

Original

May 4, 2021
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 May 4, 2021

Call to Order

Consent Agenda

Minutes

- **Regular Meeting 4/20/21**

Pages 1-9

City Attorney

- **Resolution 2021-05, First Street SCOP Grant Contract**
 - **Task Order**
- **Ordinance 589 Mobile Home on Ave. E**
 - **First Reading & Request to Advertise**
- **Travel Trailers on Home Sites Destroyed by Hurricane Michael Policy**

Pages 10-32

Pages 33-34

Pages 35-38

Old Business

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

New Business

- **Current City Projects**
- **Bill Kennedy Dedication- May 10th at 11:00**
- **Annexation Mediation- May 11th at 9:00**

Pages 39-40

Public Works

- **Vac Truck Repairs**

Pages 41-42

Surface Water Plant

- **Update**

Wastewater Plant

- **Update**

Finance Director

- **Update**

City Engineer

- **NRDA Stormwater Grant Master Plan**
- **Maddox Park Gazebo- Update**
- **Walking Path FDOT Grant- Update**
- **CDBG Project- Update**
- **First Street Lift Station and Long Ave. Water/Sewer Project**
- **NRCS Debris Removal- Update**

Code Enforcement

- Update

Police Department

- Update

City Clerk

- Grants Update

Page 43

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, April 20, 2021, 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

Attorney Clinton McCahill read Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers completed by Commissioner Brett C. Lowry for the April 6, 2021, meeting where he abstained from voting on Ordinance 586 Long Avenue North a/k/a Palmetto Bluff and the Final Platt Approval of Ridgewood At Palmetto Bluff as he is a business partner of the developer, Ralph Rish. A separate form for each abstention was completed and attached to the Minutes of April 20, 2021.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of April 6, 2021, the Special Meeting of April 8, 2021, and the Joint City / County Workshop of April 13, 2021. All in favor; Motion carried 4-0.

City Attorney –

Ordinance 589: Mobile Home on Avenue E Update

LaTonya Gainer and Willie Mae Williams shared that the trailer would be repositioned on the lot owned by Ms. Williams and that after a modification to the trailer, there would be a door facing the road as required.

The Commission asked Attorney McCahill to make several changes to the Ordinance and bring the revised version back to the them at the next meeting.

Sale of Water to Gulf County Contract

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Agreement for Sale of Water to Gulf County. All in favor; Motion carried 4-0

Old Business –

Coronavirus (COVID-19) Update; Resolution 2020-02 – State of Emergency. Currently still in place.

Mayor Buzzett shared that 50% of citizens over 50 have received the vaccination, and 60% of citizens over 65 have received the vaccination. He also noted that the Washington Gym had been used as a site for the vaccinations to be given.

New Business –

RFP 2021-06 Long Avenue Water and Sewer Improvements

A Motion was made by Commissioner Langston, second by Commissioner Ashbrook, to award RFP 2021-06 to L and K Contracting, Inc., in the amount of \$4,170,650.58, plus \$80,000 for the Stormwater Alternate Bid Proposal. All in favor; Motion carried 4-0. This will be an 80 – 20 Grant / Loan for the Sewer and a 54 – 46 Grant / Loan for the Water. Total Grant funds will be \$2,925,052 and the Loan amount will be \$1,245,598 pending approval from the State Revolving Fund. Stormwater improvements will need to be paid directly by the City in the amount of \$80,000.

Travel Trailers on Homes Sites Destroyed by Hurricane Michael – Mayor Buzzett

After discussion, the Commission requested that Attorney McCahill draft a Resolution to be brought to the Commission at the May 4, 2021, Meeting. Items are to include that the home must have been destroyed by Hurricane Michael; this policy will be in place for 1 year; their driver's license must have a Port St. Joe address; there must be a signed building contract; a Building Permit must have been obtained; from the time the travel trailer is placed on the lot, the owner is allowed 18 months to complete construction; the travel trailer must be placed on the rear of the lot; impact fees must be paid; hook up to City water and sewer, as well as garbage service must be obtained; and a signed affidavit, stating the owner is aware of the requirements, must be provided.

Robert Branch asked if trailers or travel trailers would be allowed on home sites. The Commission stated it would be travel trailers only.

Christy McElroy shared her concerns about the number of trailers in Gulf County, the issues they will cause with Hurricane evacuations, and encouraged the Commission to adhere to strict guidelines.

City Hall Parking Lot

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to post signs in the City Parking Lot behind City Hall stating City Employee Parking Only. All in favor; Motion carried 4-0. Frequently there is no parking available for employees and this will be to provide parking for all City employees during work hours.

DEO Mitigation Workshop on Thursday, April 22, 2021 at 5:30 P.M.

Mr. Anderson reminded the Commission of the meeting Thursday.

Request to Bid Ballfield Dugouts – Commissioner Hoffman

Mayor Buzzett read a letter from Gulf County Commission Chairman Sandy Quinn stating "At our Special Meeting on April 19, 2021, the Gulf County Board of County Commissioners unanimously voted to repair the twelve (12) dugouts located at the 10th Street Park and the Washington Gym. The Board is requesting a Memorandum of Understanding from the City to provide the labor and materials to complete this project." A copy of the letter is attached to these minutes as Exhibit 1.

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to sign a Memorandum of Understanding that there would be no cost to the City for labor or materials. All in favor; Motion carried 4-0.

Current City Projects

There were no questions or concerns about the current projects and Mayor Buzzett noted the projects were looking good.

Public Works – John Grantland

City Pier Benches

Mr. Grantland noted that, in the past, the benches were around the railings and created problems for people. The new benches will be in the interior with one bench facing North and the other facing South. The Commission did not have any objections to the placement of the new benches.

Cheryl Steindorf questioned what working with FEMA meant and Mike Lacour explained that the costs had not been finalized by FEMA at this point.

Surface Water Plant –

In the absence of Mr. McClamma, Mr. Anderson shared that the filters are in, they will be installed tomorrow, and work continues on the Clarifiers Rehab.

Mr. Anderson provided a handout from CareerSource requesting funding for repairs to the Reading room flooring; Carpet in the Likely Room; paint for exterior doors for the Museum, WIG, CRC, Likely Room, and Gym areas; paint for lower half of Washington Gym, and to fill concrete cracks. All of these areas are used by them.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to provide \$4,500 to be used for this request and stipulated that funds are to be spent local when possible. All in favor; Motion carried 4-0.

Mr. Anderson shared that the Auburn Students will be here in May.

Wastewater Plant – Kevin Pettis

Mr. Pettis noted there is 2' of free board in the pond, the plant is in the maintenance mode, and they are assembling filters. Mr. Pettis has ordered a Sonic Disrupter which works well with the bugs on the bottom of the pond. He stated that the Consent Order expires in August.

Finance Director – Mike Lacour

Mr. Lacour announced that the installation of the pay station at the boat ramp is scheduled for April 28, 2021.

City Engineer – Josh Baxley had to leave the meeting for another meeting and Mr. Grantland shared the following information.

NRDA Stormwater Grant Update

NWFWMD provided a RAI on April 16, 2021, and Dewberry is working to provide a response to the comments. Dewberry expects to have the comment response prepared by the first of May.

Walking Path FDOT Grant Update

The project is under construction.

CDBG Project Update

The contractor is currently prepping the pipe for bursting. Bursting is anticipated to begin the week of April 26, 2021.

First Street Lift Station and Long Avenue Water / Sewer Projects

Dewberry has reviewed the bid packages and provided the City a recommendation of award.

NRCS Debris Removal Update

This project started on April 19, 2021.

Code Enforcement –

Ruby Farmer Property Parcel #05700-000R Special Master Order and Bid Award for Demo

Tan Smiley shared that his sister would be putting the property up for sale.

After discussion, a Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, that Ms. Farmer had 6 months from today to either bring the property up to Code, take it down, or sell it. If the property is sold, the new owner will be responsible for these issues. All in favor; Motion carried 4-0

Police Department – Chief Richards

Chief Richards noted the truck purchased with JAG and Police Department Funds arrived today. He shared that Officer Jeremy Chase began working with the department yesterday.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that City Staff continues to work with the grant writer on possible grants.

Citizens to be Heard – No one wished to address the Commission.

Discussion Items by Commissioners –

Commissioner Langston feels that the Commission is trying to do what is right for the City and not take from people. He thanked Code Enforcement and the Code Enforcement Magistrate for the good job they are doing. Commissioner Langston also shared his concerns about the traffic situation with the lights in front of McDonalds. Mr. Anderson and John Grantland will talk with FL DOT concerning this issue.

Commissioner Ashbrook did not have anything else to discuss with the Commission.

Commissioner Hoffman asked that FL DOT be contacted to see why it is taking so long for the Crosswalk on Highway 98. Mr. Grantland replied that Traffic Opts wanted a 6' concrete pad for the lights, but will give the equipment to the City to install.

He shared that Fish and Wildlife will be making upgrades to Buck Griffin Lake. They will be donating 2 feeders, 1 aerator, stock the pond, control the vegetation, and will do an annual evaluation of the project. They have asked the City to buy a couple of bags of food each week and have a fishing tournament for children at the lake.

Commissioner Hoffman expressed his concerns with the County wanting to establish a Gulf County Water District. He noted that the City Water Plant was back up in less that 24 hours after Category 5 Hurricane Michael, false information is being sent to take over the water / sewer system, and a new water system would cause City residents' water / sewer / garbage bills to double if not triple.

He requested that a letter be sent to FEMA and other agencies concerning the Mitigation Plan for the County and that they are attempting to hold the City hostage over the annexation of property owned by the City. Commissioner Hoffman encouraged everyone to see the County's Website for information about them attempting to establish a Water District.

Mayor Buzzett asked that a letter be sent to DEO, DEP, and the Water Management District concerning the Water District the County is trying to establish. He noted that this item is on the County's Agenda for their meeting Tuesday.

Mayor Buzzett requested that he and Mr. Anderson be the point persons to notify all agencies where the City stands on the Water District issue and to do whatever is necessary to protect the City. Consensus of the Commissioner was for both of them to be the contact persons. He also noted that the County is in White City today drilling a well for the proposed district whether they had received authorization to drill the well or not.

Mayor Buzzett referenced a news paper article where Water and Sewer rates are increasing on Panama City Beach and noted that other adjoining areas are increasing their rates.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 2:05 P.M.

Approved this _____ day of _____ 2021.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Lowrey Brett Charles</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners	
MAILING ADDRESS <i>134 Gulf Coast Circle</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Port St. Joe, FL	COUNTY Gulf	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>4/6/21</i>		NAME OF POLITICAL SUBDIVISION: City of Port St. Joe	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Brett C. Lowry, hereby disclose that on April 6th, 2021:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Ralph Bish;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

"Decker is a partner in a business."

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

4/6/2021

Signature

BCL

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

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MAILING ADDRESS <i>134 Gulf Coast Circle</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Port St. Joe, FL</i>	COUNTY <i>Gulf</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>4/6/2021</i>		NAME OF POLITICAL SUBDIVISION: <i>City of Port St. Joe</i>
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

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* * * * *

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* * * * *

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APPOINTED OFFICERS (continued)

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☐ inured to my special private gain or loss;

☒ inured to the special gain or loss of my business associate, Ralph Bish;

☐ inured to the special gain or loss of my relative, _____;

☐ inured to the special gain or loss of _____, by whom I am retained; or

☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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"Developer is a partner in a business."

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Date Filed

4/6/2021

Signature

[Signature]

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BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

1000 Cecil G. Costin, Sr. Blvd. • Room 302 • Port St. Joe, Florida • 32456

850.229.6106 • Fax: 850.564.7503

www.gulfcounty-fl.gov • bocc@gulfcounty-fl.gov

DATE & TIME OF MEETINGS: Fourth Tuesdays at 9:00 a.m., E.T.

April 19, 2021

City of Port St. Joe
Mayor Rex Buzzett
P.O. Box 278
Port St. Joe, Florida 32457

RE: Park Repairs

Dear Mayor,

At our Special Meeting on April 19, 2021, the Gulf County Board of County Commissioners unanimously voted to repair the twelve (12) dugouts located at the 10th Street Park and the Washington Gym. The Board is requesting a Memorandum of Understanding from the City to provide the labor and materials to complete this project.

Should you have any questions please contact me.

Sincerely,



Sandy Quinn
Chairman

RESOLUTION 2021-05

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 _____, 2021, 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 AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>446062-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>51 (Gulf)</u>	Contract No: _____	Vendor No: <u>F590953785013</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Port St. Joe, Florida, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in 1st Street Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$386,214. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$386,214 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Port St. Joe, Florida,

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446062-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

City of Port St. Joe, Florida, (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .684 Miles

PROJECT DESCRIPTION: This project is for the survey, design, permitting, and preparation of construction plans and bid documents for the resurfacing project of 1st Street in accordance with the most recent version of the Florida Greenbook. The project will begin at State Road 30 (US 98) and continue approximately 0.68 miles to State Road 71. The project will primarily consist of milling and resurfacing the existing travel lanes while maintaining 12' widths. Other work to include necessary drainage improvements, upgrading signage and pavement markings will be performed. Three cross drains will be evaluated for replacement. The only wetland impacts anticipated are for work on the cross drains. No additional right-of-way will be required for the project. The Recipient will ensure that an appropriate pavement design for project is submitted for review during plans development.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by December 31, 2021.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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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>446062-1-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2021	FY2022	FY2023	TOTAL
Design- Phase 34	\$ 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
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	\$ 386,214.00	\$ 0.00	\$ 0.00	\$386,214.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 386,214.00	% or \$	% or \$	100% or \$ 386,214.00
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

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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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:	\$386,214.00	\$0.00	\$0.00	\$386,214.00

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 _____

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Port St. Joe, Florida

PROJECT DESCRIPTION: 1st Street from SR 30 (US 98) to SR 71 Resurfacing Project

FPID#: 446062-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

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STATE-FUNDED GRANT AGREEMENT

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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:** \$386,214.00

*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>

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EXHIBIT "E"

RECIPIENT RESOLUTION

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



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

April 30, 2021

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

RE: 1st Street FPN#446062-1-54-01 – Professional Services

Dear Mr. Anderson:

It is our understanding that the City has received funding from the FDOT Small County Outreach Program (SCOP) for the resurfacing of 1st Street. The length of this project is approximately 0.50 miles. It is also our understanding that the City has requested a proposal from Dewberry Engineers Inc. (Dewberry) to provide the professional services associated with this project. Dewberry is pleased to provide this proposed Task Order to provide these services. **Exhibit A** contains a detailed Task Order with a description of the scope of services for the pre-construction design services. Dewberry proposes to provide these services for a fee of **\$29,708.00**. The associated fees are within the preliminary engineering project funds allowed by FDOT.

If you have any questions, please give me a call at 850.693.2181.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Baxley", is written over a large, stylized blue circular mark.

Josh Baxley, P.E.
Associate/Branch Manager

EXHIBIT A
1ST STREET RESURFACING SCOP
PROFESSIONAL ENGINEERING SERVICES
FOR CITY OF PORT ST JOE
APRIL 2021

This Task Order is for the purpose of Dewberry as the ENGINEER to provide pre-construction design services for the 1st Street Resurfacing Project for the City of Port St Joe acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES
SCOPE OF SERVICES

A. SURVEYING

1. Dewberry shall locate the right-of-way, existing improvements (i.e. fences, drainage structures, utilities, etc...), and horizontal and vertical alignments.
2. Dewberry shall acquire elevation points along the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes.

B. DESIGN

1. Dewberry shall evaluate existing roadway widths, drainage patterns and infrastructure to determine necessary improvements.
2. Dewberry shall design the new roadway in accordance with approved standards.
3. Dewberry shall investigate existing roadway failures and apply corrective measures to ensure a reasonable lifetime for the new roadway.
4. Dewberry shall evaluate roadside obstructions to ensure new roadway meets all clear zone requirements.
5. Dewberry shall submit a 90% review plan set and cost estimate to the City and to FDOT.
6. Dewberry shall update construction plans based on 90% comments from FDOT and City staff.
7. Dewberry shall prepare construction plans and specifications necessary to bid the proposed project.
8. Dewberry shall prepare all bid documents.
9. Dewberry shall review bids and make recommendation for bid award.

C. DELIVERABLES

1. Dewberry shall provide 3 sets of 100% plans and bid documents.

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Title searches
2. Stormwater Permitting with FDEP or NFWFMD
3. CEI

TOTAL (Tasks A-C) \$29,708.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

DEWBERRY

324 Marina Dr. _____

Port St. Joe, FL 32456 _____

By: Josh Baxley _____

Name and Title: _____

Witnessed: _____

Date: _____

CITY OF PORT ST JOE, FLORIDA

305 Cecil G. Costin, SR. Blvd _____

Port St. Joe, FL 32456 _____

By: Jim Anderson _____

Name and Title: _____

Witnessed: _____

Date: _____

ORDINANCE NO. : 589

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING THE CITY OF PORT ST. JOE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LESS RESTRICTIVE LAND USES UNDER ARTICLE III, SECTION 3.04, DISTRICT R-2B IN A SPECIFICALLY DEFINED AREA; CONTAINING A SUNSET PROVISION PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERALBILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property described in Exhibit A, attached hereto, and made a part hereof, (hereinafter referred to as "Property"), was platted as part of the City of Port St. Joe in 1937; and

WHEREAS, the City Commission having found that less restrictive land use allowances within that specifically identified parcel of Property located within Article III, Section 3.04, District R-2B, of the Land Development Code, is in the best interest of the City; and

WHEREAS, the Property consists of primarily residential property; and

WHEREAS, in the aftermath of Hurricane Michael the current restrictions for the Property creates hardship for the owner of that certain individual lot within the Property area due to certain City Land Development Regulations;

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

1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

2. From and after the effective date of this ordinance, Land Development Regulation Code, Article III, Section 3.04, District R-2B is amended by adding a subsection "R" with the following text:

"Single-family sectional, modular, and mobile homes shall be allowed within the boundary of the Property designated in Exhibit "A" so long as they meet any and all State and Federal Regulations applicable thereto and all other requirements of Ordinances, rules and regulations of the City of Port St. Joe, Florida. Those State and Federal regulations are incorporated herein by reference."

3. INCLUSION INTO THE CODE OF ORDINANCES. It is the intent of the City Commission of the City of Port St. Joe that the provisions of this ordinance shall become and be made a part of the City of Port St. Joe's Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", "regulation", or such other appropriate word or phrase in order to accomplish such intentions.

5. SUNSET PROVISION. This Ordinance shall sunset and be repealed upon the occurring of the following events.

- A. Upon the death of the current owner(s) of the Property identified in Exhibit A.
- B. Upon the transfer of the ownership of the Property from the current owner(s) to any other individual or entity.

Upon the occurrence of either event as described in A and B above the mobile home shall be removed from the Property within thirty (30) days from the date of said occurrence.

4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

5. REPEALER. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.
6. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish the provisions of this Ordinance within the Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained.
7. This Ordinance shall take effect immediately upon its adoption.

THIS ORDINANCE ADOPTED this ____ day of _____, 2021.

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

REX BUZZETT
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

EXHIBIT A

The parcel of property set forth below is in the 200 Block of Avenue E and has frontage on Avenue E, Port St. Joe, Florida and is more specifically described within the listed parcel identification number located in the public records of Gulf County, Florida.

1. 05875-000R

Current City Projects 5/4/21

- Washington Gym Bathroom- Legislative Funding Request Submitted
- Keepers' Quarter (Eglin)- Under Construction
- CDBG Sewer Phase III- Under Construction
- Tennis Court Lighting- Contract Signed
- Tennis Court Re-surfacing- Under Construction
- Pickle Ball Court Re-Surfacing- Under Construction
- Walking Bridges- Being Fabricated
- Bridge Foundations- Under Construction
- **Boat Ramp Pay Machine- Complete**
- Water Plant Clarifier Rehab- Under Construction
- Tree/Stump removal from Parks- Ongoing
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- NRCS Grant/Ditch Cleaning- Under Construction
- 1st Street SCOP Paving Grant- Contract on 5/4/21 Agenda
- Fishing Pier at Clifford Sims Park- Working with FEMA
- Utility Mapping- Ongoing
- Maddox Park Gazebo- Working on Engineering & bid Specs
- Splash Pad- Need Direction from the Board
- City Pier Lighting- Being Reviewed by City Electricians
- Hwy 98 & 3rd Street Crosswalk- Ordered thru FDOT
- Centennial Bldg. Rehab- Grant Application Ranked #12
- Core Park Stage- Need Direction from the Board
- Public Safety Fire/Police Bldg. CDBG-DR- Grant Application Submitted
- Sewer Rehab. CDBG-DR- Grant Application Submitted
- Stormwater Rehab. MLK Corridor CDBG-DR (FAMU)- Grant Application submitted
- **Water Plant Filter Replacement- Complete**
- City Hall Complex- Looking for Funding Options

- Community Garden- Lease Agreement signed
- Scout Hut Rehab.- AC has been replaced & the carpentry work scheduled

ENVIRONMENTAL PRODUCTS & ACCESS., LLC

JETTING & VACUUM PARTS

2730 KANASITA DR

HIXSON, TN 37343

QUOTATION

Quote Number: 3028130

Quote Date: Apr 26, 2021

Page: 1

Voice: 423-876-4366

Fax: 866-206-2628

Quoted To:

Quotes

Customer ID	Good Thru	Payment Terms	Sales Rep
Quotes	5/26/21	Prepaid	HOUSE

Quantity	Item	Description	Unit Price	Amount
1.00	VTR 62180	NEW, REPLACEMENT RODDER PUMP ASSEMBLY, VACTOR STYLE (4-6 WEEK DELIVERY)	19,999.99	19,999.99
Subtotal				19,999.99
Sales Tax				
Freight				
TOTAL				19,999.99



2525 Clarcona Road • Apopka, FL 32703
407-798-0004 • Fax: 407-798-0013

Ship To: NO SHIP

Invoice To: CITY OF PORT ST. JOE
P.O. BOX 278
PORT ST. JOE FL 32457

Branch 01 - APOPKA		
Date 04/26/2021	Time 11:10:41 (O)	Page 1
Account No PORTS001	Phone No 8502298247	Quote No 005707
Ship Via		Purchase Order
		Salesperson ROD

QUOTE EXPIRY DATE: 05/26/2021

PARTS QUOTE - NOT AN INVOICE

FREIGHT WILL BE CALCULATED AT THE TIME OF SHIPPING.

Part#	Description	U	Qty	Price	Amount
62180D-30	RODDER PUMP ASS		1	20443.85	20443.85
				Subtotal:	20443.85
				Tax:	.00
				TOTAL:	20443.85

Authorization: _____

Thank You For Your Business!

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Grants Updated- 5/4/21

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
DEO/CDBG	\$650,000	Sewer Line replacement in North PSJ. Approved 1/19. Under Construction. City Match Required.
Restore Pot 3	\$2,500,000	Sewer Line replacement in North PSJ (County)
Restore Pot 3	\$2,000,000	Beacon Hill Sewer (County)
Restore Pot 3	\$500,000	Sewer System Purchase (County)
Trails Grant	\$250,000	Approved, being worked thru Gulf County. Under Construction.
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$589,220	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment.
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, review of bids at 4/20 meeting.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Ranked #12
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Site visit by DEO on 3/25.
CDBG-DR	\$6,925,962	Police/Fire Station. Application submitted 11/20
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application submitted 11/20
Legislative Approp.	\$150,000	Washington Gym Restrooms. Application submitted 1/21
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Application submitted.
Historic Resources/Hurricane Michael	\$83,000	Washington Gym. Submitted by UF, ranked #10
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Ranked #9
USDA	4,000,000	Potential 65% loan/35% grant for a new Government Complex
COVID-19 Rescue Plan	\$1,498,933	Waiting on Details.
Congressman Dunn Legislative Request	\$943,222.50	Commercial District Waterline Replacement