

**March 1, 2022
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 March 1, 2022

Call to Order

Consent Agenda

Minutes

- Regular Meeting 2/15/22
- Workshop Meeting 2/22/22

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City Engineer

- Long Ave. Water/Sewer Project
- First Street Paving
- Clifford Sims Park Plan
- SCOP Grant Application
- NRDA Stormwater Grant- Update

City Attorney

- Ordinance 597 Food Trucks
 - First Reading & Request to Advertise
- Resolution 2022-01 CDBG Procurement Policy Update

Pages 9-13

Pages 14-35

Old Business

- City Projects

Pages 36-37

New Business

- RFP 2022-17 Lighthouse Painting & Rehab.
- BCC Lessor's Agreement Request
- Reid Ave. Landscaping- Garden Club
- July 4th Fireworks- Update

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Pages 39-41

Pages 42-45

Public Works

- Update

Surface Water Plant

- Update

Wastewater Plant

- Headworks Repairs

Pages 46-48

Finance Director

- Update

Code Enforcement

- Campers

Pages 49-62

Police Department

- Update

City Clerk

- Grants- Update

Pages 63-64

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, February 15, 2022, at Noon.**

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

CONSENT AGENDA

Minutes

Mayor Buzzett asked that a Moment of Silence be observed for former Commissioner Greg Johnson that passed away Sunday.

Commissioner Ashbrook stated that he could participate in the meeting of February 1, 2022, by telephone, but could not vote. Attorney McCahill had researched this and Commissioner Ashbrook is correct. All 5-0 votes for the February 1, 2022, meeting should reflect a 4-0 vote.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of February 1, 2022. All in favor; Motion carried 5-0.

City Engineer – Josh Baxley

Long Avenue Water / Sewer Project

This project is still under construction. First Street was opened today, and crews are currently working on the water main and sewer force main on Long Avenue.

First Street Sewer Repairs and Paving

This is out for bid.

Clifford Sims Park Plan

Mr. Baxley is working on plan completion and bid documents. He expects to have an advertisement ready by next week.

Beacon Hill Sewer Task Order

This has been provided to the City for surveying, design and inspection.

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Task Order with Dewberry in the amount of \$375,000 for Design, Bidding, CEI Services, Construction Engineering and Inspection Services. All in favor; Motion carried 5-0.

NRDA Stormwater Grant Update

Baffle Boxes are being recommend by NFWFMD, however, this is not a solution to prevent water from coming into the area. The Depot Creek Water Shed needs to be addressed and consider the possibility of flapper boxes.

Mr. Baxley will review the information and get back with NFWFMD.

City Attorney –

Food Truck Workshop February 22, 2022, at 5:00 P.M.

Attorney McCahill reminded the Commissioners of the workshop and once again asked that they get with him if there are any questions or concerns about the Ordinance.

Old Business

City Projects

Mr. Lacour shared that FRDAP has approved the information sent to them and the City can move forward with the Washington Gym and Dooder Parker Park Projects.

Mr. Anderson noted that the flooring is being put down at the W.I.G. Building.

Commissioner Lowry thanked the citizens for their patience with the progress that is being made on City projects.

Commissioner Langston asked about the walkway at the Washington Gym Complex and Mr. Anderson responded that it should be ready to bid in about two weeks.

Covid-19 Update – Mayor Buzzett

Mayor Buzzett shared that the positivity rate continues to decline.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to remove the current moratorium on renting City Buildings. All in favor; Motion carried 5-0.

New Business –

W.I.G. Building Lease

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to enter into a three-year Lease Agreement with the W.I.G. All in favor; Motion carried 5-0.

Pioneer Bay / Community Garden Funding

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to provide \$5,000 from the current budget and \$2,000 from the previous year's budget to Pioneer Bay to reimburse expenses to Kim Miller for the Community Garden Expenses. All in favor; Motion carried 5-0.

Commissioner Hoffman requested that receipts be provided by Kim Miller showing that Pioneer Bay had reimbursed her.

Commissioner Langston expressed his appreciation for the work that has been done in the garden this year.

Public Works – John Grantland

Mr. Grantland did not have any issues to discuss with the Commission.

Surface Water Plant – Larry McClamma

Mr. McClamma was running the plant and Mr. Anderson shared that a new, licensed employee began work at the plant this week.

Wastewater Plant – Kevin Pettis

In the absence of Mr. Pettis, Mr. Anderson noted the plant is up, operational, and they will be spraying this month.

Finance Director – Mike Lacour

Mr. Lacour is waiting on the FEMA Final Closeout for the Wastewater Treatment Plant in the amount of \$165,000. There has been no movement on Federal Funds for the Maddox Park Gazebo or Clifford Sims Park. We are on Step 4 of 8 on these projects and Mr. Lacour will follow up with FEMA on these to see if he

can expedite the projects. Mayor Buzzett noted his concerns for the Marina Drive Road. Mr. Grantland will follow up with the contractor and the St. Joe Company about this issue.

Code Enforcement –

Mr. Anderson shared that more people are living in campers and hooking up to their City Water and Sewer. There is only one camper that meets the requirements to be tied in and a vast number of campers that are in violation. He noted there is a need for an enforcement mechanism to prevent campers from being tied into residential water and sewer.

Commissioner Ashbrook stated that the City has been patient for two years and it is time to put an end to the violations.

Chester Davis asked about his camper trailer and was told that it was okay to store it on his property, but it could not be tied into the City Water or Sewer or have anyone living in it.

Commissioner Hoffman requested that Code Enforcement provide a list and photos within two weeks of the campers in violation.

Police Department – Chief Richards

Chief Richards did not have any updates for the Commission.

City Clerk – Charlotte Pierce

City Election Schedule 2022

Clerk Pierce referenced Page 19 of the Agenda and the information for the election.

Attorney McCahill reminded the Commissioners that if an election is held, there will be two separate referendums on the ballot. One will be moving the election dates from May to November and the second will be to extend the terms of the Commissioners from two to four years.

Grants Update

Ms. Pierce shared that Staff continues to meet with the City's grant writing team and explore grants for the City.

Citizens to be Heard –

Eddie Fields thanked the Commissioners for their help with the new flooring for the W.I.G. Building and the expeditious manner in which Mr. Anderson took care of this. He also thanked the Commission for the three-year lease approved earlier in the meeting for the W.I.G. Building.

Tim and Stephanie Petersen asked if the City could sell them 5 acres of the Field of Dreams Property to build a facility for Forgotten Coast Athletics. Mr. and Mrs. Petersen shared they have outgrown their facility, the dire need for space, and the continual requests they receive for including children in their programs.

Mayor Buzzett explained that the City could not sell the property, but could possibly include a facility in the plans for the complex.

Chester Davis asked for an update on the CRA closing of applications. Commissioner Ashbrook, who serves as Chairman of the PSJRA, noted there is a possible over lapping of services, a contract has been sent to Cardno, funds will be needed for the project, and there is a possibility that Stantec can manage the project because they are on contract with the City.

Mr. Davis also invited the Commission to a Community Zoom Call on February 26, 2022, and noted the PAC has received two EPA grants totaling \$400,000.

Mayor Buzzett requested to be provided with a copy of the grant awards so the City would know what the projects are.

Discussion Items by Commissioners

Commissioner Langston did not have anything else to discuss with the Commissioners.

Commissioner Ashbrook stated everything was good and he did not have anything else to talk about.

Commissioner Lowry shared that all was good and he did not have anything else to discuss.

Commissioner Hoffman asked when power would be available to the fish cleaning station. Mr. Grantland responded that Duke Energy is working on it.

He also asked about power to the Washington Gym Gazebo and Mr. Grantland stated that it is being run this week.

Commissioner Hoffman asked if the Clifford Sims Park design had been placed on the City's Website. Mr. Anderson responded that it had not been, but would be.

Mayor Buzzett shared that he has a meeting with Jorge Gonzalez and will be talking with him about the possible funding and design for Clifford Sims Park, assistance with the Field of Dreams Project, Marina Drive issues, and progress on the Marina Motel.

Motion to Adjourn --

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:04 P.M.

Approved this _____ day of _____ 2022.

Rex Buzzett Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE FOOD TRUCK ORDINANCE WORKSHOP FOR THE BOARD
OF CITY COMMISSIONERS FOR THE
CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION
CHAMBERS, 2775 GARRISON AVENUE, February 22, 2022, AT 5:00 P.M.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Clinton McCahill, Finance Director Mike Lacour, and Chief of Police Jake Richards were also present. Commissioner Hoffman was absent.

The purpose of the Workshop was to discuss the draft Ordinance for Food Trucks and hear comments from the public concerning Food Trucks.

Mayor Buzzett welcomed everyone to the Workshop.

Attorney McCahill reviewed the draft Ordinance with the Commissioners. Suggestions were made to change the draft.

The following individuals shared their thoughts, both pro and con on the Ordinance.

Jasmine Kennedy and Katie McNeill.

Attorney McCahill will have the Ordinance ready for Tuesday's Commission Meeting.

Mayor Buzzett thanked those attending for their input, and adjourned the Workshop at 5:30 P.M.

Approved this _____ day of _____ 2022.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

ORDINANCE 597

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING THE CITY OF PORT ST. JOE LAND DEVELOPMENT REGULATIONS BY CREATING ARTICLE IX, "MOBILE FOOD DISPENSING VEHICLES"; PROVIDING REGULATIONS FOR MOBILE FOOD DISPENSING VEHICLES OPERATING WITHIN THE CITY; ESTABLISHING A ZONE FOR OPERATION OF MOBILE FOOD DISPENSING VEHICLES; ESTABLISHING PROHIBITIONS; ESTABLISHING OPERATING REQUIREMENTS; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of the State of Florida signed into law the Occupational Freedom and Opportunity Act (SB474/HB1171) ("Act"), which became effective on July 1, 2020; and

WHEREAS, the Act created Florida Statutes Section 509.102-Mobile Food Dispensing Vehicle ("MFDV") preemption in which a municipality, county or other local government entity may not require a separate license, registration, permit or fee from MFDVs and may not prohibit MFDVs from operating within the entirety of the jurisdiction; and

WHEREAS, the City currently does not have an ordinance or regulation specifically regulating MFDVs and has relied on other Land Development Regulations to regulate them; and

WHEREAS, MFDVs can provide opportunities for entrepreneurs and small businesses to startup and operate at relatively low cost. They may add interest, vibrancy, and activity to the City. However, without proper regulation they can have potentially negative effects by posing a threat to brick-and-mortar restaurants, blocking of public rights-of-way, creating traffic, negatively impacting the function and flow of parking facilities, posing a fire risk and life safety risk, etc.; and

WHEREAS, THE City Commission held public workshops on January 18, 2022 and February 22, 2022, to provide recommendations regarding the regulation of MFDVs; and

WHEREAS, the City Commission finds it is in the best interest of health, safety, and the welfare of the public to adopt standards for the location and operation of MFDVs within the City to address and mitigate the potential negative effects as recited above; and

WHEREAS, the City of Port St. Joe finds and determines that this addition to the City's Land Development Regulations are consistent with all applicable policies including the Land Development Regulations and the City's adopted Comprehensive Plan and not in conflict with public interest.

NOW THEREFORE, BE IT ENACTED BY THE COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. The foregoing whereas clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

SECTION 2. DEFINITIONS:

Mobile Food Dispensing Vehicles. Is a vehicle that is a public food service establishment and is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to gas, water, electricity, or liquid waste disposal, sometimes referred to as a food truck or trailer or food cart, and otherwise regulated by the Department of Business and Professional Regulation (DBPR) requiring a mobile food vendor license subject to F.S. Section 509.102 and in compliance with this Ordinance. Mobile Food Dispensing Vehicles are stationary for periods greater than 10 minutes while foodstuffs are prepared, served and/or sold. A Mobile Food Dispensing Vehicle does not include roving vehicles, like ice cream truck, that periodically travel through residential neighborhoods selling pre-prepared or prepackaged food items, or street peddler of unprepared foodstuffs, makeshift, standalone restaurants or buffets such as a food tent, or mobile vendor selling anything other than food/foodstuffs.

SECTION 3. This Ordinance is added to the City's Land Development Regulations to regulate MFDVs within the City limits as follows:

A. Mobile Food Dispensing Vehicles. This Ordinance applies to vendors operating MFDVs as defined in Florida Statute and herein can operate in compliance with the following requirements:

1. Provide a copy of the following documents to the City:
 - a. The Department of Business and Professional Regulation (DPBR) mobile food dispensing license.
 - b. A notarized authorization of property owner permitting the operations of a food truck on eligible private property. The authorization shall include a phone number contact for the property owner and an acknowledgment the owner shall be responsible for any infractions associated with the food truck operator/owner including a fine of no less than \$500.00 per infraction.
 - c. A notarized affidavit attesting that all sales tax collected within the city limits of Port St. will be remitted to the Florida Department of Revenue as collected in Gulf County, Florida.
2. A site plan at least a scale of 1" = 100' depicting the location of the truck in relation to all on-site improvements including buildings, drive aisles, parking places, pedestrian facilities, etc. The site plan shall depict all property

boundaries, parking on site, driveway cuts, buildings and improvements and related dimensions as applicable. The basis for the site plan can be a scaled aerial photo downloaded from the internet.

3. In order to provide a high level of food safety, the Vendor shall provide a menu of food or list of food stuffs being sold.
4. Location Standards.
 - a. MFDVs may operate on property developed with existing, active commercial use in Mixed Use zoning districts. Vacant, undeveloped lots/parcels or non-active commercial use areas are not eligible for MFDV operation.
 - b. Commercially zoned properties used principally for residential are not eligible.
 - c. MFDVs may be allowed within an PUD zoned and commercially/industrially developed properties if a food truck is listed as permitted use within the associated Development Agreement.
 - d. Actively used and developed house of worship properties, regardless of zoning classification, may be used for MFDVs consistent with the requirements set forth in this Ordinance unless there are specific conditions prohibiting or regulating mobile food dispensing activities under an approved Conditional Use.
 - e. MFDVs must be placed on a paved surface only.
 - f. MFDVs shall not be located within any public right-of-way or otherwise obstruct any drive aisle, driveway throat, or cross access area associated with any parking facility or obstruct any sight triangle or otherwise be situated in an unsafe manner.
 - g. MFDVs may not be located at eligible facilities where parking is not adequate to serve the business facility as per the Land development Regulations.
 - h. MFDVs may not occupy, obstruct/impede access to any handicapped parking spots.
 - i. MFDVs may not set up tents, chairs or tables.
 - j. MFDVs and related operations shall be consistent with the Florida Fire Prevention Code to include, but not limited to, the following:
 - i. MFDVs shall not be less than 10 feet from all buildings;

- ii. MFDVs shall not be less than 10 feet from all other vehicles;
 - iii. MFDVs shall not be less than 10 feet from combustible materials;
 - iv. Access to fire lanes and/or fire prevention devices shall be maintained;
 - v. L/P gas and generator storage and use shall be consistent with the Florida fire Prevention Code;
 - vi. The location and/or operation of the MFDVs inconsistent with any of the above provisions shall be enforced via the City Code Enforcement procedures.
- 5. MFDVs shall not be associated with any hazardous or unsafe condition and shall not produce excess noise, vibration, electronic interference, excess heat or glare, etc. Noise levels from a generator must not exceed manufacture specifications.
 - 6. No more than one MFDV may operate on a single parcel of property unless part of a City Special Event where special event rules and regulations and permitting fees apply.
 - 7. Advertising will be limited to identifying copy depicted on a single vehicle or trailer engaged in the mobile vending activity. No signs, banners, flags, sandwich boards, or similar will be allowed in any City right-of-way or on private property- including all prohibited signs under Article VI of the Land Development Regulations. In no cases shall people hold signs, merchandise or attempt to advertise for a MFDV within a public right-of-way. In addition, no other attention getting devices such as lighting beyond normal illumination, music noise or scintillating lights or material shall be used in conjunction with any MFDV.

B. Exemptions. MFDVs operating under an approved special event permit shall operate under the terms of the special event permit including date, hours of operation, location, and compliance with all codes as applicable.

C. Enforcement. This Ordinance shall be enforced by the Port St. Joe Police Department and/or the City Code Enforcement Officer.

Any operator of a MFDV who violates any provision of this Ordinance will be required to immediately cease all operations and leave the location. If there is a refusal to comply with the cease-and-desist determination of the St. Joe Police Department, the Department may issue a citation to the Operator of the MFDV with a \$150.00 (one hundred and fifty dollar) fine/penalty, which will be issued and enforced pursuant to Chapter 316.1967 Florida Statutes in conjunction with the Gulf County Clerk of Court via Chapter 28.2402 Florida Statutes.

The provisions of this Ordinance may also be enforced against the landowner by the City of Port St. Joe code Enforcement Officer. MFDVs operating in non-compliance with any of the provisions herein will be required to immediately cease all operations. If there is a refusal to

comply with the cease-and-desist determination the City Code Enforcement Officer, he/or she shall follow the City Code Enforcement procedures to enforce this Ordinance against the landowner. The City's Special Magistrate for Code Enforcement may order up to a \$500.00 fine/penalty per each infraction.

SECTION 4. GRANDFATHER CLAUSE: The current owners of Gulf County Parcel ID No.: 05769-050R were previously granted permission from the City Commission to operate a MFDV on that specific parcel. They are hereby grandfathered in and will be allowed to continue operating the MFDV even in the event that that particular location does not meet with the requirements of this ordinance. However, upon the transfer of ownership of the parcel, whether that be from a sale or via inheritance or any other method of transfer, then this clause will immediately be voided, and the parcel will have to conform with all provisions of this ordinance to continue the operation of a MFDV.

SECTION 5. REPEAL: All ordinances or parts or ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY: If a Court of Competent jurisdiction shall hold any of the provisions hereof invalid the remaining provisions shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE: This Ordinance shall take effect immediately upon its final adoption by the City Commission of Port St. Joe, Florida.

PASSED AND ADOPTED BY THE CITY COMMISSION OF PORT ST. JOE, FLORIDA
THIS _____ DAY OF _____ 2022.

BY: _____
REX BUZZETT, MAYOR

ATTEST:

CHARLOTTE PIERCE, CITY CLERK

APPROVED AS TO FORM:

CLINTON T. McCAHILL, City Attorney

RESOLUTION NO. 2019-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENT POLICY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Port St. Joe, Florida wishes to participate in the Community Development Block Grant Program (CDBG) project pursuant to the requirements established by the State of Florida, Department of Economic Opportunity; and

WHEREAS, City, if awarded, understands it shall be contractually required to adopt a Procurement Policy designed to comply with the purchasing requirements set forth under 2 CFR 200 as well as Florida Statute Chapters 255 and 287 by the Florida Department of Economic Opportunity;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Port St. Joe, Florida, THAT:

The City of Port St. Joe, Florida hereby adopts the following policy as its Community Development Block Grant Procurement Policy. This Policy shall become effective immediately upon adoption of this resolution by the City Commission of the City of Port St. Joe, Florida.

SECTION 1 PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations including Chapter 73C-23.0051(1), Florida Administrative Code, 2 Code of Federal Regulations 200.317-.326 (2CFR200.317 – 2CFR200.326), sections 255.0525 (Advertising for Bids or Proposals) and 287.055, Florida Statutes (Consultants Competitive Negotiation Act).

SECTION 2 APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy. Davis Bacon and Section 3 will apply where applicable.

SECTION 3 PURCHASING DIRECTOR

The CDBG Local Government Contact shall serve as the central purchasing officer (the "Purchasing Officer") of the City for all contracts or agreements described in Section 2.

SECTION 4 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- | | | |
|----|---|-----------------------|
| A. | Small Purchases (Section 4.02) | \$ 1 to \$ 15,000 |
| B. | Field Quotes (Section 4.03) Verbal Quotes | \$ 15,001 to \$20,000 |
| C. | Purchasing Quotes (Section 4.035) Written Quotes | \$ 20,001 to \$25,000 |
| C. | Competitive Sealed Bids/Proposals (Section 4.04 & 4.05) | \$ 25,001 and above |

SECTION 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

SECTION 4.03 FIELD QUOTES

The purchase of goods and services which cost within the range authorized for field quotes in Section 4 shall require competitive quotations from two or more vendors. The quotations may be obtained by the Department. The City Manager, or his/her designee, shall review the quotations and make the award or require additional quotations prior to award.

SECTION 4.035 WRITTEN QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

SECTION 4.04 COMPETITIVE SEALED BIDDING

- A. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4,

where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

- B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the City Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the City Commission as duly authorized expressions on behalf of proposers. The single point of contact will be the City Clerk.

- (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
- (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

- C. Public Notice. Public notice shall be made in compliance with section 255.0525 Florida Statute and 73C-23 Florida Administrative Code according to the following thresholds:

- (1) For contracts less than \$200,000, the notice shall be published at least twelve (12) calendar days prior to bid opening in a newspaper of general circulation and a nearby OMB-MSA daily newspaper.
- (2) For awards greater than \$200,000 but less than \$500,000, the notice must be advertised at least once in a newspaper of general circulation in the county where the project is located and a nearby OMB-MSA daily newspaper at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.
- (3) For awards greater than \$500,000 the notice must be publicly advertised at least once in a newspaper of general circulation in the county where the project is located and a nearby OMB-MSA daily newspaper at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference.
- (4) Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.
- (5) Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

- D. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

- E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.
- F. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Commission.
- G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitations for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
- (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
- H. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
- I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the City providing that such waiver does not violate federal or state CDBG requirements. Any requirement which is waived must be documented and kept in the file.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of the intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped, self-addressed envelope for their record.
 - (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Procurement Policy of the City shall, constitute a waiver of proceedings under that section of this Policy.
- J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the City Commission. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
- K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director or Purchasing Officer, for the following reasons:
- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
 - (2) Failure to update the information on file including address, project or service, or business description.
 - (3) Failure to perform according to contract provisions.
 - (4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
 - (5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 - (6) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
 - (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3) (a).
 - (8) Other reasons deemed appropriate by the City.
- L. Bonding Requirement. All bids awarded above \$200,000 shall require a bond equal to the equal to the contract amount.

SECTION 4.05 COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other

contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

SECTION 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

A. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data, and other related information for the performance of professional services.

- (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services an item shall be placed on the agenda for approval by the City Commission indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) The general purpose of the service or study;
 - (b) The objectives of the study or service;
 - (c) Estimated period of time needed for the service or the study;
 - (d) The estimated cost of the service or study;
 - (e) Whether the proposed study or service would or would not duplicate any prior or existing study or service;
 - (f) List of current contracts or prior services or studies which are related to the proposed study or services;
 - (g) The desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.
- (2) Distribution of Project Requirements. All persons on the City's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the Purchasing Officer shall be notified of the project requirements including a statement of relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than 14 calendar days from the date of public notice which the Purchasing Officer shall publish in at least one newspaper of wide general circulation in the region.
- (3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correcting of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) prior to making its selection of those best qualified.
- (4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any

plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted the City may determine whether a three-member or five-member selection committee will best serve the needs of the Commission.

- (1) Three to Five Member Committee Composition. Membership of a selection committee shall consist of persons appointed by the Mayor.
- (2) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
 - (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and (b) designate no less than three persons, unless there were less than three submissions, on the alphabetical list considered by the selection committee to be best qualified to perform the work required.
- (3) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations: (a) competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and person to actual cost of previous projects; (b) current work load; (c) financial responsibility; (d) ability to observe and advise whether plans and specifications are being complied with, where applicable; (e) record of professional accomplishments; (f) proximity to the project involved, if applicable; (g) record of performance; and (h) ability to design an approach and work plan to meet the project requirements, where applicable.
- (4) Interview and Commission Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Commission for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

C. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Mayor directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiating Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the selection shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or the negotiation Committee shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to contract for services.

SECTION 4.052 OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

- A. Conditions for use. All contracts required by Section 5.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
- B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.
- C. Commission Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City prior to solicitation.
- D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.
- E. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services.
- F. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals, and under regulations promulgated by the City Commission, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of,

and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by proposers prior to the Purchasing Officer making a written recommendation of award to the City Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

- H. Award. Award shall be made by the City Commission to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

SECTION 4.06 SOLE SOURCE PURCHASES

- A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Officer with the concurrence of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars (\$25,000), the item will be placed on the agenda for Commission approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior DEO approval as well.

SECTION 4.07 COOPERATIVE PURCHASING

- A. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
- B. Other Governmental Units. The Purchasing Officer shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with City and State law.

SECTION 4.08 BID PROTEST

- A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award or contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Commission.
- B. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended

decision and file a formal written protest within 10 calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.

- (1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
 - (2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
- C. Settlement and Resolution. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
- D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures.
- (1) Protest Proceeding Procedures
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witness shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - (d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Commission.
 - (f) Any party may arrange for the proceedings to be steno-graphically recorded and shall bear the expense of such recording.
 - (2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.

- (3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in the invitation for bids or request for proposals documents.
- (4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
- E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interests of the City.

SECTION 4.09 CONTRACT CLAIMS

- A. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City, prior to an appeal to the City Commission or the commencement of an action in a court of competent jurisdiction of \$1,000.00 or greater in value without the prior approval of the City Commission.
- B. Decision of the Purchasing Officer. All claims by a contractor against the City relating to a contract, except bid protest, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- C. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this Section.
- D. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor file a notice of appeal with the City Commission.
- E. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

SECTION 4.10 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

- A. Prior to Bid Opening or Closing Date for receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or local law

or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 - (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
 - (b) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonable incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
 - (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

SECTION 5 CONTRACT ADMINISTRATION

SECTION 5.1 CONTRACT PROVISIONS

- A. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney may establish standard contract clauses for use in City contracts. However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
- B. Contract Clauses. All City contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (1) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
 - (2) The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (3) Variations occurring between estimated quantities or working contract and actual quantities;
 - (4) Defective pricing;
 - (5) Time of performance and liquidated damages;
 - (6) specified excuses for delay or nonperformance;
 - (7) Termination of the contract for default;
 - (8) Termination of the contract in whole or in part for the convenience of the City;

- (9) Suspension of work on a construction project ordered by the City;
- (10) Site conditions differing from those indicated in the contract, or ordinarily Encountered, except that a differing site conditions clause need not be included in a contract;
 - (a) When the contract is negotiated;
 - (b) When the contractor provides the site or design; or
 - (c) When the parties have otherwise agreed with respect to the risk of differing site conditions;
- (11) Value engineering proposals;
- (12) Remedies;
- (13) Access to records/retention records;
- (14) Environmental compliance; and
- (15) Prohibition against contingent fees;
- (16) insurance to be provided by contractor covering employee, property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
- (17) Bonding requirements as set by the City Commission;
- (18) Causes of and authorization for suspension of contract for improper contractor activity.
- (19) The required contract clauses, as modified, under 2 CFR 200.326 and 2 CFR Part 200, Appendix II

C. DEO APPROVAL. All contracts and agreements, and any and all amendments, extensions, modifications, and material changes thereto, being reimbursed with Community Development Block Grant (CDBG) funds, shall be submitted to the Department of Economic Opportunity (DEO) for prior, written approval by DEO.

SECTION 5.2 PRICE ADJUSTMENTS

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the contract or subsequently agreed upon;
 - (3) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
 - (4) In such other manner as the contracting parties may mutually agree;

- (5) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.
- B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

SECTION 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by the Purchasing Officer based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Sections 4.01 shall govern the appropriate level of approval.

SECTION 5.4 ASSIGNMENT OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

SECTION 5.5 RIGHT TO INSPECT PLANT

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

SECTION 6 RIGHTS OF CITY COMMISSION

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Commission, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good provided that such waiver doesn't violate Federal or State CDBG program requirements.

SECTION 7 CITY PROCUREMENT RECORDS

- A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida.

SECTION 8 SPECIFICATIONS

SECTION 8.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

SECTION 8.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

- A. Use. Brand name or equivalent specifications may be used when the City determines that:
 - (1) No other design, performance, or qualified product list is available;
 - (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) The nature of the product or the nature of the City requirements makes use of a brand name or equivalent specification suitable for the procurement; or
 - (4) Use of a brand name or equivalent specification is in the City's best interest.
- B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.
- C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
- D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
- F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purpose only.

SECTION 8.3 BRAND NAME SPECIFICATIONS

- A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the City needs.
- B. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to

achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

SECTION 9 ETHICS IN PUBLIC CONTRACTING

SECTION 9.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

SECTION 9.2 EMPLOYEE CONFLICT OF INTEREST

- A. Participation. It shall be unethical for any City employee, officer or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
- (1) The City employee, officer or agent;
 - (2) Any member of his immediate family;
 - (3) His or her partner; or
 - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.
- B. Blind Trust. A City employee, officer or agent or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City.

SECTION 9.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 9.5 GRATUITIES AND KICKBACKS

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand, accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advise, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination,

claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

SECTION 9.6 SANCTIONS

- A. Employee Sanctions. Upon violation of the ethical standards by an employee officer or agent the City, or other appropriate authority may:
 - (1) impose one or more appropriate disciplinary actions as defined in the City Personnel rules and Regulations, up to and including termination of employment; and
 - (2) may request investigation and prosecution.
- B. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - (1) written warnings;
 - (2) termination of contracts; or
 - (3) debarment or suspension in accordance with applicable state and federal laws.

SECTION 9.7 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both City employee and non-employee.
- B. Recovery of Kickbacks by the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 10 FEDERAL POLICY NOTICE

SECTION 10.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.

- B. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

SECTION 10.2 NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

- A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
- (1) Equal employment opportunity;
 - (2) Affirmative action;
 - (3) Fair labor standards;
 - (4) Energy conservation;
 - (5) Environmental protection; or
 - (6) Other similar socio-economic programs
- B. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

SECTION 11 PAYMENT TO VENDORS

All payment to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 218.70-218.80, and Florida Statutes.

SECTION 12 AFFIRMATIVE ACTION PROGRAM

- A. Purpose and Scope. The purpose of the Affirmative Action Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the jurisdiction of the City Commission are responsible for implementing this program.
- B. Policy Statement.
- (1) It is the policy goal of the City that all of the Commission approved procurement as contained with both operating and capital improvement budgets shall be:
 - (a) made available to all qualified applicants for equal consideration regardless of race, color, religion, sex, national origin, disability, age, or genetics; and
 - (b) let through a race neutral, competitive bid process that encourages the participation of minority and women businesses or persons.
 - (2) All departments and divisions under the jurisdiction of the City Commission are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned -businesses.
 - (3) Regarding the implementation of this policy, it is the Commission's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This

is in no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended or repealed by the City Commission, with or without a public hearing, as deemed necessary provided such decision does not violate state or federal CDBG program requirements.

C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Affirmative Action Program and registration.

(1) Capital Improvement Projects

(a) Review

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs availability of capable MBE/WBE in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

(b) Pre-Bid Activity

- (1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
- (2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
- (3) Available plans and specifications will be made available to MBE/WBE associations along with any special instructions on how to pursue bids.
- (4) Majority (prime) contractors on a bid list will be sent a letter outlining the Affirmative Action Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
- (5) No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilizes, and such a plan is approved by the Commission.
- (6) The MBE/WBE participation plan for a specific project and the contractor commitment to carry out the program will become a part of the contract awarded by the City. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

- (a) Contractors must indicate all MBE/WBEs contracted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.

- (b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is unavailable or cannot perform will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
 - (c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
 - (d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
 - (e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
 - (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for the change.
- (3) WBE/MBE Contractor's Responsibilities
- (a) MBEs/WBEs must register with the Purchasing Officer in order to participate in the Affirmative Action Program.
 - (b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.
- (4) Joint Venture Responsibilities
- (a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.
 - (b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.
 - (c) A joint venture consisting of minority and non-minority business enterprises will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.
 - (d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this policy and MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Commission.

E. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

F. Payment

- (1) Payment will be expedited by the Commission within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- (2) The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Commission representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements

The Commission may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City "provided that such waiver does not violate state or federal requirements."

H. Bid List

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

- (1) The City may remove firms from the bid list for any of the following reasons:
 - (a) Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
 - (b) Failure to update the information on file including address, product or service description or business description.
- (2) The City may remove firms from the bid list for the following reasons:
 - (a) Failure to perform according to contract provisions;
 - (b) Conviction in a court of law of any criminal offense in connection with the conduct of business;
 - (c) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or awarding of contracts;
 - (d) clear and convincing evidence that the vendor has attempted to give a Commission employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity;
 - (e) Violation or circumvention of the Minority Business Enterprise Program; or
 - (f) Other reasons deemed appropriate by the City Commission.
- (3) This policy is consistent with and subordinate to the City Procurement Policy. Wherever conflicts may exist, the provision in the CDBG Procurement Policy will prevail.

J. Reporting

The Purchasing Officer or designated person will report, at least annually, to the Commission on the status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

K. Severability Clause

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

SECTION 13 EQUAL OPPORTUNITY STATEMENT

- A. Policy Statement: The City of Port St. Joe is committed to eliminating discrimination based upon race, color, religion, sex or gender, sexual orientation, gender identity or expression, National origin, disability, age, genetics, marital or familial status, amnesty, citizenship, status as a covered veteran or any other status protected by law regarding employment or contracting opportunities offered through the City for projects funded wholly or in part by the CDBG Program.
- B. Administrative Responsibilities: The City Clerk shall serve as the Equal Opportunity Officer.

SECTION 14 RESERVATION OF AUTHORITY

The authority to issue or revise this policy is reserved to the City Commission.

PASSED AND DULY ADOPTED in a Regular Meeting by a majority vote, with a quorum present and voting, by the City Commission, this 5th day of February 2016.

CITY OF PORT ST. JOE, FLORIDA

ATTEST:

Rex Buzzett, Mayor

Charlotte M. Pierce, City Clerk

Current City Projects 3/1/22

- Washington Gym Bathroom- City/County Match. Bid to be awarded by the County on 2/22
- Keepers' Quarter (Eglin) Rehab- Under Construction
- Tree/Stump removal from Parks- Ongoing
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- A plan has been submitted to FEMA/FDEM and City Staff is working on clean-up as well
- Maddox Park Gazebo- Project has been rebid, waiting on FEMA/FDEM Approval
- City Pier Lighting- Being Reviewed by City Electricians
- Centennial Bldg. Rehab- Grant Approved
- Lighthouse Complex Rehab- Grant Approved
- Core Park Stage, Splash Pad, & Restroom- Applying for Legislative Funding 11/1/21
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on compliance to begin.
- City Hall Complex- Working on a possible USDA Grant/Loan, MLD is working on the Architectural design.
- Community Garden- Lease Agreement signed
- **First Street Sewer Point Repairs- Complete**
- First Street Paving from First Street to Hwy 71 SCOP- Out for Bid
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- Under Design
- Ave. C, D, & Dr. Joe Parking Lot Paving- Under Design
- Lighthouse Rehab- Bids Received, 3/1/22 agenda
- Monument Ave. Sidewalks- Under Construction
- Dooder Parker Park- Outdoor Exercise Equipment & Disc Golf Improvements- Received State Approval to Award Bids, Part of the Monument Ave. Concrete Bid

- Washington Gym Complex- Outdoor Exercise Equipment & Disc Golf Course- Received State Approval to Award Bid, Part of the Monument Ave. Concrete Bid
- Haven Road & Sea Grass Circle Sewer- Working on Design
- New Boat Ramp Access Road- Under Design
- Dugout Repairs at Benny Roberts Park- City Staff is making the repairs to the baseball fields and the County staff is working on the softball fields
- Washington Gym Sidewalk Cover- Plans are being Engineered
- Road Striping- Under Construction
- Knowles Ave Water/sewer extension- Complete
- Beacon Hill Sewer- Task order signed for design by Dewberry
- Florida Forever Property Picnic Pavilion- Donation by the Rotary Club, waiting on delivery.

SECTION 00 41 00 - BID FORM

BID FORM

Project: Cape San Blas Lighthouse Renovations and Repairs Port St. Joe, Florida

Date: February 15, 2022

To: Charlotte Pierce, City Clerk City of Port St. Joe

To Whom it May Concern:

The undersigned as Bidder hereby declares that the only persons, company or parties interested in this proposal or the Contract to be entered into, as principals, are named herein, and that this proposal is made without connection with any other person, company or parties making a bid or proposal and that it is in all respects fair and in good faith, without collusion or fraud; that the Bidder has carefully examined and fully understands the contract, plan and specifications and other documents hereto attached and has made a personal examination of the site of the proposed work and has satisfied him/herself as to the actual conditions and requirements of the work and he/she hereby proposed and agrees that if the proposal is accepted, he/she will contract with the City of Port St. Joe in the form of contract hereto attached, to furnish all necessary machinery, equipment and apparatus, and all labor, materials, equipment and other items, facilities and services to construct the work specified and called for by the plans and specifications in the manner specified and to complete the said work within 90 calendar days after receipt of the Notice to Proceed, for the bid following price:

Base Bid: Three hundred eighty-two thousand dollars. (\$ 382,000.00)

Additive Alternate 1: Fifty two thousand three hundred eighty dollars (\$52,380)

The Bidder hereby agrees that the above proposal shall remain in full force and effect for a period of thirty (30) calendar days after the time of the opening of this proposal and that the bidder will not revoke or cancel this proposal or withdraw from the competition within the said thirty (30) calendar days.

The above proposal, if accepted by the City of Port St. Joe, Florida, shall form the basis of a Contract.

Jim Anderson

From: Barbara Cocciolo <bcocciolo@lippes.com>
Sent: Tuesday, February 22, 2022 1:29 PM
To: Jim Anderson
Cc: Gauthier, Katia M.; Panos, Cora A; Susan Kennerly
Subject: 12294-00036 BCC Waste Solutions LLC - Lease with the City
Attachments: Lessor Agreement - Port St Joe.pdf

Importance: High

Mr. Anderson –

Hunter Swanzy provided your contact information to me in connection with the BCC Waste Solutions lease with the City. I am the attorney for Synovus Bank, the SBA lender working with Mr. Swanzy to facilitate an SBA Loan for BCC. I understand your City attorney has confirmed that the current lease cannot be amended to extend the lease term to match the 10-year term of the SBA loan, and we appreciate the difficulty that could present for the City.

We would like to request, however, that the Lessor (the City) acknowledge of the bank's rights with respect to collateral existing on leased premises. I have enclosed a copy of our standard Lessor's Agreement for your consideration. We are hopeful that the City, as Lessor, will execute the Lessor's Agreement to facilitate the bank's access to BCC collateral in the unlikely event of a default under the SBA Loan. I am happy to discuss this with the City attorney at his or her convenience. That said, we have scheduled our closing for Friday, February 25, 2022. It would be greatly appreciated if you would respond to this email as soon as possible so that we can determine whether the City can assist in this regard.

Should you have questions, please let me know.

Many thanks,

Barbara Cocciolo
Partner



10151 Deerwood Park Blvd.
Bldg 300, Suite 300
Jacksonville, FL 32256
ph: 904.660.0020 ext. 1510 | fx: 904.660.0029
bcocciolo@lippes.com | lippes.com
[LinkedIn](#) // [Twitter](#) // [Facebook](#)

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LESSOR'S AGREEMENT

Lender: Synovus Bank
960 Buford Highway
Cumming, GA 30041

Tenant/Lessee: BCC Waste Solutions LLC

Premises Address: 1420 Industrial Rd.
Port Saint Joe, FL 32456

Lease Dated: 10/19/19

Lessor & Address: City of Port St. Joe, a Florida Municipal Corp

Lessor understands that in connection with the Lease, Tenant is obtaining a loan from Synovus Bank ("Lender"), said loan being guaranteed by the United States Small Business Administration (hereinafter, the "loan") and secured by a security interest in all of the Tenant's assets, including a Collateral Assignment of the Tenant's leasehold interest in the Premises. For good and valuable consideration, Lessor agrees as follows:

- a. Lessor agrees to subordinate, upon the terms and conditions set forth in this agreement, to Lender any and all liens, including distraint and levy, against the property of Borrower installed in the demised Premises under the lease ("Collateral"), in which property Lender has or will have a security interest as collateral for the loan.
- b. Lessor agrees to the collateral assignment of Tenant's leasehold interest to Lender, including right of reassignment.
- c. Lessor agrees that in the event of default by Tenant under the Lease, Lessor will not terminate the lease without giving Lender thirty (30) days written notice by certified mail of Tenant's default at the address identified above. Lender shall have the right to cure such default during the applicable cure period provided to Tenant under the Lease.
- d. Lessor shall grant access to the Premises to Lender for purposes of removal by Lender of any property subject to Lender's security interest with the understanding that the Lender shall have the obligation to repair any damage to Premises during removal. Lender shall remove all such property within thirty (30) days after termination of the Lease.
- e. That as of this date, to the best of Lessor's knowledge, Lessee is not in default under any terms of the lease of the premises occupied by Borrower/Lessee.
- f. That none of the property of Lessee situated on said leased premises constitute fixtures or any part of the real estate of Lessor as same has been placed on said premises with the agreement and understanding that such property may be removed therefrom by Lessee, its successors or assigns, and all property hereafter placed on leased premises by Lessee may be removed therefrom and shall not be considered affixed as part of the real estate.
- g. Lessor hereby agrees that the original lease entered into between Lessor and Lessee will not be amended without the express written consent of Lender, which consent will not be unreasonably withheld
- h. That Lessor certifies that the undersigned has full authority to execute this Agreement.

Date: _____

LESSEE: BCC WASTE Solutions LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

LESSOR: City of Port St. Joe, a Florida Municipal Corp

Signature: _____

Print Name: _____

Title: _____

Date: _____

LENDER: Synovus Bank

Signature: _____

Print Name: _____

Title: _____



P. O. Box 243, Port St. Joe, FL 32457
216 Eighth Street; Port St. Joe, FL 32456

Email: psjgardenclub@gmail.com
Facebook: [Port St. Joe Garden Club](#)

25 February 2022

TO: Rex Buzzett
Eric Langston
David Ashbrook
Brett Lowry
Scott Hoffman
Jim Anderson
Charlotte Pierce

FROM: Port St. Joe Garden Club

RE: Port St. Joe Downtown Improvement

The Port St. Joe Garden Club (PSJGC) is soliciting the full support of city officials for the Downtown Improvement project. Aspects of this project include installing public gardens and lighted displays throughout the historic downtown area in Port St. Joe – Reid Avenue and through streets from Hwy 98 to Reid, including 2nd, 3rd and 4th Streets. The displays, which will be refreshed for three seasons, will feature native and easy to grow and maintain wildflowers and historically relevant plant material and native grasses. These all attract butterflies, bees and other pollinator species that have long been associated with this area and support our city as an official bird sanctuary.

The PSJGC is committed to use its considerable volunteer roster to further the ongoing recovery and revitalization after Hurricane Michael. The club will use grant funding, volunteer efforts and its resources to design and install these plantings around trees, and install benches. Local merchants will not be asked to provide funding for this project. Enclosed are photos of a sample urn and plantings to line the downtown corridor as well as renderings of the project. Future plans will include hanging baskets on lamp posts as allowed.

We would appreciate support from the city in the form of:

- Use of a city water buffalo, trailer to transport it and access to a water source to care for planted beautification installations throughout the downtown area.
- Grants to the garden club would pay for an employee to water the plants.

- Use of city electricity for ground lighting of displays on Reid Avenue.
- Letter of support from city council to be used with applications to potential funders. This will be an ongoing process until the project is complete and needs are met.
- Participation in any kickoff/unveiling events in connection with the project with, of course, photo ops and if desired, placement in local media.
- Permission to place benches. The garden club will maintain these benches.
- Receive plantings as a gift to the city from the garden club with the following stipulations:
 1. Garden club will design and select all plant materials used.
 2. The PSJGC will have full access to the containers at all times for planting and maintenance.
 3. Containers will not be moved or removed from their downtown placement.
 4. Containers will be insured and included in the City's liability policy.

Thank you in advance for your support of this valuable community-initiated project and we look forward to seeing it achieve the goal of improving the downtown area.

Enclosures:
Renderings

leia 'Purple Queen'



Agapanthus africanus

Bougainvillea 'Purple Queen'





November 2, 2021

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

Email: kpettis@psj.fl.gov

RE: CD300M-DBS - FSA
Sale Quotation 126013787

Dear Mr. Pettis:

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

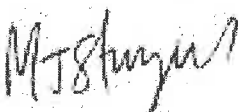
Please see the attached sale pricing for our 12" CD300M critically silenced diesel back-up pump with Cat C9 T3 Engine and the requested options.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

All pricing is based on the Florida Sheriff's Contract #FSA19-VEH17.0, Item #169.

If you have any questions or require further information, please don't hesitate to contact me.

Sincerely,



Michael Sturgill
Regional Sales Manager

MS / gy

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Dri-Prime CD300M Critically Silenced	\$ 133,928.00	\$ 133,928.00
		• Sound Attenuated Enclosure		
		• 12" suction and discharge		
		• Caterpillar C9 Tier3 diesel engine		
		• Includes PrimeGuard Engine Controller		
		• Skid-mounted, 250 gal fuel tank		
		• Engine/Motor Options		
		• Emergency Standby Diesel Engine	0.00	0.00
		• Base Options		
		• UL Double Wall Tank	5,680.00	5,680.00
B	1	PrimeGuard Float Set	392.00	392.00
		• w/ 65' Mechanical Floats		
<div> <p>Due to a limited supply of the Tier 3 diesel engines, this quotation is valid for 10 business days from date of issue. Contact our office if an updated quotation is required.</p> </div> <div> <p>Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.</p> </div>				
NET SALE TOTAL				\$ 140,000.00

2022 Headworks 12" pump project

	\$\$\$	done by
Pump		140000 XYLEM - Stephen Kichler
mitigation stand		25000 contractor
Pipe work parts elbow, valve...		6000 PSJ
Pipe work		0 PSJ
plumbing parts HDPE		11000
Craine		1000
		183000

28 Total



304 6th Street



602 Monument Ave



530 3rd Street



107 Liberty St.



120 Liberty Street



277 Ave D.



186 Ave D



1301 Constitution Pr



1302 Monument Ave



1304 Palm Blvd



209 9th Street



511 9th Street



108 Bellamy Circle



1700 Garrison Ave



2907 Gullism Ave



809 marvin



1001 Woodward Ave



1320 Woodward Ave



1911 Long Ave



111 Allen Memorial Way



210 16th Street



1610 Palm Blvd,



2105 Constitution Dr



100 St. Joseph Dr



109 SUNset Circle



903 16th Street



1104 Monument Ave



Grants Updated- 3/1/22

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
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
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, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded, waiting on a contract. No Match.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Approved with no match
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Potential Match for New Government Complex
FDEO	\$943,222.50	Commercial District Waterline Replacement. Grant Application submitted 1/2022.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Working on a task order for Design from Dewberry.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21
FDEP	\$230,000	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
Legislative Appropriation	\$500,000	Core Park Splash Pad, Rest Room, & Stage. Application submitted 10/25/21 to Representative Shoaf
FDOT/SCOP		Working on Application for re-surfacing Allen Memorial