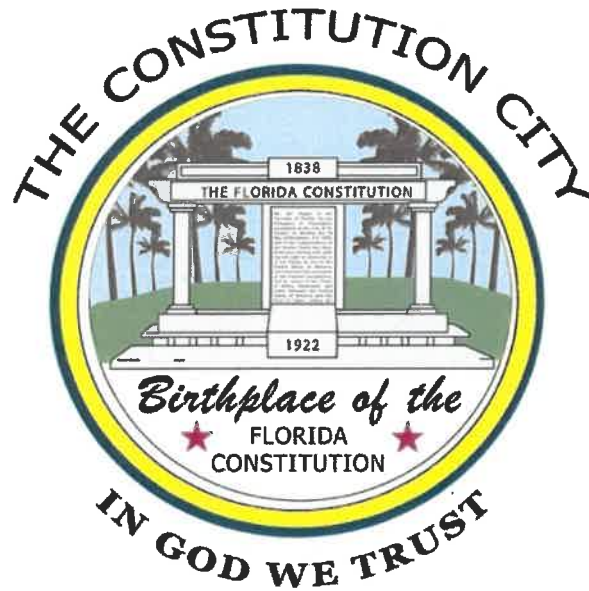


August 2, 2022
Budget Workshop
11:00
Regular Meeting
12:00 Noon



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 August 2, 2022

Call to Order

Consent Agenda

Minutes

- **Regular Meeting 7/19/22**

Pages 4-8

City Engineer

- **Long Ave. Water/Sewer/Paving Project**
- **Ave. C, D, & Dr. Joe Parking lot Paving Bid Specs**
- **First Street Paving**
- **Downtown Utility Improvements**
- **Beacon Hill Sewer Design**

City Attorney

- **ESAD Sewer MOU Update**
- **Boy Scout Bldg. Lease Agreement**

Pages 9-16

Old Business

- **City Projects**
- **Joint City/County Workshop 8/25 at 5:00**
- **RFP 2022-06 Fish Cleaning Station Bids**

Page 17

Pages 18-22

New Business

- **Sewer Connection Statute**

Pages 23-24

Public Works

- **Septic to Sewer Grant**
 - **RFP 2022-10 Bore Bids (Handout, bids close on 7-28)**
- **Haven Road & Sea Grass Circle Sewer**
- **RFP 2022-11 Control Panels (Handout bids close on 7-28)**

Pages 25-26

Surface Water Plant

- **Update**

Wastewater Plant

- **Update**

Finance Director

- **FEMA- Update**
- **2022-23 Budget- Update**

Code Enforcement

- **Update**

Police Department

- **Speed Hump Policy**

Pages 27-34

City Clerk

- **Grants Update**

Pages 35-36

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, July 19, 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.

Swearing In of Newly Elected Commissioners Scott Hoffman and Brett Lowry

Gulf County Judge, Timothy J. McFarland, administered the Oath of Office to Commissioner Brett C. Lowry as his daughter, Brooklyn, held the Bible for the ceremony.

Judge McFarland also administered the Oath of Office to Commissioner Arthur S. Hoffman, as his wife, Sharon, held the Bible for Commissioner Hoffman as the Oath of Office was administered.

Recognition of John Ford Fire Chief Retirement

Mayor Rex Buzzett recognized retiring Fire Chief, John Ford for his 33 years of dedicated service to the City of Port St. Joe as a Fireman and Fire Chief. Mayor Buzzett presented a plaque to Chief Ford for his years of service.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of June 21, 2022, and the Special Meeting of July 1, 2022. All in favor; Motion carried 5-0.

City Engineer – Josh Baxley

Long Avenue Water / Sewer Project, Drainage Improvements Task Order:

This project is under construction. Dewberry is working on final water line tie-ins with sidewalk and driveway replacements. They are working to schedule an update meeting with the contractor.

Long Avenue Paving – Resurfacing plans were competed and provided to the City for review on June 1, 2022. Dewberry was asked to address drainage issues from First to Third Street and Highway 71 to Sixth Street including contribution basins along Sixth Street. A Task Order has been provided for the additional services which include topographic survey and drainage design. Dewberry expects to provide the City with an updated plan set for review the week of July 25, 2022.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Long Avenue Drainage Task Order in the amount of \$13,700 with Dewberry. All in favor; Motion carried 5-0.

Avenues C, D, and Dr. Joe Parking Lot Paving Bid Specs

The City will have a 60% completed plan set for review by the end of the week.

First Street Paving

We are waiting on a response from FDOT for additional funding.

Downtown Utility Improvements, Potable Water Task Order:

SRF has requested that this project be "bid ready" to apply for construction funding. A Task Order has been provided to meet the requirements of SRF.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Downtown Water Lines Replacement Task Order in the amount of \$17,250 with Dewberry. All in favor; Motion carried 5-0.

Mayor Buzzett requested that Mr. Baxley check on the potholes that have occurred in the road on First Street since the work has been done on the First Street Lift Station.

City Attorney –

ESAD Sewer, Interlocal Agreement

Attorney McCahill noted that the attorney for Mr. Seifert is still reviewing the contract for ESAD.

An agreement was received from the county that was not what was sent to them by Attorney McCahill. A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to approve the agreement written by Mr. McCahill. All in favor; Motion carried 5-0. The change is "The County further agrees that this Agreement is also contingent upon the County conveying to the City the Solid Waste System for Beacon Hill (also know as Integras) as well as the necessary perpetual easements and/or deeds necessary for the City to own and operate the Beacon Hill Sewer System." The Agreement will be updated and returned it to the county for their approval.

Christy McElroy shared her concerns and asked about the City's responsibility for cleanup of the three lift stations on the ESAD site. Mr. Grantland shared that those are Mr. Seifert's responsibility as the City would not be using them.

Boy Scout Building Lease Agreement

Bill Van Der Tulip, Alen Wetzstein, and Ben Welch spoke on behalf of the Boy Scouts and asked that they be allowed to discuss the lease because of some concerns in the agreement. Mr. McCahill will meet with the gentlemen to discuss the lease and it will be on the Agenda August 2, 2022, for consideration of adoption.

Ordinance 598 Food Truck Amendment, Second Reading and Adoption

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 598 prohibiting Food Trucks on Reid Avenue other than for special events. All in favor; Motion carried 5-0.

Attorney McCahill read Ordinance 598 by Title.

Resolution 2022-07 Rental Rates

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to adopt Resolution 2022-07 Rental Fees. All in favor; Motion carried 5-0. The change in this Resolution impacts For Profit Rentals only.

Edward Earl Williams questioned why there was no longer a traffic light at the Intersection of Avenue C and MLK Boulevard and also asked about a pipe near the old entrance to the A N Railroad site.

Old Business

City Projects

Mr. Anderson reviewed the projects and there were no questions by Commissioners.

Joint City / County Workshop

The Commissioners agreed to a Joint City / County Workshop on Thursday, August 25, 2022, at 5:00 P.M. in the City Commission Chambers. This will be to discuss the Field of Dreams opportunities.

New Business –

Tentative Millage Rate

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to set the Milage to start the Budget planning process at 4.5914 Mills. All in favor; Motion carried 5-0. The Milage rate can come down but it cannot be increased once it is set. The first Public Hearing date will be September 13, 2022, at 5:01 P.M. in the Commission Chamber.

Juneteenth Holiday – Commissioner Hoffman

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to add the Juneteenth Holiday to the City Calendar of paid holidays for City employees. All in favor; Motion carried 5-0.

Business Tax Discussion

After discussion, no action was taken to make any changes to the current Business Tax License.

City Representation on local boards

Commissioner Ashbrook has asked that he be removed from several boards that he serves on due to work requirements.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, for Commissioner Hoffman to serve on the Gulf County TDC. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, for Commissioner Langston to serve as Chairman of the Port St. Joe Redevelopment Association. All in favor; Motion carried 5-0.

Public Works – John Grantland

Septic to Sewer Grant Update

Mr. Grantland noted they are pushing forward with the grant and several customers have taken advantage of the opportunity this week.

Surface Water Plant

Mr. McClamma was running the plant and Mr. Anderson shared there has been an issue with a pump, but parts have been ordered, and should be in shortly.

Wastewater Plant – Kevin Pettis

Mr. Pettis stated the plant has lost a foot in the lagoon, they are pumping 16 hours a day, and there are issues with a crack in the exterior wall of the hypo tank which will be replaced. He also shared that the pad for the new back-up pump at the headworks has been poured and they are waiting on the arrival of the pump.

Finance Director – Mike Lacour

FEMA Update

The Clifford Sims Park Project has been moved from Step 3 to 5 and we are still waiting on approval of the project.

Maddox Park Gazebo

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to move forward with this project using insurance money that has been provided for this site. All in favor; Motion carried 5-0. Monolith Construction has agreed to honor their bid of \$218,332.88 for RFP 2021-08.

2022-23 Budget Update

The first Budget Workshop will be held on August 2, 2022, at 11:00 A.M., prior to the City Commission Meeting.

Code Enforcement –

Mr. Anderson shared that several houses have been torn down, Code Enforcement Hearings are moving forward, and campers are being moved.

Christy McElroy questioned if a new FL Statute requires that a person filing a complaint must be identified. She asked that Code Enforcement look at things, reminded the Commission that it has been almost 4 years since the hurricane, and it is time to clean our town up.

Police Department – Chief Richards

Speed Bump Policy

Chief Richards has created a Speed Bump Policy based on other policies in this area. He asked that the Commissioners review the policy, shared that each speed bump would cost between Five and Ten thousand dollars and the costs would be an addition to the budget. Chief Richards noted that Avenues A, Garrison, Long, and Monument would not qualify for Speed Bumps.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce noted that City Staff continues to work with our grant writers providing needed documents for applications.

Citizens to be Heard –

Marquita Thompkins asked that enforcement officers be equipped with cameras. Chief Richards will look into costs, noted it was extremely expensive in the past, and there are a number of issues to consider.

Christy McElroy asked for signs on the walking path prohibiting e-bikes and other engine driven vehicles. She also requested that the path be monitored for violators.

Chester Davis shared his concerns about a PSJRA Advisory Committee. Mayor Buzzett responded that the Commission accepted applications for the PSJRA Board, but not on an Advisory Board to the PSJRA. Citizens are always welcome to make recommendations.

Mr. Davis also noted that on August 1, 2022, the Brownfield Committee would be meeting in Port St. Joe, and in September the EPA will hold a meeting here. He mentioned the Regenes meeting went well.

George Foxworth asked about the application he provided and Mayor Buzzett noted that was for membership on the PSJRA Board and not an advisory committee.

Discussion Items by Commissioners

Commissioner Langston did not have anything to discuss with the Commission.

Commissioner Ashbrook stated that there was a large contract awarded while he was out and he was hurt that he was not aware of it. Mayor Buzzett responded that it was in the Agenda for the Regular Meeting on June 21, 2022, that was distributed on Friday prior to the meeting.

Commissioner Lowry mentioned that two Commissioners and the City Manager were absent when the contract was awarded. He also thanked the public for returning him to office again unopposed.

Commissioner Hoffman thanked Carla Riley and Bonnie Durham for their help with the reception today, expressed his appreciation to the public for returning him to office again, and asked about an open FRDAP Grant. He noted the growing number of golf carts without a decal on them and asked that the Police Department take note of the violators.

Mayor Buzzett offered his congratulations to Commissioners Lowry and Hoffman and shared that he is looking forward to working with them. He encouraged the Commissioners to get the budget wrapped up.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 2:00 P.M.

Approved this _____ day of _____ 2022.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

LEASE AGREEMENT

THIS AGREEMENT entered into as of July _____, 2022 by and between the CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessor" and the JON C. GAINUS VFW POST 10069 on behalf of and for BOY SCOUT B TROOP 0047, hereinafter referred to as "Lessee".

RECITALS

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

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

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

ARTICLE 1 PREMISES

1.1 Physical Location: Lessor hereby leases to the Lessee, and Lessee hereby takes and hires from Lessor, subject to the terms and conditions contained in this Lease, that certain real property located in Port St. Joe, Gulf County, Florida identified as 318 Gautier Memorial Way, Port St. Joe, Florida 32456 (Gulf County Parcel Identification Number: 04715-001R)

ARTICLE 2 PURPOSE OF THE LEASE

Lessee shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or extension thereof, Lessee shall use and occupy the premises for use as meeting and storage space for Boy Scouts of America Troop 0047. The Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of the Lessor.

ARTICLE 3 TERM

3.1 Term: The term of this lease shall be for one (1) year beginning August 1, 2022 through July 31, 2023.

3.2 Possession Date: Lessee shall take possession of the leased premises on August 1, 2022 upon the execution of this Lease Agreement and payment of the rent for

the entire lease term (see below) and any certificates of insurance required under the Lease.

3.3 Early Termination: Either party may terminate this Lease Agreement with thirty(30) days written notice to the other party.

ARTICLE 4 RENT

The yearly rent for the leased premises is \$ 1.00 (one dollar). All of which being due upon execution of this Lease.

ARTICLE 5 SECURITY DEPOSIT

5.1 Amount of Security Deposit: No security deposit is required under this Lease. However, the Lessor will be entitled to document the condition of the premises at the onset of the Lease by taking pictures and/or video.

ARTICLE 6 UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: Lessor will pay for the electric, water, sewer. Lessee will be responsible for any other utility for example Internet and television services.

6.2 Taxes:

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

ARTICLE 7 Conditions, Care and Repairs

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

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

7.2 Care of Premises: Lessee will be responsible for the regular maintenance of the building and grounds of the premises.

7.3 Repairs: Lessor will be responsible for any major repairs to the building that cost in excess of \$250.00. Lessee will be responsible for any repair to the building that costs less than \$250.00.

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

ARTICLE 8 Surrender of Premises

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

ARTICLE 9 Waste, Nuisance, and Unlawful or Dangerous Activity

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

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

9.3 Compliance with Law: Lessee shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by Lessee and the business therein conducted by the Lessee as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the Lessee, the premises, and/or the business of the Lessee. Lessee shall strictly comply with all Port St. Joe Land Use Regulations including, but not limited to, the accumulation of trash and rubbish on the grounds of the premises and that dealing with unregistered and/or junk vehicles located on the premises.

9.4 Lessee hereby agrees that it will only use the premises for boy scout meetings and activities/events. Lessee agrees that the premises will not be used for any other purpose and it will prohibit the use of the premises by any individual person(s) or entities for any other use other than boy scout meeting and activities/events. Lessee agrees that no person will spend the night at the premises. A person or persons spending the night at the

premises shall constitute a default under the Lease and be grounds for immediate termination of the Lease at the discretion of the Lessor. Further, all items stored on in the premises or on the grounds of the premises must be Boy Scout related items and must be kept or stored on the premises grounds in a clean and organized manner. No junk vehicles shall be stored on the premises and any vehicle parked at the premises must have a valid unexpired registration and vehicle tag.

Further, the Lessee agrees that it will ingress and egress the premises only through the drive way coming off Oak Grove Avenue and will not enter or leave the premises from any other point.

ARTICLE 10 Covenants of Quiet Enjoyment

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

ARTICLE 11 Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance for the premises in the amount of \$1,000,000.00 (one million dollars). Lessor shall be listed as an additional insured on said policy. Lessee agrees that it shall hold Lessor harmless from any liability stemming from the Lessee's use of the property and will indemnify and defend Lessor against any such liability associated with the Lessee's use of the premises.

11.2 Other Insurance: It shall be the Lessee's option to obtain fire and casualty insurance on any of its personal property located on the premises.

ARTICLE 12 Sublease

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

interest of tenant in the premises in this Lease is not assignable by operation of law without the written consent of Lessor.

ARTICLE 13

Default

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

- a. If Lessee's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of the Lessor. This includes any involuntary assignment through the operation of any other instrument to which the Lessee is a party with any other individual or business entity.
- b. If Lessee violates any provision of Article 14 relative to construction liens or Article 9 the Lessor shall have the right to immediately terminate this lease.
- g. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of Ten (10) days after written notice thereof has been delivered by Lessor to Lessee.

ARTICLE 14

Construction Liens

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

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

ARTICLE 15

Miscellaneous

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

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

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

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

Lessee:

Lessor: City of Port St. Joe
C/O Jim Anderson, City Manager
305 Cecil G. Costin, Sr., Blvd.
Port St. Joe, Florida 32456

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

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

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

16.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any

right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself entitle a party to any other or further notice or demand in similar or other circumstances.

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

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

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

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

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

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

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

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

Executed on this the _____ day of July 2022 to take effect as of the date first above written.

CITY OF PORT ST. JOE
Lessor

BY: _____
Rex Buzzett, Mayor Date _____

ATTEST: _____
Charlotte M. Pierce Date _____
City Clerk

JON C. GAINOUS VFW POST 10069 (Boy Scout Troop 0047)
Lessee

BY: _____
Date _____

Current City Projects 8/2/22

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Bid Awarded, Construction to bid shortly. FEMA award of \$
- Centennial Bldg. Rehab- Bids to be opened on 8/12/22
- Lighthouse Complex Rehab- Bids to be opened on 8/12/22
- Lighthouse Painting- Bid Awarded Razerback, working on a contract
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on compliance to begin.
- City Hall Complex- Working on USDA Grant/Loan Docs
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- Working on Contract
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- Working on Bid Specs
- Ave. C, D, & Dr. Joe Parking Lot Paving- Under Design
- Dooder Parker Park- Outdoor Exercise Equipment & Disc Golf Improvements- Under Construction
- Washington Gym Complex- Outdoor Exercise Equipment & Disc Golf Course- Under Construction
- Haven Road & Sea Grass Circle Sewer- 8/2/22 Agenda
- New Boat Ramp Access Road- Tabled
- Washington Gym Sidewalk Cover- Under Construction
- Beacon Hill Sewer- Task order signed for design by Dewberry, Working on an interlocal agreement for the Lift Station location & ESAD Sewer Purchase

PROJECT NAME: Fish Cleaning Station**Company:** City of Port St. Joe**Anticipated Ship To:** Port of St. Joe, FL**Quote Date:** July 14, 2022**Sales Manager:** Elizabeth Quigley**Shop Drawings:** 6 Weeks**Ship Equipment Lead Time:** 16 Weeks**Terms, OAC:** NET 30**Pricing:** Valid for 60 days**Shipping & Handling:** Included

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to the terms and conditions listed on the JWC Environmental "Terms and Conditions" page and any comments and exceptions listed below.

Intended Service: Grinding fish waste

Scope of Supply to include:

JWC Environmental FISH CLEANING STATION

One (1) Model 3-HYDRO-0804 Monster Industrial Grinder suitable for handling 400 gpm (92 m3/hr). Scope of supply to include:

- * Grinder with 8" cutter stack using 7-tooth cam cutters in 4130 alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & side rails with 4" dia. pipe flanges, 29:1 speed reducer and 5 hp TEFC 208-230/460v/3ph/60Hz electric motor

One (1) Fish cleaning table and enclosure. Scope of supply to include:

- * Table, 84" long X 43" wide X 38" tall fabricated in 304 stainless steel with hinged access doors
- * Sink fabricated in 304 stainless steel with swirl spray nozzles for rinsing
- * Two (2) Polyethylene cutting boards 84" long
- * Two (2) spray wash wands with easy reach cord
- * Safety inlet hood

One (1) PC2200 motor controller in a NEMA 4X FRP enclosure accepting 208V, 230v or 460V/3ph/60Hz or 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC

One (1) Day start up and training

Four (4) Operation and Maintenance manuals

Comments and Exceptions:

- Standard one-year warranty is included— Please reference attached standard JWC Terms and Conditions of Purchase.

Unless specifically stated above, this quotation does not include installation, any taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, spare parts, or special tools.

Price:	\$83,859
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**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY



Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or



under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.



The 2021 Florida Statutes

[Title XXIX](#)

PUBLIC HEALTH

[Chapter 381](#)

PUBLIC HEALTH: GENERAL PROVISIONS

[View Entire Chapter](#)**381.00655 Connection of existing onsite sewage treatment and disposal systems to central sewerage system; requirements.—**

(1)(a) The owner of a properly functioning onsite sewage treatment and disposal system, excluding an approved onsite graywater system, must connect the system or the building's plumbing to an available publicly owned or investor-owned sewerage system within 365 days after written notification by the owner of the publicly owned or investor-owned sewerage system that the system is available for connection. The publicly owned or investor-owned sewerage system must notify the owner of the onsite sewage treatment and disposal system of the availability of the central sewerage system. No less than 1 year prior to the date the sewerage system will become available, the publicly owned or investor-owned sewerage system shall notify the affected owner of the onsite sewage treatment and disposal system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within 1 year of the actual availability. The owner shall have the option of prepaying the amortized value of required connection charges in equal monthly installments over a period not to exceed 2 years from the date of the initial notification of anticipated availability. Nothing in this section shall operate to impair contracts or other binding obligations relating to payment schedules in existence as of October 1, 1993. Nothing in this paragraph limits the power of a municipality or county to enforce other laws for the protection of the public health and safety.

(b) The owner of an onsite sewage treatment and disposal system that needs repair or modification to function in a sanitary manner or to comply with the requirements of ss. [381.0065-381.0067](#) or rules adopted under those sections must connect to an available publicly owned or investor-owned sewerage system within 90 days after written notification from the department. In hardship cases, upon request of the owner, the department may approve an extension of not more than 90 days for sewerage connection. The department may approve only one extension. This paragraph does not authorize the owner of the onsite sewage treatment and disposal system to create or maintain a sanitary nuisance.

(2) The provisions of subsection (1) or any other provision of law to the contrary notwithstanding:

(a) The local governing body of the jurisdiction in which the owner of the onsite sewage treatment and disposal system resides may provide that any connection fee charged under this section by an investor-owned sewerage system may be paid without interest in monthly installments, over a period of time not to exceed 5 years from the date the sewerage system becomes available if it determines that the owner has demonstrated a financial hardship. The local governing body shall establish criteria for making this determination which take into account the owner's net worth, income, and financial needs.

(b) A publicly owned or investor-owned sewerage system may, with the approval of the department, waive the requirement of mandatory onsite sewage disposal connection if it determines that such connection is not required in the public interest due to public health considerations.

(c) A local government or water and sewer district responsible for the operation of a centralized sewer system under s. [153.62](#) may grant a variance to an owner of a performance-based onsite sewage treatment and disposal system permitted by the department as long as the onsite system is functioning properly and satisfying the conditions of the operating permit. Nothing in this paragraph shall be construed to require a local government or water and sewer district to issue a variance under any circumstance. Nothing in this paragraph shall be construed

as limiting local government authority to enact ordinances under s. 4, chapter 99-395, Laws of Florida. A local government or water and sewer district located in any of the following areas shall not be required to issue a variance under any circumstance:

1. An area of critical state concern.
2. An area that was designated as an area of critical state concern for at least 20 consecutive years prior to removal of the designation.
3. An area in the South Florida Water Management District west C-11 basin that discharges through the S-9 pump into the Everglades.
4. An area designated by the Lake Okeechobee Protection Act.

History.—s. 2, ch. 93-151; s. 5, ch. 2006-252.



LANIER MUNICIPAL SUPPLY CO., INC.
6998 HWY 77
SOUTHPORT, FL 32409
850-769-7006

Quotation

Quote #	
002-02009469	
Date	Expire Date
07/18/2022	08/17/2022

Bill To: PORT100
CITY OF PORT ST. JOE

P.O. BOX 278
PORT ST. JOE, FL 32457

Ship To: 01
CITY OF PORT ST. JOE
ATTN: JOHN GRANTLAND
P.O. BOX 278
PORT ST. JOE, FL 32457

Project Name		Terms	Ship Via/Freight		Contact	
HAVEN AND SEA GRASS		(C) NET 30 DAYS	LMSC TRUCK / FULL FREIGHT ALLOWED		JOHN GRANTLAND	
Line	Item #	Description	Quantity	U/M	Unit Price	Ext Price
1	010-FAST-0905-04A	FAST-0905 X 4A CARBON STEEL FLANGE TAPPING SLEEVE	2	EA	561.510	1,123.020
2	VALV-AVK-FLG-MJ-GAT-04	4" AVK MJ X FLG R.S. GATE VALVES	2	EA	605.000	1,210.000
3	FFRR-FAS-04-SS	4" SS FULL FACE RED RUBBER FLG ACCESSORY SET	2	EA	29.630	59.260
4	VB-IMP-461-S-COMP-SWR	18-24 IMP V.B. SCREW TYPE W/ SEWER LID	2	EA	75.000	150.000
5	MR-SEMJ-0403	4" X 03" SEMJ REDUCER	2	EA	52.000	104.000
6	050-MEGA-ONLY-1104	4" 1104 MEGA LUG ONLY-DIP	2	EA	26.020	52.040
7	ACC-MJ-STD-LG-04	4" STD MJ ACC SET L/GLAND	2	EA	13.240	26.480
8	PET-3.00-500-IPS-DR11-BG	3" X 500' DR11 IPS TUBING BLK W/ GRN	1,500	FT	4.950	7,425.000
9	PET-2.00-500-IPS-DR11-BG-CH	2" X 500' DR11 IPS PE TUBING BLK W/ GRN - CH	4,000	FT	2.150	8,600.000
10	WIRE-PT-HF-CCS-PE30-12G-G	12 GAUGE (OT) PRO-TRACE HF-CCS-PE30 TRACER WIRE - GREEN	4,500	FT	0.110	495.000
11	MY-03-03	3" MJ WYE	2	EA	113.000	226.000
12	MP-0302	3" X 02" MJ TAPPED PLUG	3	EA	61.000	183.000
13	MLPS-03	3" X 12" MJ SLEEVE	2	EA	51.500	103.000
14	MC-0302	3" X 2" MJ TAPPED CAP	1	EA	50.500	50.500
15	050-MEGA-ONLY-2003-PV	3" 2003 PV MEGA LUG ONLY-PVC	8	EA	30.520	244.160
16	ACC-MJ-TRN-LG-03	3" TRANS MJ ACC SET L/GLAND	8	EA	12.640	101.120
17	ACC-MJ-STD-LG-03	3" STD MJ ACC SET L/GLAND	3	EA	12.640	37.920
18	B90-2.00	02" BRASS 90	3	EA	25.850	77.550
19	BT-2.00-NL	02" X 02" BRASS TEE - NL	2	EA	41.300	82.600
20	BV-BRS-2.00-QT-LF-759T08LF	2" MATCO BRASS BALL VALVES W/LEVER FIP X FIP - LF #759T08LF	3	EA	45.630	136.890
21	BN-2.00-04.00	02" X 04" BRASS NIPPLE	3	EA	16.950	50.850
22	BC-2.00	02" BRASS CAP	3	EA	16.940	50.820
23	MTRBX-CDR-1118-SWR	CDR BOX 11 X 18 COMPLETE W/ SEWER LID FLARE	3	EA	158.590	475.770
24	B45-2.00	02" BRASS 45	10	EA	23.630	236.300
25	010-C87-77-NL	C87-77-NL 2" ADAPT MIP X PJ(IPS)	36	EA	99.250	3,573.000
26	010-C77-77-NL	C77-77-NL 2" COMP X 2" COMP (PVC) BRASS ADAPTER	8	EA	155.810	1,246.480
27	010-FB1700-7-NL	2" FB1700-NL MIP X FIP CORP STOP	7	EA	274.680	1,922.760
28	010-202NH-0250-IP6	ROMAC - 202NH-2.50 X 1-1/2" IP HDPE SADDLE	8	EA	138.700	1,109.600
29	010-202NH-0350-IP6	ROMAC - 202NH-3.50 X 1-1/2" IP HDPE SADDLE	2	EA	142.030	284.060
30	010-FB1102-6-NL	1-1/2" FB1102-6-NL MIP X COMP (PVC) BALL CORP STOP	10	EA	185.650	1,856.500
31	010-B71-666W-NL	B71-666W-NL - 1-1/2" CURB (PVC) X FIP	10	EA	227.800	2,278.000



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HAVEN AND SEA GRASS		(C) NET 30 DAYS	LMSC TRUCK / FULL FREIGHT ALLOWED		JOHN GRANTLAND	
Line	Item #	Description	Quantity	U/M	Unit Price	Ext Price
32	BN-1.50-03.00	01-1/2" X 03" BRASS NIPPLE	10	EA	10.900	109.000
33	VALV-MATCO-SW-CHK-01.50	1-1/2" THREADED #521T07 BRASS SWING CHECK VALVE	10	EA	27.650	276.500
34	PET-INS-SS-74-1.50-IPS-DR11	1-1/2" #74-DR11 IPS SS INSERT STIFFNER	20	EA	4.230	84.600
35	MTRBX-JD2101-UNIT-GRN-SWR	JD-2101 METER BOX W/ SOLID PLASTIC GREEN SEWER LID	10	EA	26.370	263.700
36	PET-1.50-100-IPS-DR11-BG-CH	1-1/2" X 100' DR11 IPS PE TUBING BLK W/ GRN - CH	300	FT	1.100	330.000

Est. - \$15,000.00 for Bores

Project Total - \$49,635.48

Material Total:	\$34,635.48
Sales Tax (0.000%) :	\$0.00
Total:	\$34,635.48

Approved by TANNER JENKINS

This takeoff represents our best interpretation of the plans provided to us and is only meant as a bidding aid to you. Pricing on this quote is good for orders placed within thirty days from date of the original quote and must be shipped complete within 60 days. Returns from this job must be in resaleable condition in order to receive credit. Special order items are non-returnable or could be subject to restocking fees from manufacturer.

City of Port St. Joe

SPEED HUMP POLICY and PROCEDURES FOR RESIDENTIAL AREAS

The City of Port St. Joe Commissioners recognize that properly placed and designed speedhumps are an effective tool for reducing vehicular speeds and discouraging cut through traffic on residential streets. This policy outlines the procedure for determining when, where, and how speed humps will be installed within Port St. Joe.

Speed humps shall be installed according to this policy and the specific design criteria outlined below. Requests for speed humps shall be directed in writing to the City Manager for review and recommendation to the Police Chief and approval by the City Commission.

Although residents of the City of Port St. Joe have the option of requesting the installation of a speed hump on their street, there are disadvantages associated with speed humps as follows:

- z Speed humps cause delays for police and fire vehicles of 3 to 5 seconds per hump and up to 10 seconds per hump for ambulances with patients.
- z Speeds may increase between humps as drivers speed to make up for lost time.
- z Speeds may increase over time as drivers get use to the feel of the speed humps.
- z Noise levels may increase as drivers brake and accelerate at speed humps.
- z Traffic volume may be diverted to adjacent streets as drivers seek alternate routes to avoid the speed humps.

z Some motorists drive with their wheel(s) in the gutter, bike lane, or road shoulder in order to minimize the impact of the humps.

z Speed humps may have a negative impact on air quality and energy consumption due to increased slowing and braking.

z Motorcycles, bicycles, and low clearance vehicles must use extra care. Speed humps may be installed in residential areas (local roads or streets) if all of the following conditions are met. Roads and/ or streets, which are classified or could be classified as COLLECTOR or ARTERIAL roads will not be considered for control under the guidelines of this program. By definition, the main purpose of a collector road is conveying the traffic from nearby residential roads and streets in order to provide access to another collector or arterial roadway.

In many cases, collector roads serve as primary access to residential areas for emergency vehicles. An arterial is that part of the roadway system serving as the principal network for through traffic flow.

1.0 A residential street may have a problem with either cut through traffic or vehicular speeding. By default, the street functions as a minor collector road but may not have the standard pavement width, pavement structure, shoulder width, or drainage system to serve effectively as a collector road. In addition, a street may permit it traffic from another subdivision to pass through the affected subdivision street in route to an outside destination. Priority for traffic calming shall be placed on streets where a higher density of housing exists (i.e., lots that are less than one acre with front yard setbacks less than 75 feet, thereby creating more potential conflicts with residents and pedestrians).

2.0 The cut through traffic or speeding problem can be identified by the City through current traffic counts, speed surveys, and projections of future traffic impact in accordance with long range development plans for the area. Cu t through traffic shall be defined as the traffic on the affected street, which does not originate or terminate in the subdivision. A condition of speeding exists when the 85th percentile speed of traffic on the street exceeds the posted speed limit.

3.0 An eligible street must be a local road/street with a projected average daily traffic count not to exceed 3,000 vehicles per day at the time of full development of the area. No speed humps shall be installed on any street with a current vehicle count of less than 300 per day. Speed humps may be removed by the City at any time in the future if the traffic count for the street exceeds 3,000 vehicles per day.

4.0 The City shall be responsible for traffic engineering review and cost of installation of speed humps, including paving, signing and pavement markings. The City Commission may establish an annual budget for the purpose of installing speed humps. Once the annual budget has been fully encumbered for a given budget year, the following alternatives are left as options to the affected area residents who desire traffic control speed humps:

z Waiting list (first come, first serve) for next budget year

z Neighborhood Association funding

5.0 The installation of speed humps shall be viewed as a last step in a comprehensive plan for reducing vehicle speed and for discouraging cut through traffic movements in a residential area. Prior to the installation of speed humps, the City shall address the problem through less dramatic measures, such as installation of additional signs, traditional pavement striping and marking, etc. The City in conjunction with residents shall re-evaluate the effectiveness of those measures six months after implementation.

Based on this evaluation, a final decision will be made on the installation of speed humps.

6.0 Standard Procedure for Implementation of Speed Humps

Following are the procedures for implementation of speed humps:

Step 1 Initiation

Step 2 Traffic Engineering Study

Step 3 Traffic Engineering Analysis/Classification

Step 4 Petition

Step 5 Approval by City Commission & Appropriation of Funds

Step 6 Installation of Speed Humps

6.1 Step 1: Initiation

Speed humps can be requested by any of the following methods:

6.1.1 Neighborhood request (a minimum of five signatures from the owners of five separate properties in the neighborhood will be required before study will be initiated)

6.1.2 Regulatory agency request (e.g. Police Department)

6.1.3 Commissioner Request

6.1.4 Staff field review

6.2 Step 2: Traffic Engineering Study Engineering staff will review the concern with the person(s) initiating the request to assure that the scope and details of the concern are clearly identified. A traffic study may include any or all of the following, depending on the scope of the concern.

- Traffic conditions at the location
- Existing traffic signs and pavement markings

- Motorist's travel patterns
- Effect of the roadway system in the vicinity
- Construction in the nearby area
- Traffic or roadway plans for the vicinity and contributing roadway system
- Time of day, day of week relationship
- Apparent causes of the concern
- History of the location
- Determination of roadway classification (local, collector or arterial)
- Emergency Services concerns
- Drainage Impact

Traffic studies may be necessary to obtain the following information:

- 24- hour traffic count to determine the average daily traffic (ADT)
- Vehicle speed check to determine the 85 th percentile speed
- Vehicle turning movement counts
- Origination/Destination study
- Pedestrian counts
- Accident report summary
- Collision diagram studies

6.3 Step 3: Traffic Engineering Staff Analysis/Classification Engineering staff will analyze traffic data, field information and other available information pertaining to a particular area of concern in determining appropriate traffic control measures of recommendation. When it is determined that there is other potentially impacted local roads or streets in the area, additional traffic studies on those other roads or streets may be conducted.

For a street to be considered for speed humps, Condition 1 (Speed) and Condition 2 (Traffic Volume) must be met in addition to at least one more of the remaining three conditions listed below.

6.3.1 Speed - The speed criteria consider the difference between the posted (or regulatory) speed limit and the measured speed of vehicles over an averaged 24-hour period. To be considered, the 85th percentile speed along the street must exceed the speed limit by at least ten (10) mph. (The 85th percentile speed is the speed at which 85% of the motorists are

driving at or below.) If the 85th percentile speed along the street exceeds the speed limit by at least fifteen (15) mph, then only

Condition 1 and Condition 2 must be met to be considered for speed humps.

6.3.2 Traffic Volume – Traffic volumes on the street must be more than 300 vehicles per day and not exceed 3000 vehicles per day.

6.3.3 Accidents – All accidents considered must be speed related accidents within the City of Port St. Joe database and on the project street, either at intersections or at mid-block locations. The street must have had two or more speed related accidents within the past three years.

6.3.4 Cut Through Traffic – Cut through traffic is defined as traffic on the affected street which does not originate or terminate in the subdivision/neighborhood. To meet this criteria, peak hour traffic volume must be greater than 12 percent of the average daily traffic, or more than 10 daily trips per household accessed.

6.3.5 Type of Neighborhood – the following is a list of special conditions that may be considered:

- Schools within a 1,000-foot radius of the project street
- Special pedestrian generators within a 1,000-foot radius of the project street, e.g., libraries, non-passive parks, neighborhood shops, etc.
- Absence of sidewalks on the project street.
- Areas where the Port St. Joe Police Department recommends speed hump installation as part of a comprehensive crime reduction program.

6.4 Step 4: Petition

A petition form for obtaining neighborhood consensus for the recommended control measure will be issued by City Hall to the person initiating the request (contact person). The contact person will also receive a map showing the proposed locations of any speed humps and highlighting the area subject to petitioning. The area map will depict the property that is adjacent to or directly affected by any changes to the road in question.

PLEASE NOTE: The speed hump locations shown on the map may be altered in an attempt to prevent installing speed humps directly in front of property owners not supporting the installation. As noted on the petition form, an approval signature by a property owner indicates their willingness to allow the installation of a speed hump or associated warning signs on the street in front of their property.

The contact person is required to obtain signatures of property owners in the affected area indicating whether they are for or against consideration of the speed hump project. Property owners that signed the original “five-signature letter” requesting the speed hump study must also sign the petition to acknowledge they have seen the map indicating the proposed speed

hump locations. Each parcel, regardless of the number of owners shall count as one vote. However, owner(s) of more than one parcel in the petition area shall be given one vote for each parcel owned. A minimum of 70 percent of the property owners within the affected area must be in favor of the proposed speed humps before they can be considered for approval. To determine whether the requisite percentage is met, the total number of parcels whose owner(s) voted in favor of installation by signing the petition shall be divided by the total number of highlighted parcels shown on the map provided by the Engineering Division.

All vacant property within the affected area should be listed on the petition as vacant by the contact person. A sufficient number of non-resident owners (including owners of vacant property) must be contacted if the minimum petition threshold (70%) cannot be met because of an excessive number of vacant properties. Unless property is undergoing change of ownership, a spouse's signature will not be accepted if the spouse is not the legal owner. If both spouses are joint owners, the signature of either party is acceptable.

Where applicable, the petition must also be endorsed by an officially incorporated homeowners' association for the subdivision/development. The contact person will have 90 days to return completed petition forms. Petitions not received within the 90-day period will be deemed null and no further action will be taken. Prior to the expiration of the initial 90-day period, a one-time extension of the 30 days may be granted by the City Administrator when a written request for the extension is made for good cause. However, in no case will petitions be accepted later than 120 days from the beginning of the initial signature period. The initial signature period will be measured from the date shown on the letter transmitting the petition and area map to the contact person. In those cases where the due date falls on a weekend or legal holiday, the due date shall be the end of the next business day. Signatures are final and may not be added or removed from a petition once the petition has been received by City staff. Upon receipt of the completed petition forms, City staff will verify signatures against property records recorded in the Gulf County Property Appraiser's office and ensure the minimum petition threshold has been met. If a location fails to achieve the necessary petition majority within the signature period, the location shall not be reconsidered for a period of one year from the date the signature period expires. For reconsideration requests received within two years of the original petition start date, a new traffic analysis will not be done unless traffic conditions have significantly changed and steps 2 and 3 in Section 6.0 will be omitted.

6.5 Step 5: Approval by the City Commission and Appropriation of Funds Petitions received with the required minimum percentage of affirmative signatures will be presented to the City Commission for consideration twice per year with cut off dates of June 30 and December 31. These dates are hereby established as deadline dates for COMPLETED applications to be on file in the office of the Director of Public Works.

6.6 Step 6: Installation of Speed Humps

Upon approval by the City Commission and the confirmation of availability of funds the installation of speed humps will be scheduled.

7.0 Emergency Procedures

The City may, at its option, install traffic control measures in emergency situations as supported by traffic studies.

8.0 Removal of Speed Humps A petition to remove a speed hump may be accepted if the following conditions are met:

8.1 The speed humps must have been in place for a minimum of six months.

8.2 A request for a removal petition must be signed by the owners of five separate properties in the neighborhood.

8.3 City staff's recommendations must support the removal of speed humps.

8.4 The new petition must include the same affected area as the original petition.

8.5 Approval of greater than 50 percent of the property owners in the original affected area is required for consideration by the City Commission for removal of speed humps.

8.6 If a location fails to achieve the necessary petition majority within the signature period (as defined in Section 6.4), the location shall not be reconsidered for a period of two years from the date the signature period expires.

8.7 If a speed hump is removed, a request to re install it will not be considered for a period of three years following the date it was removed.

9.0 Specific Design Criteria for Speed Humps To ensure the safe and efficient design of speed humps for residential neighborhoods, the following design criteria has been established for speed humps in residential neighborhoods:

9.1 The street must be within the City's maintenance program and must be a two (2) lane roadway with a speed limit of 25 mph or less. Alleys are not eligible.

Pavement width (excluding any curb and gutter) shall not exceed 24 feet.

9.2 Speed humps will not be installed on streets which are classified or could be classified as COLLECTOR or ARTERIAL roads. This decision shall be made by the Director of Public Works based on streets enumerated within the City's Land Development Regulation Code or based on current engineering and traffic data for the street in question.

9.3 The street must be paved, in reasonably good repair, and not scheduled for resurfacing within the next two years.

9.4 Speed Hump Placement

z Speed humps shall be placed at least 200 feet away from the end of a dead-end street or cul-de-sac, stop signs, traffic lights, and the start/end of any horizontal curve with a centerline radius of 150 feet or less.

z Speed humps shall be placed at least 75 feet from any uncontrolled intersection.

z Speed humps should not conflict with utility access, manhole covers, and driveway connections or be within 25 feet of a fire hydrant.

z Where possible, speed humps will be placed in close proximity to a street light to provide better nighttime visibility.

z If possible, speed humps and associated warning signs will be located on property lines. Efforts will be made to avoid placement of speed humps and warning signs in front of properties whose owners did not sign the petition requesting the installation of the speed humps.

9.5 Where multiple speed humps are requested, the speed humps will be spaced a minimum of 300 feet and a maximum of 500 feet apart.

9.6 The speed humps should be designed to have a maximum height of 3-4 inches with a travel length of 12 feet.

9.7 Advance warning signs are to be installed for each approach to a series of humps. The signs shall be designed and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The signs shall be standard 30" X 30" black legend on yellow diagonal warning signs with legend "SPEED HUMPS". An advisory speed plate (18" X 18" black legend on yellow rectangular warning sign) with a "15 MPH" legend shall also be installed. The signs shall be placed approximately 125 feet in advance of the first speed hump encountered by a driver.

9.8 Speed humps will include either reflective pavement markings or embedded reflective strips to alert nighttime drivers to their presence.

10.0 Application Forms Speed humps can be requested by individual citizens or by neighborhood associations. The person(s) making the request are responsible for circulating the petition form (attached form A & B), obtaining signatures of the property owners within the petition area, and completing the application form.

11.0 Effective Date This revised speed hump policy and procedures shall be effective on the date approved by the City Commission and shall apply to all speed hump applications initiated after the effective date.

Grants Updated- 8/2/22

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 Equipmt. & 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 out for Bids to be opened on 8/12/22
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. Application not approved.
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. Bids to be opened on 8/12/22.
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. 50% disbursement received.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Dewberry is working on the Design.
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. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting on Grant Agreement
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. Was not Approved.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial submitted 3/22
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22