

November 18, 2022

**Special Meeting
9:00 A.M.**

**City Commission Chambers
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

9:00 A.M.

2775 Garrison Avenue

Friday November 18, 2022

Call to Order

Agenda

- Memorandum of Understanding- ESAD Sewer System Purchase

Pages 1-4

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
REGARDING GULF COUNTY SUPPORT AND ASSISTANCE TO
CITY OF PORT ST. JOE IN EXPANSION OF PUBLIC SOLID WASTE SYSTEM

November 16, 2022

This Memorandum of Understanding and Agreement is to establish a structure, agreement and process for support and assistance for the expansion of the City of Port St. Joe public solid waste system by acquiring the private solid waste system known as ESAD Enterprises, Inc., "ESAD" and extending its services to the Gulf County line terminating at CR 386 bordering with Bay County, Florida and is entered into by and between the CITY OF PORT ST. JOE, a Florida municipal corporation ("City"), having an address of 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456, and GULF COUNTY, duly organized under the laws of the State of Florida ("County"), having an address of 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456.

WHEREAS, the County and City each own real property or other physical assets in or around the areas of Gulf County, Florida (the "Region") and have mutual interests in exploring opportunities and securing additional public health and safety for its residents and continually improving the quality of life for its citizens and visitors which include to promote economic development and public health and safety through possible expansion and further development of existing public utilities including but not limited to the City of Port St. Joe solid waste system and customer accessibility within the Region; and

WHEREAS, the County is supportive of the City to acquire the private solid waste system currently owned by ESAD; and

WHEREAS, the City desires to acquire ESAD contingent upon the County's obligations contained in this Agreement; and

WHEREAS, the County and City understand the potential benefit of working collaboratively to explore and secure the available assets and provide the County's professional experience in order to maximize the economic development opportunities and increased public health and safety in the Region with the City's expansion of its existing solid waste system; and

WHEREAS, the County has previously entered into a similar agreements and cooperative efforts with the City and, believes that supplementing those other current efforts will assist in the goal of maximizing the public health and safety and further economic development opportunities within the Region; and

WHEREAS, the Gulf County Board of County Commission ("Commission") seeks to continue its long history of support and assistance for the development of the Region through its cooperative efforts of public investment through the City of Port St. Joe for the future growth and promotion of an expansion of the solid waste system, and

WHEREAS, the City Commission recognizes the continuing emergence of the County through its efforts in promotion, marketing and development that serve as the primary catalyst to the future enhanced quality of life, public health and safety and thereby increased business and job growth in the City and Gulf County, and

WHEREAS, the County and City have both met in open public meetings duly noticed during which an affirmative vote was taken to authorize the designated elected officials stated herein to execute this Memorandum of Understanding on behalf of both the County and City, and

WHEREAS, the Commission recognizes the unique and abundant opportunities that will be created for this and future generations from the success that is accomplished in collaboration and cooperation with the City in expanding the current solid waste system and taking both private systems and septic systems off line within the Region.

NOW, THEREFORE, in consideration of the foregoing promises and mutual understandings of the parties, the County and City agree as follows:

1. The County hereby agrees that under this Agreement the County shall support and perform its conditions upon the City executing its Agreement with ESAD Enterprises, Inc., for the purchase of its solid waste sewer system and if that Agreement should terminate so would this Agreement. The County further agrees that it shall convey the necessary perpetual easements for solid waste service access for Beacon Hill area (also known as Integras) as for the City to own and operate the Beacon Hill area sewer system.
2. County support County agrees herein to provide
 - a. Funding support that includes the financial commitment of \$750,000.00 (seven hundred and fifty thousand dollars), which represents (1) \$500,000.00 (five hundred thousand dollars) exclusively toward the acquisition and purchase of the private system known as ESAD; and (2) up to \$250,000.00 (two hundred and fifty thousand dollars) towards improvements and upgrades and repairs to the existing system. The \$500,000.00 consideration from the County shall be provided on the closing of the City's purchase of the ESAD system and that the City's purchase of the ESAD system is contingent upon the County providing the \$500,000.00 commitment towards the City's purchase of ESAD. The County will provide the City with the funding of up to \$250,000.00 for improvements upon the City and ESAD concluding the purchase agreement between them for the City's purchase of the ESAD system. The County agrees that the City's agreement to purchase the ESAD system is contingent upon this agreed upon funding for upgrades and repairs of the proposed City system and expansion after its acquisition of the subject system. The City agrees that upon funding from the County, the City shall fully cooperate with County officials for all grant requirements in seeking reimbursement to the County for the pledged funding.
 - b. The County agrees to execute and convey those necessary perpetual easements for expansion and extension of the current City of Port St. Joe solid waste treatment lines across County property to access the necessary lift station required for the City to expand its solid waste service area to the Bay County line. The process for conveyance of these perpetual easements shall commence immediately upon the City's and ESAD fully executing the waste system purchase agreement. The identified parcel required from the County to convey easement access is attached as Exhibit "A" and said easements with final legal descriptions shall be prepared and delivered by Gulf County following the contract execution between the City and ESAD.
 - c. The County agrees to this pledge and funding support conditioned on the City of Port St. Joe executing a purchase agreement on or before November 30, 2022 with ESAD and thereafter purchase and acquisition of the system on or before September 30, 2023.

3. Notice Any notice required or permitted to be given hereunder shall be in writing. Notice shall be effective upon delivery by electronic transmission, mail, facsimile, express courier, or other appropriate means to the following addresses of the parties hereto:

To City of Port St. Joe: Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456
Email: janderson@psj.fl.gov

With a copy to: Clinton T. McCahill
817 Marvin Avenue
Port St. Joe, Florida 32456
Email: mccahilllaw@fairpoint.net

To County: Gulf County Board of County Commission
c/o County Administrator Michael Hammond
1000 Cecil G. Costin, Sr. Blvd
Port St. Joe, Fl. 32456
Email: mhammond@gulfcounty-fl.gov

With a copy to: Jeremy T.M. Novak, Esq.
402 Reid Avenue
Port St. Joe, Florida 32456
Email: jnovak@gulfcounty-fl.gov

4. Amendments. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective permitted successors or assigns, or as otherwise provided herein.

5. Limited Purpose Entry into this Agreement between the parties shall not result in any commitment or obligation on the part of either party to enter into any future transaction or business relationship other than as set forth in a written agreement signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATED this ____ day of November, 2022.

CITY OF PORT ST. JOE
a Florida municipal corporation

By: _____
Rex Buzzett, Mayor-Commissioner

ATTEST:

Charlotte Pierce, Clerk

Clinton T. McCahill
FL BAR NO. 73482
260 Marina Dr. Ste A

Port St. Joe, Florida 32456
ATTORNEY FOR CITY OF PORT ST. JOE

GULF COUNTY, FLORIDA

By: _____
Sandy Quinn, Chairman

ATTEST:

Rebecca L. Norris, Clerk
Gulf County, Florida

Jeremy T.M. Novak
FL BAR NO. 44698
Novak Law Group, PLLC
402 Reid Avenue
Port City of St. Joe, FL 32456
ATTORNEY FOR GULF COUNTY