

**December 5, 2023  
Regular Meeting  
12:00 Noon**

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



## **City of Port St. Joe**

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
Steve Kerigan, 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

December 5, 2023

**Call to Order**

## **Consent Agenda**

### **Minutes**

- **Regular Meeting 11/21/23** **Pages 1-4**

### **City Engineer**

- **Update**

### **City Attorney**

- **Resolution 2023-14, CIP Plan** **Pages 5-17**
- **Resolution 2023-15, FDOT Paving Grant** **Pages 18-41**

## **Old Business**

- **City Projects** **Pages 42-43**

## **New Business**

- **Pickleball Courts**
- **Holiday Schedule**

### **Public Works**

- **Madison Street CEI Services Contract** **Pages 44-50**

### **Surface Water Plant**

- **Brad Key- Chemtrade, PAC Presentation**

### **Wastewater Plant**

- **Update**

### **Finance Director**

- **FEMA- Update**
- **Grants Reimbursement- Update**

### **Code Enforcement**

- **Update**

### **Police Department**

- **Update**

**City Clerk**

- **Grants Update**
- **Christmas Parade- Update**

**Pages 51-52**

**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, November 21, 2023, at Noon.**

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

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of November 7, 2023. All in favor; Motion carried 5-0.

**Planning Board Recommendation**

*Special Exception Request for Digital Sign – Pancare of Florida, Inc., 401 Cecil G. Costin, Sr., Blvd, Parcel #04815-000R*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Special Exception Request from Pancare for a static sign with the option of revisiting the approval if the light is too bright at night. All in favor; Motion carried 5-0.

Robert Thompson, representing Pancare of Florida, shared that they would like to use their previous sign, are willing to work with the City on concerns about the sign, and do not want it to be a digital sign.

**City Engineer**

In the absence of the engineer, Mr. Anderson shared that everything is in que, Beacon Hill Sewer is a big project, and work on the downtown water lines started this week.

**City Attorney**

*Ordinance 608 User Fee – Second Reading and Adoption*

*Commissioner Langston left the meeting at 12:12 P.M.*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to adopt Ordinance 608. This covers a 3% convenience fee for credit cards, after hours service calls, and hydrant rental fees. All in favor; Motion carried 4-0.

*Robert Branch* expressed his displeasure of city residents having to pay a service fee for a call out.

Attorney McCahill read Ordinance 608 by Title only.

*Resolution 2023-13 SRF Application DW230160 – Downtown Waterlines Phase II*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve Resolution 2023-13 which pledges Sewer and Water Revenues for this project. All in favor; Motion carried 4-0.

## **Old Business**

### *City Projects*

Mr. Anderson shared that City Staff is handling 20 ongoing grants for the City.

## **New Business**

### *SRF Amendment 3 for DW230111 – Long Avenue*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to approve SRF Amendment 3 DW230111 for Long Avenue Drinking Water. All in favor; Motion carried 4-0.

### *SRF Agreement 4 for WW230141 – Long Avenue*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve SRF Amendment 4 WW230141 for Long Avenue Wastewater. All in favor; Motion carried 4-0.

### *Workforce Housing Road Easement*

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to accept the Workforce Housing Road Easement from the St. Joe Company. All in favor; Motion carried 4-0.

### *RFQ 2023-03 Madison Street CEI Services (Handout, bids closed on 11/17/23)*

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to award the CEI Services to Anchor CEI. All in favor; Motion carried 4-0.

## **Public Works – John Grantland**

### *Washington Gym Pavilion Sink*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to provide the sink and needed materials of approximately \$6,693.00 for the pavilion. All in favor; Motion carried 4-0.

### *RFP 2023-16 Clifford Sims Park Rock FEMA Project (Handout, bids closed on 11/17/23)*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to value engineer the project with the contractor, Monolith Construction, not to exceed the grant amount of \$277,000. All in favor; Motion carried 4-0.

## **Surface Water Plant**

Mr. McClamma was running the plant and unable to attend the meeting. In the absence of Mr. McClamma, Mr. Anderson reminded the Commission that bids are out for the repainting and cleaning of Clarifiers 3 and 4.

## **Wastewater Plant**

Mr. Pettis was unable to attend the meeting and Mr. Anderson shared that City Staff is working on the DEP Consent Order.

## **Finance Director – Mike Lacour**

### *FEMA Update*

Mr. Lacour has requested \$350,000 in reimbursement funds.

### *Grants Reimbursement Update*

Efforts are still being made to get residents to sign up for the sewer grant to get them off septic tanks and on to city sewer. There are approximately 100 available hookups remaining in the grant. A one year extension was granted to the City to allow additional residents to sign up and receive the reduced cost for hookups to the City sewer.

Mr. Lacour has requested \$350,000 in reimbursement funds for grants.

## **Code Enforcement**

### *Voluntary Demo Request – 222 Avenue E, Parcel #05834-000R, Port St. Joe First Born Church of the Living God*

This item was Tabled.

Mr. Anderson shared that two requests have been sent to the County for assistance with demolitions, but a reply has not been received. He noted that \$50,000 has been budgeted for demolition assistance and this is the third request this year for assistance.

## **Police Department – Chief Richards**

Chief Richards reminded everyone of the Security Check offered year-round by the Police Department. He encouraged residents that will be away for the holidays to call his office and their property will be placed on the check list.

The two new vehicles for the Police Department have been picked up, lights are being added, and they will be in service shortly.

## **City Clerk – Charlotte Pierce**

### *Grants Update*

Clerk Pierce shared that City Staff is working with 20 grants which is challenging for such a small staff.

### *Christmas Parade*

Ms. Pierce reminded the Commissioners of the parade, Saturday, December 9, 2023, at 6 P.M.

### *Planning Board Membership*

The terms of Rawlis Leslie, Minnie Likely, and Jay Rish expire this month. A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to extend the term of each of these individuals for an additional 3 years. All in favor; Motion carried 4-0.

### **Citizens to be Heard**

*Robert Branch* shared his ongoing concerns about expanding the *Tenth Street Sports Complex* in his neighborhood.

### **Discussion Items by Commissioners**

*Commissioners Hoffman* requested that the City write a letter to Mediacom concerning the very poor quality of service they are providing to City residents.

*Neither Commissioners Lowry nor Kerigan* had any other items to share with the Commission.

*Mayor Buzzett* wished everyone a Happy Thanksgiving and encouraged residents to remember to shop small businesses on Black Friday.

### **Motion to Adjourn**

There was no other business to come before the Commission, and Mayor Buzzett adjourned the meeting at 1:00 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

RESOLUTION 2023-14

AN RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; AMENDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES/RESOLUTIONS AND/OR PARTS OF ORDINANCES/RESOLUTIONS IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of Port St. Joe, Florida.

1. The five year Capital Improvement Plan shown in Exhibit "A" is hereby amended as set forth in Exhibit "B".
2. All ordinances/resolutions or parts of ordinances/resolutions in conflict herewith are hereby repealed.
3. If any section, subsection, sentence, clause or provision of this resolution is invalid, the remainder shall not be affected by such invalidity.
4. This resolution shall become effective as provided by law.

THIS RESOLUTION ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

The City of Port St. Joe

\_\_\_\_\_  
Rex Buzzett  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Charlotte M. Pierce  
City Clerk



(20)

6





**EXHIBIT A - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

ID #	Project Name General Location	Project Description Yes/No Comp Plan Concurrency	Required to meet LOS	FY 2021/2022 Funding	FY 2022/2023 Funding	FY 2023/2024 Funding	FY 2024/2025 Funding	FY 2025/2026 Funding	Project Funding Source
C	Drainage								
1	Stormwater Master Plan Update Port St. Joe	Create a City wide Master stormwater plan including alleyways Near Completion Draft	No	\$ 50,000					City Budget/Grant Opportunities
2	Stormwater Improvements Port St. Joe	Stormwater Improvements Phase III No	No			\$1,000,000			City Budget/Grant Opportunities
3	Battles Street Outfall Port St. Joe	Construct stormwater facility at north end of Battles St. and improve the upstream collection	No		\$ 450,000				City Budget/grant Opportunities
4	Chicken House Branch Port St. Joe	Hurricane Debris Removal Out to Bid		\$ 250,000					Cit Budget/Grant Opportunities
<b>Drainage Total</b>				<b>\$ 300,000</b>	<b>\$ 450,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	

9

**EXHIBIT A - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

ID	Project Name # General Location	Project Description Yes/No Comp Plan Concurrency	Required to meet LOS	FY 2021/2022					FY 2023/2024					FY 2025/2026				
				Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Funding	Project Funding Source
1	Sport Complex Port St. Joe	Construction and improvements No	No											\$ 2,500,000				TDC/Grant Opportunities
2	George Core Park Port St. Joe	Construct recreational improvements. No	No						\$ 100,000									City Budget/Grant Opportunities
3	Kayak Boat Launch Port St. Joe	Build kayak launch area on bay front No	No						\$ 75,000									City Budget/Grant Opportunities
4	Centennial Bldg. Repairs due to Hurricane Michael	Repair the roof, floors, walls & ceiling No	No															City Budget/Grant Opportunities
5	Port City Trail repairs due to Hurricane Port St. Joe	Repair Playgrounds, Walking Path Bridges, & Signage Under Construction	No	\$ 250,000														City Budget/Grant Opportunities
6	Washington Gym Complex Repairs due to Hurricane Michael	Windows, Bathroom, Tennis Court and Ball Field	No		\$ 500,000													City Budget/Grant Opportunities
7	Cape San Blas Lighthouse Complex Port St. Joe	Paint Lighthouse, Repair Oil House, Repair Keepers Quarters, Trails and Bridges	No						\$ 750,000									City Budget/Grant Opportunities
8	Maddox House and Bathroom Port St. Joe	Build New Gazebo and Bathroom, Repair Trails	No	\$ 425,000														City Budget/Grant Opportunities
9	Clifford Sims Park Repairs due to Hurricane Michael	Repair & Fishing Piers	No		\$ 350,000													City Budget/Grant Opportunities
<b>Recreation Total</b>				<b>\$ 675,000</b>	<b>\$ 850,000</b>	<b>\$ 925,000</b>	<b>\$ 2,500,000</b>	<b>\$ -</b>	<b>\$ 925,000</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>							



(NEW)

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp Plan Concurrency	Required to meet LOS	FY 2023/2024 Funding	FY 2024/2025 Funding	FY 2025/2026 Funding	FY 2026/2027 Funding	FY 2027/2028 Funding	Project Funding Source
A	Sewer								
1	Gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation Yes, Sewer Pg 6 Objective 2.1	No		\$ 9,996,000				CDBG DR Grant
2	Catch Basin 6 PH II Port St. Joe	No	No			\$ 2,000,000			Anticipate State Revolving Fund
3	(12) Lift Station repairs due to Hurricane Michael	Mitigation	No		\$ 500,000				FDEM Grant Application
4	WWTP Fork Lift Port St. Joe	Fork Lift	No				\$ 145,000		City Budget/Grant Opportunities
5	Cape Sewer Improvements Port St. Joe	Construct collection system to remove existing septic tanks	No	\$75,000	\$75,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
6	WWTP Lagoon Study Port St. Joe	Evaluate modifying the WWTF lagoon	No	\$ 130,000	\$ 175,000	\$ 175,000			Grant Opportunities/State Revolving Fund
7	Beacon Hill Sewer Beacon Hill	Lift Station and Extend sewer lines	No	\$ 4,350,000					FDEP Grant
8	DR Ott 5Ton Crane Port St. Joe	5 Ton Crane	No			\$ 20,000			
9	Biological Dredging Wastewater Plant	Lagoon Dredging	No	\$ 130,000					City Budget/Grant Opportunities FDEP/SRF
10	CBS Yaupon, St Joseph Dr	Yaupon & St Joseph Dr Lines	No			\$ 500,000			City Budget/Grant Opportunities
11	WWTP Canal Erosion Port St. Joe	Repair Canal Erosion	No				\$ 300,000		
12	WWTP Rehab Wilo Pit Port St. Joe	Concrete Rehab Wilo Pit	No					\$ 250,000	City Budget/Grant Opportunities
13	WWTP Batwing Mower Port St. Joe	Batwing Mower Equipment	No		\$ 100,000				City Budget/Grant Opportunities
14	WWTP Rehab Clarifiers Port St. Joe	Rehab Clarifiers	No					\$ 4,000,000	City Budget/Grant Opportunities
15	WWTP Contact Chamber Port St. Joe	Contact Chamber	No		\$ 750,000				
16	WWTP Shop Port St. Joe	New Building for Shop	No				\$ 250,000	\$ 250,000	City Budget/Grant Opportunities
17	WWTP Effluent Pumps Port St. Joe	Effluent Pumps	No		\$ 400,000				City Budget/Grant Opportunities
18	WWTP Facility Fencing Port St. Joe	New Fence Facility Security	No			\$ 140,000			City Budget/Grant Opportunities
19	Sprayfield Elevation Port St. Joe	Add sand and level zone 5	No	\$ 60,000					Anticipated Legislative Appropriations
20	Demo Buildings Port St. Joe	Demolish buildings damaged by Hurricane	No		\$ 6,000				City Budget/Grant Opportunities

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21	Clifford Sims Lift Station Port St. Joe	Lift Station Repairs Need to Bid	No		\$ 400,000				City Budget/Grant Opportunities
22	Sewer Collection System Port St. Joe	Replace Aging Sewer Lines	No		\$3,000,000				CBDG DR Grant
23	WWTP Sand Filters Port St. Joe	New Filtration System	No		\$ 2,500,000	\$ 1,500,000	\$ 1,500,000	\$ 500,000	City Budget/Grant Opportunities
24	WWTP Sparyfield Expansion Port St. Joe	Add Additional Land for new Sprayfield	No		\$ 500,000	\$ 500,000			City Budget/Grant Opportunities
25	WWTP Lagoon Agitation Port St. Joe	Add new Lagoon Aeration	No		\$ 475,000				City Budget/Grant Opportunities
26	20th St Lift Station Port St. Joe	Lift Station Repairs Need to Bid	No		\$ 400,000				CBDG DR Grant
Sewer Total				\$ 4,745,000	\$ 19,277,000	\$ 5,835,000	\$ 3,195,000	\$ 6,000,000	



EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

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<b>B</b>	<b>Water</b>								
1	Water Distribution System Phase III Port St. Joe	Replace aging water pipes throughout city	Yes	\$ 2,511,000					SRF Grant/City Budget/State Funds
2	St. Joe Beach Distribution Improvements Beaches	Replace fire hydrants and various valves throughout St. Joe Beach and Beacon Hill No	Yes		\$ 600,000				City Budget/Grant Opportunities
3	St. Joe Beach Booster Station Beaches	Water Booster Station Improvements No	No				\$ 1,000,000		City Budget/Grant Opportunities
4	White City Booster Plant Improvements	Upgrade the fill line, Ground Storage Tank, and distribution lines, Generator No	No	\$ 15,000		\$ 1,000,000			City Budget/Grant Opportunities
5	SWTP Improvements Port St. Joe	Rehabilitate Clarifiers 3 & 4 (Paint Inside) No	No	\$ 200,000					City Budget/Grant Opportunities
6	Well Repair SWTP	Repair #4 production well No	No				\$ 100,000		City Budget/Grant Opportunities
7	SWTP Improvements Port St. Joe	Ground Storage Tank Rehab (Paint Outside of Tank) No	No				\$ 150,000		City Budget/Grant Opportunities
8	SWTP Improvements Port St. Joe	Rehabilitate membrane modules No	No	\$ 110,000	\$ 110,000				City Budget/Grant Opportunities
9	Transmission Main Port St. Joe	Mail Line replacement from Plant to Madison No	No					\$ 1,000,000	City Budget/Grant Opportunities
10	SWTP Improvements Port St. Joe	Allen Bradley Control Net support System No	No				\$ 100,000		City Budget/Grant Opportunities
11	SWTP Improvements Port St. Joe	Backwash Reuse System No	No			\$ 200,000			City Budget/Grant Opportunities
12	SWTP Improvements Port St. Joe	Filter Upgrade for 3MGD capacity No	No				\$ 1,000,000		City Budget/Grant Opportunities
13	SWTP Improvements Port St. Joe	Chemical Pump Building No	No			\$ 100,000			City Budget/Grant Opportunities
14	SWTP Improvements Port St. Joe	Clarifier Access Walkway No	No		\$ 150,000				City Budget/Grant Opportunities
<b>Water Total</b>				<b>\$ 2,636,000</b>	<b>\$ 1,060,000</b>	<b>\$ 1,300,000</b>	<b>\$ 2,350,000</b>	<b>\$ 1,000,000</b>	

14

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C	Drainage								
1	Stormwater Master Plan Update Port St. Joe	Create a City wide Master stormwater plan including alleyways	No		\$ 250,000				City Budget/Grant Opportunities
2	Stormwater Improvements Port St. Joe	Stormwater Improvements Phase III No	No			\$1,000,000			City Budget/Grant Opportunities
3	Battles Street Outfall Port St. Joe	Construct stormwater facility at north end of Battles St. and improve the upstream collection	No		\$ 450,000				City Budget/grant Opportunities
4	Chicken House Branch Port St. Joe	Hydrolic Study		\$ 275,000					Cit Budget/Grant Opportunities
Drainage Total				\$ 275,000	\$ 700,000	\$ 1,000,000	\$ -	\$ -	

15

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp Plan Concurrency	Required to meet LOS	FY 2023/2024 Funding	FY 2024/2025 Funding	FY 2025/2026 Funding	FY 2026/2027 Funding	FY 2027/2028 Funding	Project Funding Source
<b>D Recreation</b>									
1	10th Street Sport Complex Port St. Joe	Construction and improvements No	No		\$ 1,000,000				TDC/Grant Opportunities, COVID Funds
2	George Core Park Port St. Joe	Construct recreational improvements. No	No		\$ 100,000	\$ 100,000			City Budget/Grant Opportunities
3	Centennial Bldg. Repairs due to Hurricane Michael	Repair the roof, floors, walls & ceiling No	No		\$ 497,000				City Budget/Grant Opportunities
4	Port City Trail repairs due to Hurricane Port St. Joe	Repair Playgrounds, Walking Path Bridges, & Signage Under Construction	No	\$ 60,000					City Budget/Grant Opportunities
5	Washington Gym Complex Repairs Port St. Joe	Windows, Building, Ball Field	No		\$ 500,000				City Budget/County Grant Opportunities
6	Cape San Blas Lighthouse Complex Port St. Joe	Paint Lighthouse, Repair Oil House, Repair Keepers Quarters, Trails and Bridges	No		\$ 328,000				City Budget/Grant Opportunities
7	Maddox House Bathroom Port St. Joe	Build New Bathroom, Observation Tower	No			\$ 250,000	\$ 250,000		City Budget/Grant Opportunities
8	Clifford Sims Park Repairs due to Hurricane Michael	Repair & Fishing Piers	No	\$ 1,400,000					FEMA
<b>Recreation Total</b>				<b>\$ 1,460,000</b>	<b>\$ 2,425,000</b>	<b>\$ 350,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

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<b>E Transportation</b>									
1	City Roadway Improvements Port St. Joe	Williams Ave, paving, sidewalks, parking	No			\$ 350,000			City Budget/Grant Opportunities
2	Sidewalk Improvements Port St. Joe	Rehabilitate aging sidewalks throughout the city No	No		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	City Budget/Grant Opportunities
3	Replace City Hall Complex due to Damage from Hurricane Michael	Construct New City Hall/Police Dept./Fire Dept.	No			\$ 6,000,000			City Budget/Grant Opportunities State Legislature Funds
4	Bridge Rehab Port St. Joe	Bridge and Guard Rail rehabs, 16th St, Long, Monument Ave, & 20th St	No		\$ 200,000				City Budget/Grant Opportunities
5	Road Resurfacing Port St. Joe	Various Streets, 10th, Maddox, Ave B, C, D	No		\$ 1,500,000	\$ 400,000	\$ 400,000		City Budget/Grant Opportunities
<b>Transportation Total</b>				\$ -	\$ 1,950,000	\$ 7,000,000	\$ 650,000	\$ 250,000	

RESOLUTION 2023-15

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

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

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

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

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

1. Approves the attached Grant Agreement FPN# 453218-1-54-01 Agreement and authorizes its execution.

2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the Mayor and/or the City Manager, in his absence, to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Department and to sign any and all necessary application and other forms; as well as, submitting any additional information required and signing any necessary contracts and/or other agreements between the Department and the City of Port St. Joe, Florida, that may result from this application.

3. This Resolution shall be effective upon adoption.

THIS RESOLUTION ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
the Board of City Commissioners, City of Port St. Joe, Florida.

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

By: \_\_\_\_\_  
Rex Buzzett  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Charlotte M. Pierce  
City Clerk

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

FPN: <u>453218-1-54-01</u>	Fund: <u>GR24</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>51 - Gulf</u>	Contract No: _____	Vendor No: <u>F590953785001</u>

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

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

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

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ Specific Appropriation 2042A of Chapter 2023-239, L.O.F , Local Transportation Project , (CSFA 55.039)

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

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Port St. Joe City Street Resurfacing, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,500,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,500,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



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

525-010-60  
PROGRAM MANAGEMENT  
05/23

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

**7. Compensation and Payment:**

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

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

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

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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

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

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

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

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

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

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

☐ shall

☐ shall not

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

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

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

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:



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

525-010-60  
PROGRAM MANAGEMENT  
05/23

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

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

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

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation



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

525-010-60  
PROGRAM MANAGEMENT  
05/23

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

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

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

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

*The remainder of this page intentionally left blank.*

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

525-010-60  
PROGRAM MANAGEMENT  
05/23

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

RECIPIENT City of Port St. Joe

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Legal Review:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453218-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Port St. Joe (the Recipient)

---

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** 4.034

**PROJECT DESCRIPTION:** This project is for construction and CEI of the City of Port St. Joe City Street Repairs. The project will consist of the roadway repairs after the water/sewer replacment, due to Hurricane Michael, has been completed. Included in the repairs will be the following Locations:

Wescott Circle from Garrison Ave to Garrison Ave  
Bellamy Circle from Garrison Ave to Garrison Ave  
10th Street from Long Ave to Garrison Ave  
Yaupon Street from Monument Ave to Palm Blvd  
Mimosa Ave from Duont Dr to 20th St  
Dupont Drive from Allen Memorial Way to 20th ST  
Gautier Memorial Lane from Constitution Dr to Long Ave  
St. Joseph Drive from Constitution Dr to Dupont Dr  
Elm Circle from St. Joseph Dr to Dupont Dr  
21st Street from Monument Ave to Cypress Ave

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2024.

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

#### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

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

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

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Port St. Joe 305 Cecil G Costin Sr. Boulevard Port St. Joe, Florida 32456		<b>FINANCIAL PROJECT NUMBER:</b> 456218-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Local Transportation Project)	\$1,500,000.00	\$	\$1,500,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2024	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,500,000.00 100.00%	\$ 0.00 %	\$1,500,000.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$1,500,000.00	\$ 0.00	\$1,500,000.00	

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

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

Maria Showalter, Local Programs Administrator  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

**NOTICE OF COMPLETION**

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

PROJECT DESCRIPTION: PORT ST. JOE CITY STREET RESURFACING

FPID#: 453218-1-54-01

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

SEAL:

By: \_\_\_\_\_ P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Specific Appropriation 2042A of Chapter 2023-239, L.O.F., (CSFA 55.039)

**\*Award Amount:** \$1,500,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Current City Projects 12/5/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Clifford Sims Park Repairs- Under Construction by RJ Gorman and the rock bid was awarded to Monolith Construction.
- Centennial Bldg. Rehab- The contract with Monolith Construction was signed on 12/1/23 and work is set to begin in January.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review. We are waiting on the State to approve the modified scope of work.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV bid has been awarded and the contractor is working.
- Long Ave. Paving- Final pay request to mill and resurface 1" on the entire road to be completed in the Spring 2024
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is under Construction.
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- **ESAD Sewer Purchase Evaluation for Upgrades- The sale is closed, and the final upgrades are complete.**
- 9/5/23 Dewberry tasked to draft a conceptual drawing to add parking along 2<sup>nd</sup> Street. Approved by the Commission on 11/7/23 and moving into the design phase to bid out the project.
- 11/7/23 Dewberry is tasked to work on the conceptual drawings for the 10<sup>th</sup> Street Ballfields.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex- Completed and now we are working on the Conceptual Plan.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields.
- 9/26/23 CW Roberts was awarded the contract for the Madison Street Paving Project. CEI Services were awarded to Anchor and we are setting up the pre-con meeting.

- Downtown Waterline Replacement Phase I, construction began 11/13 by Monolith.
- Downtown Waterline Replacement Phase II, SRF Funding approved and working on a task order with Dewberry for bid specs to bid out the project.
- Code Enforcement Action- Concrete Plant on Hwy 71- Notice sent out on 11/13/23.



P. 850.814.6629  
P. 850.819.8080  
450 Magnolia Avenue  
Panama City, FL 32401

**November 30, 2023**

**Mr. Jim Anderson  
City Manager  
City of Port St. Joe  
City Hall  
Post Office Box 278  
Port St. Joe, Florida 32457**

**Sent via email to: [janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)**

**Re: Madison Street Resurfacing SCOP Project  
(from Long Avenue to Garrison Avenue)  
Construction Administration and Inspection Services  
FDOT SCOP FPID 449722-2-54-01 | Anchor Project No.: 1680.005**

Dear Mr. Anderson:

Anchor Consulting Engineering and Inspection, Inc. (Anchor) is pleased to submit the attached scope of services to the City of Port St. Joe for construction engineering and inspection services on the **Madison Street Resurfacing SCOP Project** (FDOT SCOP: FPID 449722-2-54-01).

#### **PROJECT UNDERSTANDING**

This project includes approximately 0.4 miles of roadway resurfacing along Madison Street from the Long Avenue to Garrison Avenue (FDOT SCOP FPID 449722-2-54-01). It will also include saw cutting a 20-foot patch at the intersection of Madison Street and Long Avenue and placing a 2-inch patch with a 2-inch surface course overlay.

In addition, at the point that the lanes reduce from 4 lanes to 2 lanes (near the end of the parking lot of the Port St. Joe High School) the contractor will be required to mill to a depth of 1.5 inches and to overlay this area with 1.5 inches of surface course overlay to ensure a solid and seamless transition between the two overlay areas. From the end of the parking lot to Garrison Avenue, 1.5 inches of surface course overlay will be placed on 2-lane roadway.

Finally at the Garrison Avenue intersection, Madison Avenue will be milled to a 1.5-inch depth with a 1.5 inch surface course overlay to ensure a smooth transition between Madison Avenue and Garrison Avenue. In addition, this project also includes the removal and replacement of concrete curb, 5-foot-wide sidewalk sections, 10-foot-wide multi-use path section, asphalt patches, and 5-foot turnouts.

It is our understanding that the City has received an FDOT SCOP grant for this project which was bid on September 8, 2023. The City awarded the construction contract to C.W. Roberts for \$497,100.00. Construction is set to commence as soon as possible with an expected completion date of March 15, 2024. The City is requesting construction inspection and construction administration services during the construction phase of this project.

The tasks included for this project are defined in the Scope of Services below.

## **SCOPE OF SERVICES**

1. **Construction Conferences:** Anchor will conduct and schedule the Construction Conferences with the City, Contractor, and any other pertinent personnel/companies, as needed. This will include a Pre-Construction Meeting and Pre-Paving Meeting. Other meetings will be scheduled on an as-needed basis to ensure the project's success. Anchor shall address and resolve issues that arise at the meeting with appropriate offices, agencies and divisions. Anchor shall prepare and distribute detailed minutes of the meeting and list of attendees.
2. **Project Administration:** Anchor will provide project administration and coordination with the City. Anchor shall prepare for and attend, when requested, any periodic or in-depth City inspections that may be conducted on the project related to project work, progress or records. Anchor shall prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Anchor will provide ample inspectors and assistance to adequately oversee all work being done on the contract. Anchor shall also obtain a list of Contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.
3. **Provide Construction Inspection:** Anchor shall provide full-time, effective, and qualified inspection services. All field technicians are certified in the applicable FDOT certification workshops listed below:
  - Earthworks 1 & 2
  - Asphalt Paving 1 & 2
  - Maintenance of Traffic
4. **Supplemental Agreements/Construction Change:** Anchor shall notify the City of the necessity of any Supplemental Agreements/Construction Changes. Anchor shall assist the City's efforts to negotiate prices for additional pay items with the Contractor while adhering to the Construction Contract. Anchor shall coordinate any and all construction changes with the City and possibly the Engineer of Record. Anchor will prepare change orders as needed for the approval by the City and FDOT.
5. **Reporting:** Anchor shall assist the City with any and all reporting requirements ensuring documents are correctly completed and submitted in a timely manner in order to maintain FDOT funding.
6. **Progress Payments:** Anchor will document and confirm that quantities are accurate for Monthly Progress Payments as well as ensure that Payment Release Waivers are received each month. The City and/or the Engineer of Record must approve any waiver of testing documents prior to payment.
7. **Revisions to the Construction Contract Plans:** Any revisions to the contract plans or cross sections will be submitted by Anchor to the City for approval and processing.



8. **Distribution of Correspondence:** A copy of all correspondence between Anchor, the Contractor and its subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the City.
9. **Inspection of Work:** Anchor shall provide inspection services for conformance to Plans and Specifications for the project. Anchor's inspector shall observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. Anchor will notify the Contractor of deficiencies or problems immediately. Anchor shall inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Anchor shall notify the contractor of deficiencies. Anchor shall prepare to justify any and all pay quantities in the case of questions by the City. Anchor shall prepare an accurate daily diary, signed by the inspector, consisting of:
  - Contracting Companies on site.
  - Contractor's personnel (number and classification) on site.
  - Equipment (number and type or size) on site.
  - Location and work performed by each contractor or subcontractor.
  - Events of note on the project.
  - Accidents on the project and any details surrounding the accident such as police report number, injuries, causes, time, etc. Obtain a copy of the police report for the project records whenever possible
  - Weather including the estimated amount of precipitation and average temperature for that day. A total rain day schedule should be kept.
  - Any other details that may be important later in the project life
10. **Final Records:** Anchor shall submit a compilation of final close-out documentation and records to the City, and FDOT, after project completion. Anchor shall make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Anchor shall submit all final forms with the final records.
11. **Project Claims:** Anchor shall prepare documentation and assist in the defense of the City, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

## **SCHEDULE**

This project is expected to begin upon receipt of the City's Notice to Proceed to Anchor with final completion anticipated for March 15, 2024.

## **COMPENSATION**

Anchor will complete the tasks outlined above for a not-to-exceed amount of **\$19,850.00**.

## CLOSING

If the City is in agreement with our scope of services and cost for this project, please execute the **Professional Services Contract (Exhibit A)** and return a signed copy to us as our **Notice to Proceed**.

If you have any questions or comments, please call me at 850.215.1285 or e-mail me at [emoore@anchorcei.com](mailto:emoore@anchorcei.com). As always, we appreciate the opportunity to be of continued service to the City and we look forward to working with you on this important construction project.

Sincerely,  
**Anchor Consulting Engineering and Inspection, Inc.**



Elizabeth S. Moore, P.E.  
President

c: Brittany Trumbull, P.E., Vice President, Anchor (via e-mail at [btrumbull@anchorcei.com](mailto:btrumbull@anchorcei.com))  
Mandy O'Regan, P.E., Planning Technician (via e-mail at [moregan@anchorcei.com](mailto:moregan@anchorcei.com))

MOR/em

Attachment: **Exhibit A – Professional Services Contract**

**EXHIBIT A**  
**PROFESSIONAL SERVICES CONTRACT**  
**Anchor Project No. 1680.005**

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This Professional Contract is made effective as of \_\_\_\_\_  
by and between **City of Port St. Joe** ("OWNER") of **Post Office Box 278, Port St. Joe, Florida 32457**, and Anchor Consulting Engineering and Inspection, Inc. ("Anchor") of **450 Magnolia Avenue, Panama City, Florida 32401**.

**DESCRIPTION OF SERVICES.** Beginning on the effective date of this contract, Anchor will provide to the OWNER professional construction engineering and inspection services (CEI services) and construction administration for the **Madison Street Resurfacing SCOP Project**. The tasks to be included as part of these services are described in the attached scope or services dated **November 30, 2023** (collectively, the "Services").

Anchor shall not have control over or charge of and shall not be responsible for construction means and methods, techniques, sequences, or procedures or for safety precautions and programs in connection with work, since they are contractor's responsibility.

**PAYMENT.** Payment shall be made to Anchor Consulting Engineering and Inspection, Inc. 450 Magnolia Avenue, Panama City, Florida 32401. The OWNER agrees to pay Anchor for the services outlined within the **November 30, 2023**, scope of services for a lump sum fee of **\$19,850.00**.

An invoice for services provided will be submitted to the OWNER on a monthly basis as a percent complete for approval and payment. In addition to any other right or remedy provided by law, if OWNER fails to pay for the Services when due and as described herein, Anchor has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

**CLIENT'S RESPONSIBILITIES.** The OWNER shall provide full information regarding requirements for the project. The OWNER shall provide any available information regarding the project promptly so as to minimize costs. The OWNER will be responsible for any other necessary data not included per the Cover Letter.

**TERM.** This Contract will terminate automatically upon completion by Anchor of the Services required by this Contract or one year, whichever occurs first.

**NO MECHANIC'S LIEN.** Anchor shall not permit or suffer any mechanic's lien filed by any subcontractor, Consultant, laborer, or material vendor of Anchor to remain upon the premises of Client, provided such lien arises from the execution of work included in this contract. Upon final payment due under this Contract, Anchor agrees, for himself and his Consultants and subcontractors, that it will furnish to Client, upon request, such certificate or certificates as Client may require or desire, to the effect that no mechanic's liens or claims of Anchor or its Consultants and subcontractors have arisen or are outstanding with respect to the Work and that there is, to the best of the Anchor's knowledge, information, and belief, no basis for any future liens to be filed, but that if any such liens or claims are filed, Anchor will defend and hold Client harmless against such liens.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator licensed in the State of Florida and knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in Gulf County. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Florida.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.


**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of the OWNER by Jim Anderson, City Manager, and on behalf of Anchor by Elizabeth S. Moore, P.E., President and effective as of the date above written.

**OWNER:** Mr. Jim Anderson  
City Manager  
City of Port St. Joe  
City Hall  
Post Office Box 278  
Port St. Joe, Florida 32457

By: \_\_\_\_\_  
Jim Anderson Date

**Engineer:** Anchor Consulting Engineering and Inspection, Inc.  
450 Magnolia Avenue  
Panama City, Florida 32401

By:  \_\_\_\_\_ 11/30/2023  
Elizabeth S. Moore, P.E., President Date

## Grants Updated- 12/5/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
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. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
FDOT/SCOP	\$479,428	Madison Street from Garrison to Long Ave Re-surfacing. Approved. 100% Plan Set sent to FDOT
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. The project has been re-bid. Waiting on Approval of the amended scope of work by the State.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex. The project is on hold.
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for 10 <sup>th</sup> Street Sports Complex & \$786,545 for Road Paving.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I under construction.
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. The collection system is out for bids and the lift station is being constructed.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
NOAA	\$280,000	Stormwater Management (H&H) Study, Approved 4/21/23

FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design. Out for bids
Legislative Request 2023	\$1,500,000	Road Paving, submitted by Clark Smith approved in the 23/24 State Budget
FDEP/SRF	\$102,000 Loan/\$98,000 Grant	Lead and Copper Service Line Inventory. Approved
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
Legislative Request 2023	\$6,000,000 \$2,000,000	Fire/Police Public Safety Facility Road Paving Submitted 11/10/23
Army Corps of Engineers	TBD	Stormwater Improvements, Application submitted on 10/18/23
Gulf Consortium	\$750,000	Signed the sub-grant agreement with Gulf County on 10/31/23 for the ESAD Purchase re-imbursement
Dept. of Commerce	\$2,000,000	Rural Infrastructure Fund, Workforce Housing Access Road. Application submitted 11/3/23