

**December 15, 2020  
Regular Meeting  
12:00 Noon**



## City of Port St. Joe

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

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

# **BOARD OF CITY COMMISSION**

**Regular Public Meeting**

**12:00 Noon**

**Tuesday December 15, 2020**

## **Call to Order**

## **Consent Agenda**

### **Minutes**

- **Regular Meeting 12/1/20**

**Pages 1-4**

### **City Attorney**

- **Commissioner Fee to Run for Office/ Length of Terms**
- **Parking Ordinance- Update**
- **Ordinance 578 MLK Corridor**
  - **2nd Reading & Adoption**
- **Resolution 2020-09 Cape San Blas Utility Agreement**

**Pages 5-25**

**Pages 26-29**

### **Old Business**

- **Coronavirus (COVID-19) Update**
  - **Resolution 2020-02 - State of Emergency, Currently Still in Place**
- **RFP 2020-19 Garrison Ave. Patches**

**Pages 30-33**

### **New Business**

- **NYE Fireworks- 12/31 at 10:00 EST**
- **NRCS Grant Amendment**
- **Curent City Projects**

**Pages 34-44**

**Pages 45-46**

### **Public Works**

- **RFP 2020-20 Grinder Pumps**

**Page 47**

### **Surface Water Plant**

- **Update**

### **Wastewater Plant**

- **Update**

### **Finance Director**

- **Update**

### **Project Manger/CRA Director**

- **Update**

### **City Engineer**

- **NRDA Stormwater Grant- Update**
- **Walking Path FDOT Grant- Update**
- **CDBG Grant- Update**

- **First Street Lift Station and Long Ave. SRF Application- Update**
- **City Pier- Update**
- **NRCS Grant- Update**

#### **Code Enforcement**

- **1412, Palm Blvd., Parcel #05178-000R Santiago Velazquez- Request to Bid Demo. Page 48**
- **Corner of Ave. A & MLK, Parcel # 05700-000 Ruby Farmer- Request to Bid Demo.**
- **Travel Trailers Connected to City Utilities in the City Limits- Discussion**

#### **Police Department**

- **Surplus Property**

**Page 49**

#### **City Clerk**

- **Update**

#### **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, December 1, 2020, at Noon.**

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

## **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of November 17, 2020. All in favor; Motion carried 5-0.

### **City Attorney –**

#### *Commissioner Fee to Run for Office, Length of Terms*

Attorney McCahill will be discussing this with Gulf County Supervisor of Election, John Hanlon, in the coming week.

#### *Parking Ordinance Update*

Mr. McCahill is working on this and should have a document next week. He will incorporate enforcement mechanisms of the Golf Cart, Boat Ramp, and Parking Ordinances in this.

### **Old Business –**

#### *Coronavirus (COVID-19) Update –*

Resolution 2020-02 State of Emergency, is still in place and Mr. Anderson noted that local information is being monitored.

#### *Planning Board Membership*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to reappoint Jay Rish, Rawlis Leslie, and Minnie Likely to an additional 3-year term on the PDRB. All in favor; Motion carried 5-0.

### **New Business –**

#### *Tennis Court Lighting, Resurfacing*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to bid out resurfacing and repurpose the court at Frank Pate Park for Pickle Ball and to resurface the courts at the Soccer Field. Work is to be done on the Soccer Field courts first. All in favor; Motion carried 5-0.

#### *RFP 2020-19 Garrison Avenue Patches (Handout)*

This was Tabled for further research and to allow time for Mr. Grantland to talk with the contractor about the project. All in favor; Motion carried 5-0.

A list of City projects was provided by Mr. Anderson. Mayor Buzzett asked that this list be included in each Agenda packet for meetings.

### **Public Works – John Grantland**

Mr. Grantland shared that the playground equipment at the STAC House is going together well, and they will be installing the canopy at Forest Hill Cemetery this week.

### **Surface Water Plant – Larry McClamma**

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to bid out purchasing 144 Membrane Filtration Modules. All in favor; Motion carried 5-0. This item is included in the budget.

### **Wastewater Plant – Kevin Pettis**

Mr. Pettis shared that the pipe had been installed on the lagoon floor, an American made pump has been located, and discharging will resume in January.

### **Finance Director – Mike Lacour**

#### *FEMA Update*

Mr. Lacour did not have any new updates for the Commission, and he continues to work with FEMA for reimbursement of the remaining funds owed to the City.

### **Project Manager / CRA Director – Bill Kennedy**

Mr. Kennedy was ill and unable to attend the meeting.

### **City Engineer – Josh Baxley**

#### *NRDA Stormwater Grant*

A preliminary meeting has been scheduled with NFWFMD on December 2, 2020.

#### *Walking Path FDOT Grant Update*

The County is still waiting on Federal paperwork to be signed by Duke Energy.

#### *Stormwater Master Plan*

The Master Map and Draft Report have been submitted to the City, MFWFMD, and FL DEP. DEI is now working on the final recommendations and associated cost estimates.

#### *CDBG Grant Update*

A crew is working the remaining video and cleaning for the 6" gravity sewer. Once completed, they will determine our options.

#### *Garrison Avenue SCOP Grant Update*

A Punch List was provided to the contractor on November 18, 2020, and Mr. Baxley expects the items to be addressed this week.

#### *First Street Lift Station and Long Avenue Update*

DEI is currently working on preparation of the bid documents and we are waiting on SRF approval.

#### *City Pier*

The project is currently in progress.

#### *CDBG-DR*

The applications were submitted on November 23, 2020.

## **NRCS**

Plans and the Quality Assurance Plan have been sent for approval. An additional funding request has been submitted.

## **Code Enforcement –**

Mr. Anderson noted that hearings with the special magistrate were held on November 19, 2020, and Attorney Magidson is working on orders from those hearings. More hearings are scheduled for December 10, 2020. Property at 1412 Palm Boulevard and 226-A Avenue A have until December 13, 2020 to comply with the Special Magistrate's order. The structures will be on the December 15, 2020, Agenda for demo consideration.

Commissioner Langston mentioned that it appears the RV on Avenue B has been hooked up to the sewer and asked that it be checked.

## **Police Department – Chief Richards**

Chief Richards anticipates the equipment to verify vehicle speeds should be here in several weeks.

Commissioner Langston thanked Chief Richards and his department, as well as John Ford and the Fire Department, and EMS for their very quick response to an accident he was involved in last week. He complimented them on their professionalism and thoroughness.

## **City Clerk – Charlotte Pierce**

### *Christmas on the Coast Update*

Clerk Pierce shared that entries are being received daily for the parade and everything appears to be on schedule.

Mayor Buzzett asked that all social media advertisements remind people to wear a mask, stay in their family groups, and follow the CDC guidelines.

## **Citizens to be Heard –**

*Chester Davis* requested help with turning lights off at the Washington Gym Basketball Pavilion. He also asked that Chief Richards attend a Ministerial Alliance meeting to share how church property can be better secured.

*Marvin Davis* noted the Ministerial Alliance meets the third Monday of the month and encouraged Commissioners to attend a meeting. Mr. Davis referenced Governor DeSantis' recent Executive Order and stated he would welcome input from citizens as he serves on the Gulf County School Board.

## **Discussion Items by Commissioners –**

*Commissioner Hoffman* asked that Commissioners consider providing lighting for the City Pier and requested that this item be on the next Agenda.

After discussion, a Motion was made by Commissioner Hoffman, second by Commissioner Langton, to have an Employee Appreciation lunch on Wednesday, December 23, 2020, at 12:30 P.M., in the Centennial Building. All in favor; Motion carried 5-0. This will include full and part time employees as well as the Building Department.

*Commissioner Langston* stated that he has repeatedly asked for suggestions from the NPSJ Community on the Tennis Courts and has not received any input. He recommended that the City demolish the courts and put something there for the kids to enjoy. He asked that the demo be added to the City's Project List.

*Commissioner Lowry* did not have any updates for the Commission.

*Commissioner Ashbrook* wished everyone a happy holiday season.

*Mayor Buzzett* did not have any additional information to be shared.

**Motion to Adjourn –**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:55 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **ORDINANCE NO. 578**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE, SPECIFICALLY CITY-INITIATED TEXT AND MAP AMENDMENT TO (1) CREATE A NORTH PORT ST. JOE MIXED USE OVERLAY DISTRICT, (2) TO AMEND THE ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Port St. Joe City Commission has adopted the Comprehensive Plan within which are included goals, objectives, and policies related to the adoption of land development regulations; and

**WHEREAS**, Chapter 163, Part II, Section 3201, the Florida Statutes, requires the implementation of these goals, objectives, and policies through the adoption of consistent land development regulations; and

**WHEREAS**, Chapter 163, Part II, Section 3202, of the Florida Statutes requires each county and municipality to adopt or amend and enforce land development regulations that are consistent with and implement the adopted comprehensive plan within one (1) year after submission of the revised comprehensive plan for review to the state; and

**WHEREAS**, the Planning and Development and Review Board in its capacity as the Local Planning Agency, considered this request, found it consistent with the goals, objectives and policies of the local Comprehensive Plan, and recommended approval at a properly advertised public hearing on November 3, 2020;

**NOW THEREFORE, IT BE ORDAINED** by the City Commission of the City of Port St. Joe, Florida, amends the Land Development Regulations as follows:

**Section 1.** The following Sections of the Land Development Regulations are to be amended:

Section 3.16. Mixed Use district;

Section 3.17(4)c. Planned Unit Development (PUD);

Section 5.02. Impervious surface coverage and stormwater management;

And;

Section 5.08. - Same—Required parking spaces

(See Exhibit A)

**Section 2.** Upon this Ordinance becoming effective, the City of Port St. Joe Zoning Map shall be amended to show the property described on attached Exhibit "B" as the North Port St. Joe Mixed Use Overlay District.

(See Exhibit B) 5



**Section 3.** The provisions of the Ordinance are hereby declared to be severable. If any revision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

**Section 4.** This Ordinance shall become effective as provided by law.

This Ordinance was adopted in open regular meeting after its second reading

this \_\_\_\_\_, after due notice in accordance with Florida Law.

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Clinton McCahill, City Attorney

## EXHIBIT A

### Land Development Regulations, Part III

#### Article III. Land Use: Type, Density, Intensity

##### Sec. 3.16. Mixed Use districts.

###### (1) Mixed Use District.

a. The purpose of the mixed use district is to allow a mix of residential, commercial and other uses to promote development of a high quality environment for living, working or visiting. Other uses allowed in the mixed use district are industrial, public uses, recreational, open space and conservation. The mixed use district may be assigned to lands designated as mixed use in the future land use map and will be limited to areas with an adequate level of public facilities and services. The mixed use district will encourage vertical integration of various residential and non-residential uses within these areas, achieving internal trip capture.

b. The following regulations apply in the mixed use district:

Development shall contain the minimum percentage of at least two of the following districts:

Land use districts	Allowable mix of
Residential	25 - 75 %
Commercial	25 - 75 %
Other uses such as industrial, public, recreational, open space and conservation.	25 - 75 %

c. Residential density in the mixed use district may not exceed 15 units per acre; commercial and industrial uses may not exceed maximum lot coverage of 90% and 60 ft building height limitation. Intensity standards for other uses allowed in the mixed use district are as defined in the individual public, recreational, open space and conservation districts contained in this article.

###### (2) North Port St. Joe Mixed Use Overlay District

a. The purpose of the North Port St. Joe Mixed Use District is to promote development of a high-quality mixed-use environment for living, working, or visiting that transitions smoothly to the historic single-family neighborhood around it. The North Port St. Joe Mixed Use is assigned to the area adjacent to Martin Luther King Boulevard from Avenue A to Avenue G that has a designation of North Port St. Joe Mixed Use on the Future Land Use Map. The North Port St. Joe Mixed Use Overlay District will encourage redevelopment within the neighborhood, bringing goods and services to a commercially under-served area.

Development in areas designated as North Port St. Joe Mixed Use shall contain the minimum percentage of at least two of the following Land Use Categories:

Land Use Category	Allowable Mix of Uses
<u>Residential</u>	<u>10 - 90 %</u>
<u>Commercial</u>	<u>15 - 85 %</u>
<u>Other uses such as Industrial, Public, Recreational, Open Space and Conservation.</u>	<u>15 - 85 %</u>

b. The Overlay District is divided into three sub-districts:

i. Retail Sub-District.

The Retail Sub-District allows up to 30 multi-family units per acre, or up to 40 multi-family units per acre when residential and non-residential uses are combined within the same building. The maximum lot coverage is 100%. All buildings are limited to 60 feet in height. Intensity standards applicable to Recreation, Conservation, and Open Spaces uses are as defined elsewhere in the Code.

The requirements of the Mixed Use Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Retail Sub-District.

ii. Residential Sub-District.

The Residential Sub-District allows residential multi-family units of up to 30 units per acre. The maximum lot coverage is 100%. All buildings are limited to a height of 60 feet.

The requirements of the R-2B Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Residential Sub-District.

ii. Transition Sub-district.

The Transition Sub-district allows residential multi-family development up to 25 units per acre. The maximum lot coverage is 90%. All buildings are limited to a height of 60 feet. Side-by-side duplexes, stacked duplexes, and fourplexes shall be encouraged to provide a transition to the surrounding single-family neighborhood.

The requirements of the R-2B Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Transition Sub-District.

- c. Implementation. In order to create greater design flexibility and compatibility with surrounding uses, the North Port St. Joe Mixed Use Overlay District may be implemented through the Planned Unit Development (PUD) process (Section 3.17). When implemented through the PUD process, the requirements of the zoning districts referenced above (Mixed Use District and R-2B District) may be deviated from with approval from the City as described in Section 3.17.
- d. Buffering. Incompatible uses within the North Port St. Joe Mixed Use Overlay District shall be buffered from one another as required by Section 5.05 of this Code. Creative buffer solutions shall be considered through the PUD process as described in Section 3.17 of this Code.

### **Sec. 3.17. Planned Unit Development district**

#### **Section 3.17(4)c:**

- c. A minimum site size of five acres is required unless the site is located within a Port St Joe Redevelopment Area or within the North Port St. Joe Mixed Use Overlay District whereupon only one acre is required.

## Land Development Regulations, Part III

### Article V. Development Standards

#### Section 5.02 Impervious surface coverage and stormwater management.

- (a) *General:* Impervious surface refers to a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes but is not limited to semi-impervious surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures. The total impervious surface area of a development shall not exceed the ratios established in the following table:

<i>Zoning Districts</i>	<i>Impervious Surface Ratio (ISR)</i>
Conservation	N/A
Residential (VLR)	.30
Residential (R1)	.30
Residential (R2)	.40
Residential (R3)	.40
Residential (R4)	.50
Commercial	.70 *
Public Use	.60
Mixed Use	.70 *
North Port St. Joe Mixed Use	1.0
Planned Unit Development (PUD)	.70 *
Industrial	.70
Recreation	.50
Open Space	.10

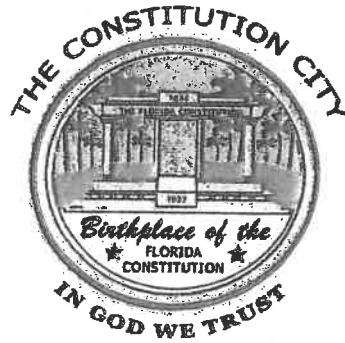
\* Except that ISR of 1.0 shall be allowed within the Port St Joe Redevelopment Area and North Port St. Joe Mixed Use District

#### Sec. 5.08. - Same—Required parking spaces.

- (c) Treatment of mixed uses. Where a combination of uses is developed, parking shall be provided for each use as prescribed by subsection (a) above; however, the city recognizes that shared parking is often inherent in mixed use developments which include one or more uses that are complementary, ancillary and support other activities and will consider specific data and analysis provided by the applicant in determining the required number of parking spaces. The applicant must show that if the number of parking spaces approved prove to be insufficient, they can and will correct the situation by adding the number of spaces needed to meet the city's minimum standards. The planning and development review board shall approve or deny a request for a waiver of the minimum number of parking spaces. Development within the North Port St. Joe Mixed Use Retail Sub District is permitted to use on-street parking directly adjacent to the development in the calculations to determine the number of required parking spaces.
- (g) On-street parking. Development within the North Port St. Joe Mixed Use Residential Sub-District may use the on-street parking directly adjacent to the development to meet parking requirements. Redevelopment of a parcel which previously used on street parking may continue to use on street parking provided that the new use does not significantly increase the number of parking spaces required.

# **City of Port St. Joe**

## **Land Development Code Amendment**



Prepared By:

City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456  
and



2316 Killearn Center Boulevard  
Suite 102  
Tallahassee FL 32309

October 2020

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## Appendices

### Appendix A: Map

## I. North Port St. Joe

### A. Past Planning Efforts

The area around Martin Luther King Boulevard in the City of Port St. Joe once contained a plethora of businesses serving the local African American community. Since the closure of the paper mill and other adverse economic trends, there is only one business left. In an effort to revitalize this and other affected areas within the City, a plan was developed as part of the Community Redevelopment Area efforts. However, the 2009 redevelopment plan for the Martin Luther King Boulevard area, also known as North Port St. Joe, has not yet yielded any redevelopment.

In 2016, concerned residents of North Port St Joe met in three public meetings and created a new community plan for the designated Expansion Area of Port St. Joe's Downtown Redevelopment Area along Martin Luther King Boulevard (see Figure 1). The community plan, called *Redeveloping North Port St. Joe*, was accepted by the Port St. Joe Redevelopment Agency and the City Commission in early 2017 as an update to the 2009 North Port St Joe Master Plan. *Redeveloping North Port St. Joe*'s highest priority is to restore Martin Luther King Boulevard without displacing any of the local residents. With the growing prospect of a new port adjacent to the community, its citizens are intent that North Port St. Joe is ready for and benefits fully from the future economic development.

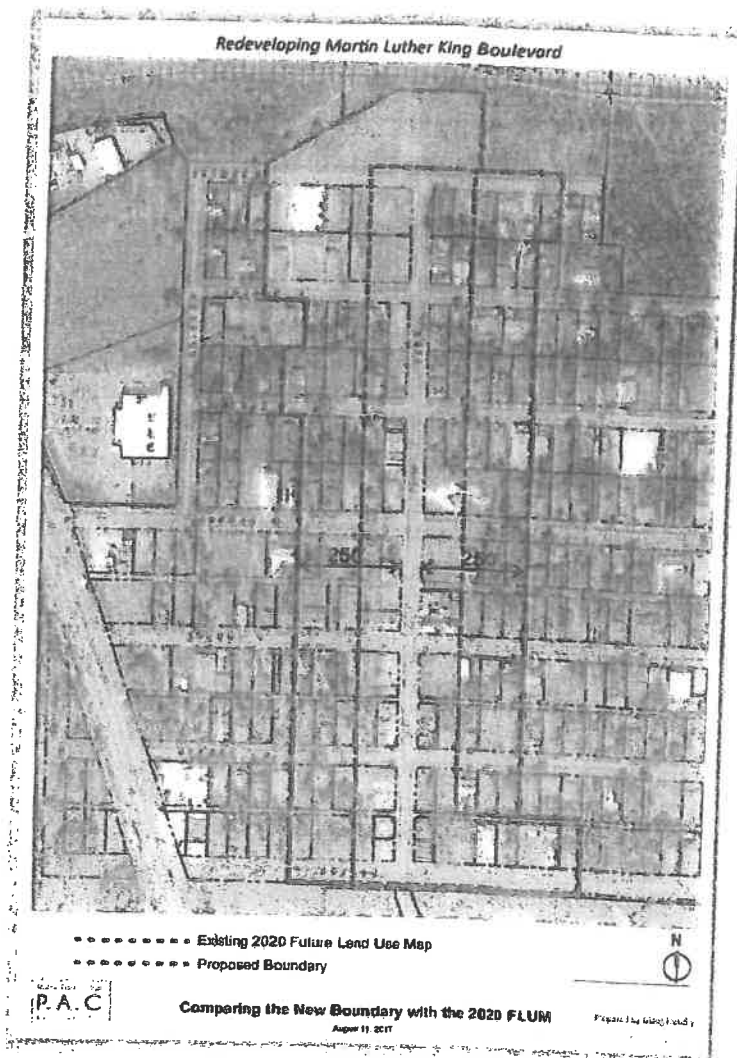


Figure 1: The expanded mixed-use area in the North Port St. Joe neighborhood, courtesy John Hendry, Pacific Xanhh.



*Redeveloping North Port St. Joe* proposes an increased density and intensity mixed-use district along Martin Luther King Boulevard. A new land use category has been adopted to implement the recommendations of the redevelopment plan. The new category differs slightly from the existing Mixed-Use district, with a higher density available through a density bonus and a slightly higher lot coverage maximum. While the whole area, original and expansion, will be under the new North Port St Joe Mixed Use land use category, the core area will be developed as a mixed-use area with commercial, retail, and office mixed with multi-family residential. This core business area will be surrounded by low-rise multi-family development to provide both housing choice as well a transition to the historic single-family neighborhoods surrounding it. The major differences between the two development areas will be made evident with changes to the Land Development Regulations.

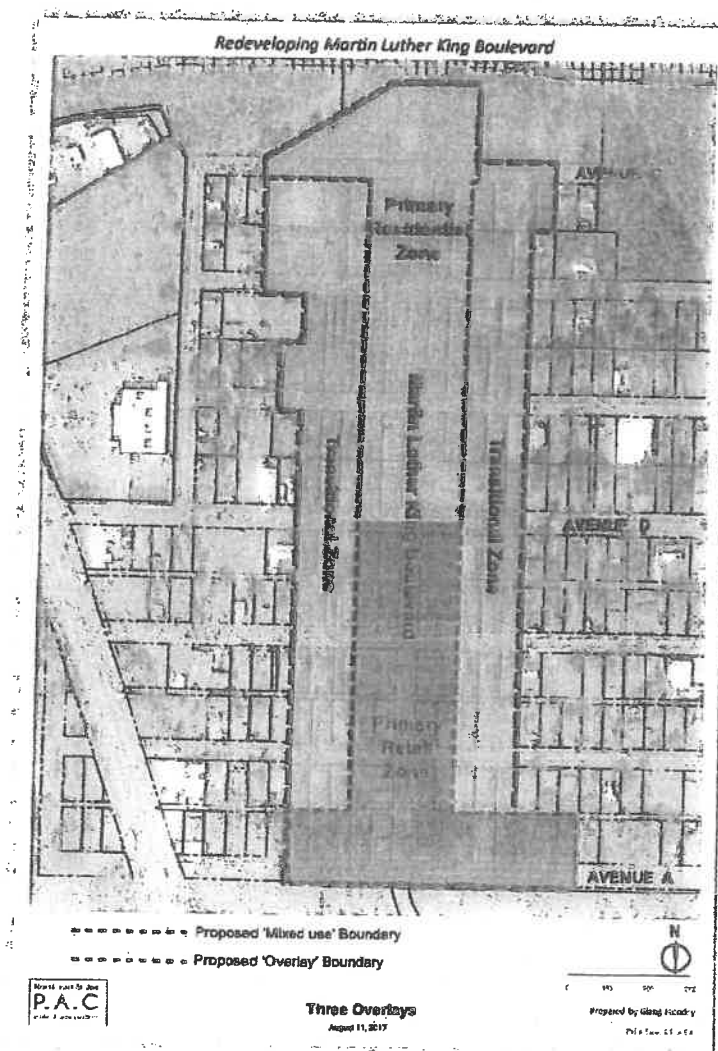


Figure 2: The location of the three sub-districts within the North Port St. Joe Mixed Use overlay district, courtesy John Hendry, PacificXanh.

Within the Land Development Regulations, a new overlay district to implement the land use category is proposed. This overlay district acts as a detailed neighborhood plan, guiding development along the corridor. While the Comprehensive Plan sets the upper limits of what is possible within the land use district, the Overlay divides the area into three subdistricts, guiding the function, character, intensity, type, and degree of growth anticipated within the area (see Figure 2). As the corridor develops, changes to these requirements may be needed, and the greater flexibility within the Land Development Regulations will ensure that the necessary changes can be made. As within *Redeveloping North Port St. Joe*, creating economic development opportunities to increase employment growth and decrease poverty levels is the

main focus for these areas, with a secondary focus on human and social programs.

The meetings held with the community reveal a vision of the North Port St. Joe Neighborhood returning to its Traditional Neighborhood Design (TND) roots. TND refers to residential neighborhoods designed in the format of small, early 20th century villages and neighborhoods with homes on small lots, narrow front yards with front porches and gardens, detached garages in the backyard, walkable "Main Street" commercial areas with shops lining the sidewalk, and public parks, town greens, or village squares. Most contemporary development is characterized by an orientation to the automobile, separation of land uses, and low intensities. TND calls for compact, pedestrian-oriented neighborhoods with a mix of commercial and residential uses, a variety of housing types, and public places where people have opportunities to socialize and engage in civic life. The automobile is still accommodated, with ample parking and efficient circulation, but it no longer dominates the landscape. The existing fabric of the North Port St. Joe neighborhood is conducive to this neighborhood type, with small lots on small blocks and a historical commercial center, but the economic component of the Main Street (Martin Luther King Boulevard) is missing. The proposed land use category will provide the increased density and intensity needed to create flexibility to foster renewed economic development within the area.

#### B. New North Port St. Joe Mixed Use Land Use Category

The new Land Use Category adopted for the North Port St. Joe Area, North Port St. Joe Mixed Use, increases the density and intensity within the area around Martin Luther King Boulevard. North Port St. Joe Mixed Use will also be applied to a larger area than the area currently designated on the Future Land Use Map (18 acres, versus the 5.43 acres currently designated as Mixed Use).

The proposed land use category increases both the density and intensity from the existing Mixed Use and Residential Categories to allow for the type of development desired by the community. The following language is proposed to be added to Policy 1.3.4 of the Future Land Use Element:

##### North Port St. Joe Mixed Use

The purpose of this land use category is to further the Community Redevelopment Plan and to implement the vision of *Redeveloping North Port St. Joe* around the Martin Luther King Boulevard area. This land use district allows a mix of Residential, Commercial, Office and other uses to promote development of a high-quality environment for living, working or visiting. Other uses allowed are Low-Intensity Industrial, Public Uses, Recreational, Open Space, and Conservation. The North Port St. Joe Mixed Use category is to be assigned to the area on both sides of Martin Luther King Boulevard, as shown on the Future Land Use Map. The North Port St. Joe Mixed Use category will encourage vertical integration of residential and non-residential uses

within the neighborhood, bringing goods and services to an under-served area.

The mixture of development within the North Port St. Joe Land Use Mixed Use Category will be governed by an overlay district within the Land Development Regulations.

- i. Residential density is 30 units per acre.
- ii. When residential uses are combined with non-residential uses within the same building, a density bonus may be granted with maximum residential density not to exceed 40 units per acre;
- iii. Maximum lot coverage is 100%;
- iv. All buildings are limited to 60 ft in height;
- v. Intensity standards for the Recreational, Open Spaces and Conservation land use categories areas defined elsewhere in FLUE Policy 1.3.4.
- vi. The mix of uses does not have to be developed at the same time, nor is one land use a prerequisite to another land use. For the purposes of this section, the mix of uses refers to the overall land use category that is assigned the North Port St. Joe Mixed Use future land use category and not individual pods, units, tracts, or lots within the parent parcel of land.
- vii. Development in areas designated as North Port St. Joe Mixed Use shall contain the minimum percentage of at least two of the following Land Use Categories:

<u>Land Use Category</u>	<u>Allowable Mix of Uses</u>
<u>Residential</u>	<u>10 - 90 %</u>
<u>Commercial</u>	<u>15 - 85 %</u>
<u>Other uses such as Industrial, Public, Recreational, Open Space and Conservation.</u>	<u>15 - 85 %</u>

## **II. Proposed Land Development Regulation Changes**

While the increase density and intensity are applied to the entirety of the expanded area, development will be implemented in greater detail within three overlays within the City's Land Development Regulations (see Figure 3 for a location of the parcels proposed to be changed). These overlay zones will be used to create a primarily retail area on the lots on

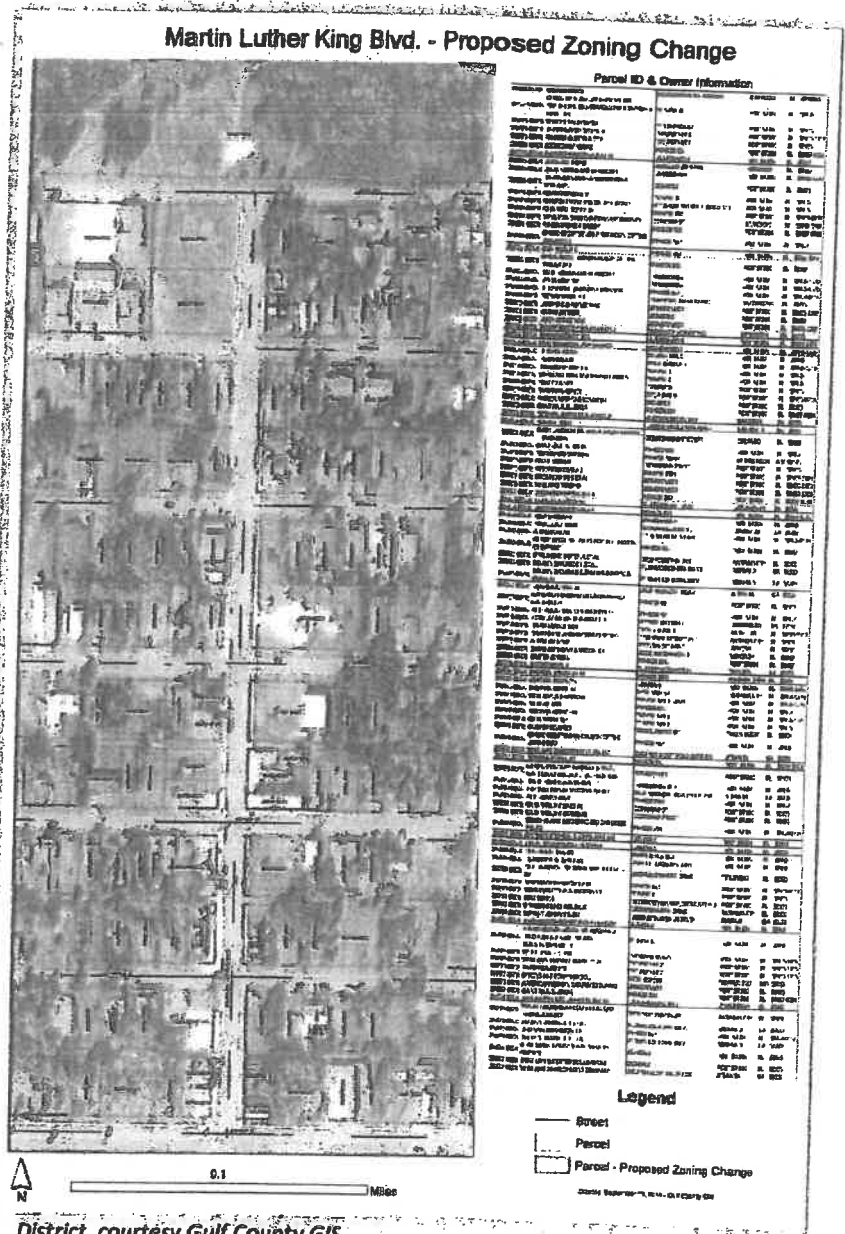
southern three blocks immediately adjacent to Martin Luther King Boulevard and a primarily multi-family area on the lots on the northern three blocks immediately adjacent to Martin Luther King Boulevard. The third overlay will encompass the remaining area covered by the Land Use change and will create a residential transitional area between the higher density and intensity along Martin Luther King Boulevard and the single-family neighborhood on either side of it. In addition to serving as a transition to lower density, the area will provide an opportunity for the development of different housing types.

#### A. Section 3

This section contains the requirements for each specific zoning district, including the existing Mixed Use zoning district

and requirements for submitting a Planned Unit Development (PUD). A PUD provides an opportunity for innovative concepts in site planning and the creation of living, working and shopping environments. Those applying for a PUD may establish the restrictions and regulations that apply to the development.

Incorporating the new land development code requirements that implement the new North Port St. Joe Mixed Use Future Land Use Category creates changes to Section 3.16, Mixed Use Districts, and Section 3.17, Planned Unit Development. Section 3.16 is proposed to be expanded to add the new mixed use designation and Section 3.17 is altered to allow a PUD on



a parcel of any size within the North Port St. Joe Overlay District.

Changes to Section 3.16 include the establishment of three sub-districts within the North Port St. Joe Mixed Use Overlay District. These three districts are the Retail Sub-district, the Residential Sub-district, and the Transition Sub-district. These districts are established to meet the objectives described in the above paragraphs. The proposed changes to Section 3.16 are as follows:

**Sec. 3.16. Mixed Use districts.**

**(1) Mixed Use District.**

a. The purpose of the mixed use district is to allow a mix of residential, commercial and other uses to promote development of a high quality environment for living, working or visiting. Other uses allowed in the mixed use district are industrial, public uses, recreational, open space and conservation. The mixed use district may be assigned to lands designated as mixed use in the future land use map and will be limited to areas with an adequate level of public facilities and services. The mixed use district will encourage vertical integration of various residential and non-residential uses within these areas, achieving internal trip capture.

b. The following regulations apply in the mixed use district:

Development shall contain the minimum percentage of at least two of the following districts:

Land use districts	Allowable mix of
Residential	25 - 75 %
Commercial	25 - 75 %
Other uses such as industrial, public, recreational, open space and conservation.	25 - 75 %

c. Residential density in the mixed use district may not exceed 15 units per acre; commercial and industrial uses may not exceed maximum lot coverage of 90% and 60 ft building height limitation. Intensity standards for other uses allowed in the mixed use district are as defined in the individual public, recreational, open space and conservation districts contained in this article.

**(2) North Port St. Joe Mixed Use Overlay District**

a. The purpose of the North Port St. Joe Mixed Use District is to promote development of a high-quality mixed-use environment for living, working, or visiting that transitions smoothly to the historic single-family neighborhood around it. The North Port St. Joe Mixed Use is assigned to the area adjacent to Martin Luther King Boulevard from Avenue A to Avenue G that has a designation of North Port St. Joe

Mixed Use on the Future Land Use Map. The North Port St. Joe Mixed Use Overlay District will encourage redevelopment within the neighborhood, bringing goods and services to a commercially under-served area.

Development in areas designated as North Port St. Joe Mixed Use shall contain the minimum percentage of at least two of the following Land Use Categories:

<u>Land Use Category</u>	<u>Allowable Mix of Uses</u>
<u>Residential</u>	<u>10 - 90 %</u>
<u>Commercial</u>	<u>15 - 85 %</u>
<u>Other uses such as Industrial, Public, Recreational, Open Space and Conservation.</u>	<u>15 - 85 %</u>

b. The Overlay District is divided into three sub-districts:

i. Retail Sub-District.

The Retail Sub-District allows up to 30 multi-family units per acre, or up to 40 multi-family units per acre when residential and non-residential uses are combined within the same building. The maximum lot coverage is 100%. All buildings are limited to 60 feet in height. Intensity standards applicable to Recreation, Conservation, and Open Spaces uses are as defined elsewhere in the Code.

The requirements of the Mixed Use Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Retail Sub-District.

ii. Residential Sub-District.

The Residential Sub-District allows residential multi-family units of up to 30 units per acre. The maximum lot coverage is 100%. All buildings are limited to a height of 60 feet.

The requirements of the R-2B Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception

of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Residential Sub-District.

ii. Transition Sub-district.

The Transition Sub-district allows residential multi-family development up to 25 units per acre. The maximum lot coverage is 90%. All buildings are limited to a height of 60 feet. Side-by-side duplexes, stacked duplexes, and fourplexes shall be encouraged to provide a transition to the surrounding single-family neighborhood.

The requirements of the R-2B Zoning District along with all applicable requirements of the Land Development Regulation Code, with the exception of the above density and intensity standards, shall apply to all new or redevelopment of properties located with the Transition Sub-District.

c. Implementation. In order to create greater design flexibility and compatibility with surrounding uses, the North Port St. Joe Mixed Use Overlay District may be implemented through the Planned Unit Development (PUD) process (Section 3.17). When implemented through the PUD process, the requirements of the zoning districts referenced above (Mixed Use District and R-2B District) may be deviated from with approval from the City as described in Section 3.17.

d. Buffering. Incompatible uses within the North Port St. Joe Mixed Use Overlay District shall be buffered from one another as required by Section 5.05 of this Code. Creative buffer solutions shall be considered through the PUD process as described in Section 3.17 of this Code.

Proposed changes to the PUD requirements are as follows:

Section 3.17(4)c:

- c. A minimum site size of five acres is required unless the site is located within a Port St Joe Redevelopment Area or within the North Port St. Joe Mixed Use Overlay District whereupon only one acre is required.

B. Section 5

Section 5 of the Land Development Requirements contains impervious surface standards and parking standards. Changes that support the creation of the type of development desired within the North Port St. Joe Overlay District are proposed within this district. These changes include a 1.0 impervious surface ratio within the new district and provisions that allow on-street parking to counted in the parking requirements for each development.

**Section 5.02 Impervious surface coverage and stormwater management.**

- (a) *General:* Impervious surface refers to a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes but is not limited to semi-impervious surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures. The total impervious surface area of a development shall not exceed the ratios established in the following table:

<i>Zoning Districts</i>	<i>Impervious Surface Ratio (ISR)</i>
Conservation	N/A
Residential (VLR)	.30
Residential (R1)	.30
Residential (R2)	.40
Residential (R3)	.40
Residential (R4)	.50
Commercial	.70 *
Public Use	.60
Mixed Use	.70 *
North Port St. Joe Mixed Use	<u>1.0</u>
Planned Unit Development (PUD)	.70 *
Industrial	.70
Recreation	.50
Open Space	.10

\* Except that ISR of 1.0 shall be allowed within the Port St Joe Redevelopment Area and North Port St. Joe Mixed Use District

**Sec. 5.08. - Same—Required parking spaces.**

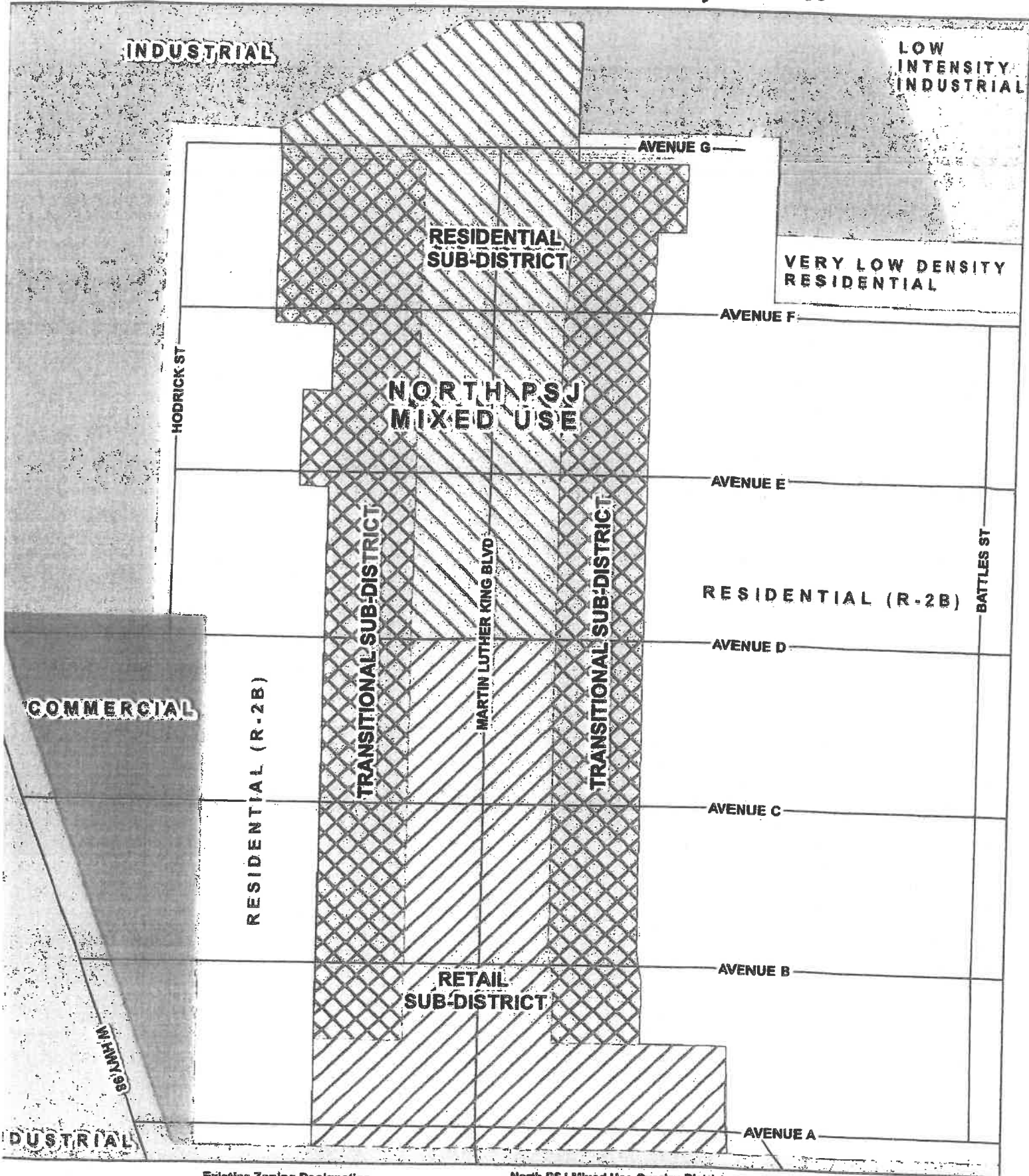
- (c) Treatment of mixed uses. Where a combination of uses is developed, parking shall be provided for each use as prescribed by subsection (a) above; however, the city recognizes that shared parking is often inherent in mixed use developments which include one or more uses that are complementary, ancillary and support other activities and will consider specific data and analysis provided by the applicant in determining the required number of parking spaces. The applicant must show that if the number of parking spaces approved prove to be insufficient, they can and will correct the situation by adding the number of spaces needed to meet the city's minimum standards. The planning and development review board shall approve or deny a request for a waiver of the minimum number of parking spaces. Development within the North Port St. Joe Mixed Use Retail Sub District is permitted to use on-street parking directly adjacent to the development in the calculations to determine the number of required parking spaces.



- (g) On-street parking. Development within the North Port St. Joe Mixed Use Residential Sub-District may use the on-street parking directly adjacent to the development to meet parking requirements. Redevelopment of a parcel which previously used on street parking may continue to use on street parking provided that the new use does not significantly increase the number of parking spaces required.

## Appendix A: Map

# North Port St Joe - Mixed Use Overlay District



**Existing Zoning Designation**

- NORTH PSJ MIXED USE
- VERY LOW DENSITY RESIDENTIAL
- RESIDENTIAL (R-2B)
- COMMERCIAL
- LOW INTENSITY INDUSTRIAL
- INDUSTRIAL

**North PSJ Mixed Use Overlay District**

- RESIDENTIAL SUB-DISTRICT
- RETAIL SUB-DISTRICT
- TRANSITIONAL SUB-DISTRICT
- Street
- Parcel

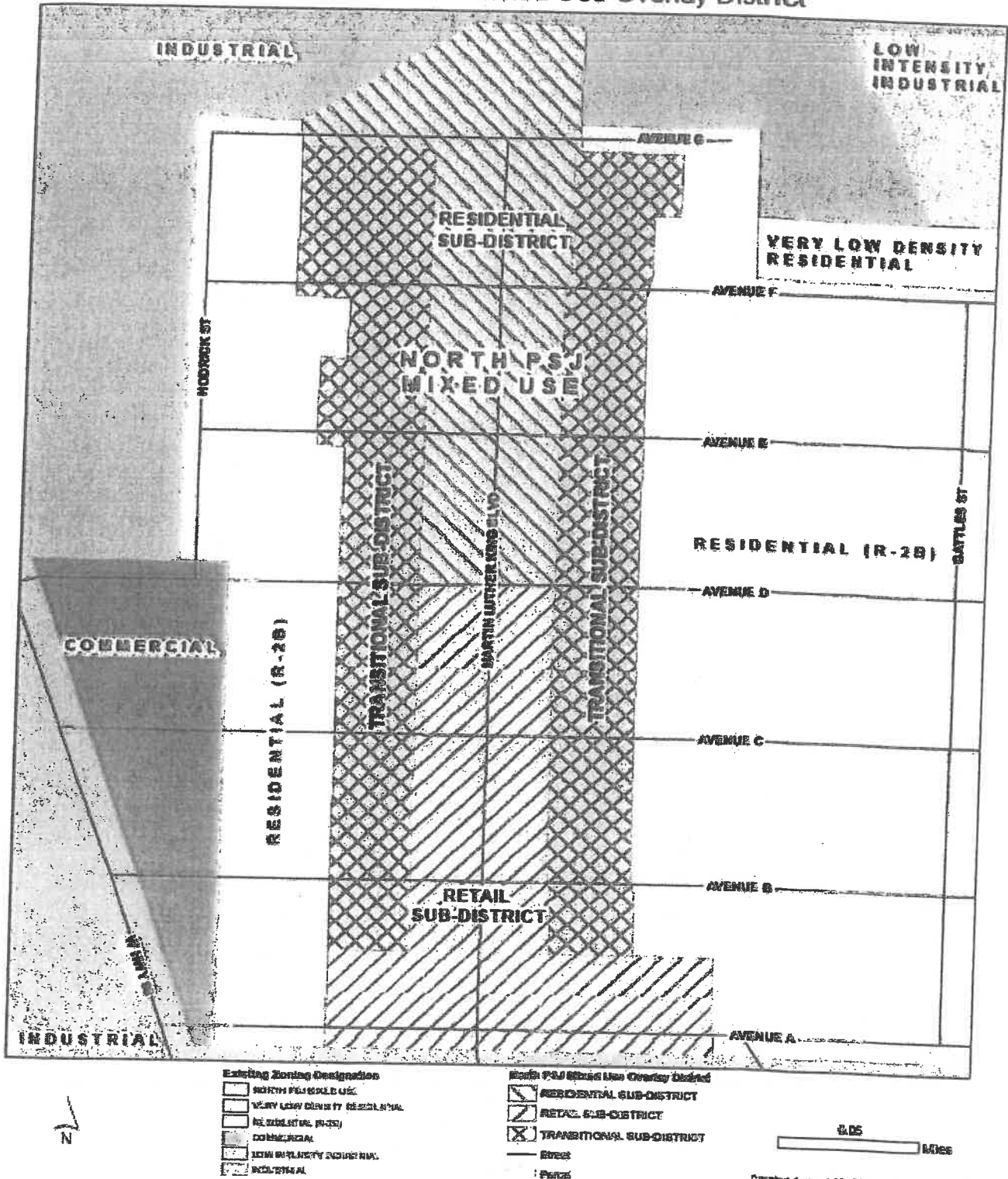


0.05 Miles

Created August 19, 2020 - Gulf County GIS

# EXHIBIT B

## North Port St Joe - Mixed Use Overlay District



RESOLUTION 2020-09

A RESOLUTION OF THE CITY COMMISSION OF PORT ST. JOE, FLORIDA, APPROVING AN AGREEMENT WITH GULF COUNTY, FLORIDA FOR CERTAIN SERVICES IN CONNECTION WITH THE OPERATION OF THE CAPE SAN BLAS SEWER SYSTEM; APPROVING A FEE FOR SUCH SERVICES, PROVIDING FOR SUCH FEES TO BE PASSED ON TO SEWER CUSTOMERS; PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida (City) provides sewer services for the benefit of the public in an area served by the Cape San Blas Sewer System; and

WHEREAS, Gulf County, Florida (County) provides water services in the same service area; and

WHEREAS, the County has the ability and resources to provide information and services related to billing and collections to City more effectively and efficiently than the City has been able to obtain such information and services; and

WHEREAS, it is in the best interest of the City Commission, the people of the City of Port St. Joe and the customers served by the system for the City to enter into an agreement with the County; and

NOW THEREFORE, be it resolved by the City Commission of the City of Port St. Joe, Florida as follows:

1. The City shall enter into a service agreement with the County based upon the terms contained in the previous service agreement with Lighthouse Utilities Company, Inc. The City Manager is authorized to execute such agreement on behalf of the City.
2. Fees charged by the County shall be shown on individual Cape San Blas Sewer System customer bills beginning with the first billing cycle after execution of this service agreement.
3. This Resolution is effective immediately upon passing.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, this 15<sup>th</sup> day of December 2020.

CITY COMMISSION OF THE CITY  
OF PORT ST. JOE, FLORIDA

BY: \_\_\_\_\_  
REX BUZZETT, Mayor/Commissioner

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

## **UTILITY SERVICES AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "The Agreement") made and entered into this \_\_\_\_\_ day of December 2020, by and between the CITY OF PORT ST. JOE, FLORIDA (City) and GULF COUNTY, FLORIDA (County).

### **WITNESSETH:**

WHEREAS, the City operates a section of the City wastewater system known as the Cape Sewer System (CSS); and

WHEREAS, the County operates the potable water delivery system in an area that includes all of CSS; and

WHEREAS, the County has the capability through its maintenance and billing systems to generate certain information that would be valuable to the City in its maintenance and billing obligations in the operation of CSS; and

WHEREAS, the City has adopted Resolution 2020-09 authorizing the entry into a contract between the City and the County for the provision of certain services and information provided by County to the City; and

NOW THEREFORE, in consideration of the respective covenants herein contained and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. AUTHORITY. The authority for the enactment of this Utility Services Agreement is Chapters 180 and 166, Florida Statutes.

### **SECTION 2. AGREEMENT.**

A. The County shall provide to City the following:

1. Real time customer billing changes shall be e-mailed to the City billing liaison as they are requested by County customers via the County website.
2. A monthly, hard copy customer consumption report shall be delivered to the City billing liaison on or about the 15<sup>th</sup> day of the month.
3. Up to two hours of clerical support and two hours of field support shall be provided to City within each 30 day billing cycle.
4. The County will make changes to its website to require its customers to identify whether or not they are CSS customers.
5. The County will ensure that the City has the right of full access at all times to the water meters both physically and electronically for the purpose of accurate sewer billing.
6. The County shall provide billing change information within ten (10) days of its occurrence. This information shall include meter changeout information to

include the new meter number along with its EID number, start reading, date of change, old ID #, ending read, & customer name.

B. The City shall provide to the County the following:

1. The City shall pay to the County the sum of \$3.00 (three dollars) per active account on or about the first day of the month.
2. The City shall report any meter that is not electronically reading to the County by address during the monthly reading cycle. The monthly service fee shall be suspended for each meter not reading over a three month period of time.

SECTION 3. TERM.

This exclusive agreement shall be granted for a period of 3 years.  
This Agreement commences 1/1/2021 and ends 12/31/2024.

SECTION 4. TERMINATION.

Either party may terminate this Agreement upon 180 days written notice.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CITY OF PORT ST. JOE, FLORIDA

BY: \_\_\_\_\_  
REX BUZZETT, Mayor-Commissioner

ATTEST:

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

GULF COUNTY, FLORIDA

BY: \_\_\_\_\_



**RFP # 2020-19**  
**Garrison Avenue Patch Project**  
**November 30, 2020**  
**City Commission Conference Room**

[illegible]

## SPECIFICATIONS/BASE BID

The Scope of WORK shall contain the following for 21 areas:

1. Removal of existing material or patch.
2. Reinstall material, compact and pave as indicated in the plan detail.

BID TOTAL \$ 53,235<sup>00</sup>

### Alternative #1

1. Mill area(s) as shown in the plan detail.
2. Removal of existing material or patch.
3. Reinstall material, compact and pave as indicated in the plan detail.

ALTERNATIVE BID \$ 75,835<sup>00</sup>

Bid provided by:

MARK M. CORRELL

Company

JASON WHITE CONSTRUCTION

Signature

11/30/2020

Date



5655 Middle Road  
Theodore, AL. 36582  
Office: 251-472-6684  
Fax: 866-720-9834

Bid Date: December 2, 2020  
Re: Port St Joe, FL

We propose to furnish the Cleaning and CCTV in accordance with industry standards and following NASSCO guidelines for problem characterization:

Item#	Description	Notes	Quantity	Units	Unit Price	Total
1	Mobilization	If done when in town	1	EACH	2,500.00	WAIVED
2	CCTV		4000	LF	1.30	\$ 5,200.00
3	Normal Cleaning (0-2 Passes)		4000	LF	1.30	\$ 5,200.00
4	Heavy Cleaning (ADDER)	3-5 passes - Only if Required	1	LF	2.50	\$ 2.50
	Beyond 6 passes would require negotiated hourly cleaning services					

BOND AND SALES TAX IS EXCLUDED (ADD 2% IF BOND IS REQUIRED). QUANTITIES ARE ESTIMATES ONLY. PAYMENT SHALL BE MADE FOR THE ACTUAL WORK PERFORMED AT THE SPECIFIED UNIT PRICES. **PRICING IS BASED ON GCU BEING CONTRACTED FOR ALL WORK QUOTED**

**Proposal Inclusions for the Cleaning and CCTV:**

1. All labor, material, and equipment required to clean and televise the above referenced lines.
2. NASSCO certified reports and data collection.
3. One mobilization.
4. Worker's compensation insurance and employer's liability insurance
5. Certificate of Insurance within normal limits

**For the Cleaning and CCTV, the following is to be provided to GCU at no charge:**

1. Supply water, hydrant meter, backflow preventer and hose protection ramps (as required).
2. This service does not include the removal of additional debris caused by a collapse in the pipe.
3. This service does not include the removal of non typical sewer hazardous material that can not be disposed of at a WWTP or landfill location. Any special permitting costs shall be incurred by the customer.
4. In the event that there is tuberculation, objects that are 6 inches in diameter or greater, large diameter rock and/or a buildup of chemical material (polymer, wax, fat, grease, etc.) or minerals (calcium, etc.) on the interior of the pipeline that require removal to industry standards, such removal of material is NOT included in the service cost unless specifically included in the proposal as noted above. This service does NOT include the removal of fixed debris or materials, like cement or concrete, from the pipeline. Specialty cleaning items including, but not limited to, those aforementioned will be billed at \$450/Hr.
5. Ingress and egress access to manholes and the site work area(s) adequate for set up, operation, maintenance, and removal of equipment and related site restoration, if any. Equipment shall be capable of accessing manholes **under it's own power**. NOTE: If manholes are not located, accessible and uncovered prior to GCU arrival, time spent to prepare the manhole for access will be billed at the rate listed above. Equipment shall include one 12CY Vac truck and one camera van, neither of which are 4x4 or off-road capable.
6. Plugging and Bypass pumping, if required.
7. Traffic Control (signage, flaggers, etc), if required. GCU will **only** provide cones to go around our vehicles.
8. Spill containments shall be provided if required.
9. Laydown or storage yard for equipment for weekends and nights.

**Other terms:**

1. Payment due within **sixty** days of our invoice (Retainage due within 120 days of completion of GCU's work performed).
2. Stated prices are in effect for thirty days from the date of this proposal.

3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.
4. GCU will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of GCU's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.
5. The customer and GCU will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other part resulting from a negligent act or omission in performance of work under this agreement.

**Spencer Tuell, PE**  
**Cell # 251.472.6684**

ACCEPTED:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



U.S. Department of Agriculture  
Natural Resources Conservation Service

NRCS-ADS-09

**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR204209XXXXC005	2. Amendment Number 0002	3. Award /Project Period 08/11/2020 - 02/17/2021	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510		6. Recipient Organization (Name and Address)  PORT ST JOE, CITY OF 305 CECIL G COSTIN BLVD PORT SAINT JOE FL 32456-1906  DUNS: 091657932      EIN:	
7. NRCS Program Contact  Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@usda.gov	8. NRCS Administrative Contact  Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact  Name: Michael Lacour Phone: 850-229-8261 Email: mlacour@psj.fl.gov	10. Recipient Administrative Contact  Name: Michael Lacour Phone: 850-229-8261 Email: mlacour@psj.fl.gov
11. CFDA  10.923	12. Authority  16 U.S.C 2203 33 U.S.C 701B-1 Agricultural Credit Act of 1978 FedAg Improvement and Reform Act of 1999 Public Law 104-127, 110 Stat. 1016 Sec 216 of the Flood Control Act of 1950 Section 216, Public Law 81-516, 33 U.S.C Section 403, Public Law 95-334 Title III, Part Subtitle H, Section 382 33 U.S.C. 701b-1	13. Type of Action  Amendment/Revision	14. Program Director  Name: James Anderson Phone: 850-229-8261 Email: janderson@psj.fl.gov
15. Project Title/ Description: EWP 5074 City of Port St Joe, Gulf County, DSR MIC-PSJ-029 Wetappo Creek debris clearing (6000014415)			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$240,487.50	\$72,875.00	
Additional funds total	\$137713.13	\$41731.25	

Grand total	\$378,200.63	\$114,606.25
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18. Approved Budget

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$343,818.75	Other	\$34,381.88
Total Direct Cost	\$378,200.63	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$114,606.25
		Total Federal Funds Awarded	\$378,200.63
		Total Approved Budget	\$492,806.88

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Juan C Hernandez State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative James Anderson City Manager	Signature	Date

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

### Purpose

The purpose of this amendment is to increase the eligible construction cost by \$166,925.00, which increases the FA by \$125,193.75 and TA by \$12,519.38 and make changes to the Responsibilities of the Parties section.

Except as provided herein, all other terms and conditions of the original agreement, and any previous amendments, remain unchanged and in full force and effect.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. MIC-PSJ-029 – Debris removal from city waterways

Total Estimated Construction Cost = \$458,425 (increase of \$166,925)

### Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$492,806.88 (increase of \$179,444.38)

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$343,818.75 (increase of \$125,193.75) + 25% Sponsor \$114,606.25 (increase of \$41,731.25)): \$458,425

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$34,381.88 (increase of \$12,519.38)

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in direct cash expenditures or non-cash

materials. The value of any non-cash materials shall be agreed to in writing prior to implementation.

### **Responsibility of the Parties**

Correct the reporting period on Clause 29 and add Clauses 31 and 32 per changes to the 2 CFR 200.

29. Submit SF-425 Financial Reports on a semi-annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov). Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

31. The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

32. In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

### **Expected Accomplishments and Deliverables**

No changes to this section.

### **Resources Required**

No changes to this section.

### **Milestone**

No changes to this section.



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

#### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

#### I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).
- b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables
- c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
- e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
- f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.
- g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

#### IV. PAYMENTS

- a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.
- b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

## VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:  
  
Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250
- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

#### X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

#### XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

#### XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

#### XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

#### XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

## Current City Projects 12/15/20

- 6<sup>th</sup> and 7<sup>th</sup> Street Drainage- Complete
- The Reserve Water/Sewer Extension- Complete
- STAC House Playground Equipment- Under Construction
- City Pier- Under Construction
- 7<sup>th</sup> & 8<sup>th</sup> Street Drainage- Scheduled
- Allen Memorial Drainage- Cleaning Complete
- Washington Gym Bathroom- PSJRA
- Keepers' Quarter (Eglin)- Under Construction
- Garrison Ave. Patches- Bids are under Review and Camera Quote Requested
- CDBG Sewer Phase III- Under Construction
- Garrison Ave. SCOP Paving Phase II- Substantially Complete
- Tennis Court Lighting- Working on Quotes
- Tennis Court Re-surfacing-Out for Bid
- Pickle Ball Court Re-Surfacing- Out for Bid
- Walking Bridges- Being Fabricated
- Bridge Foundations- Scheduled to begin mid-December
- Boat Ramp Pay Machine- Working on Quotes
- Washington Gym Ballfield Lights- Complete (Waiting on Duke Energy)
- Forest Hill Cemetery Power- Complete (Waiting on Duke Energy)
- Forest Hill Cemetery Canopy- Complete
- Sewer Plant Pipe Extension- Complete
- Water Plant Clarifier Rehab- Out for Bid
- City Hall/ PD Roof Sealant- Complete
- Beaches Water Meter Replacement- Re-Scheduled for 1/11
- Tree/Stump removal from Parks- Ongoing
- Grinder Station Bids- 12/15 Agenda for Award of Bid
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board



- NRCS Grant/Ditch Cleaning- Submitted, Need Approval of additional funds to Bid
- 1<sup>st</sup> Street SCOP Paving Grant- Working on Estimates for Manhole/Main CIPP Cost.
- Fishing Pier at Clifford Sims Park- Need Direction from the Board
- Utility Mapping- Ongoing
- Maddox Park Gazebo & Observation Tower- Need Direction from the Board
- Splash Pad- Need Direction from the Board
- Gateway Entry Way Light- Order sent to Duke Energy
- Christmas Light reciprocals on MLK- Order sent to Duke Energy
- City Pier Lighting- Being Reviewed by City Electricians
- Washington Gym Covered Pavilion Lighting Repair/Timer Options-Being Reviewed by City Electricians
- Washington Gym Complex Tennis Court Demo- Scheduled
- Welcome Sign Lighting- City Electricians
- Hwy 98 & 3<sup>rd</sup> Street Crosswalk- Ordered thru FDOT
- Centennial Bldg. Rehab- Grant Application Submitted
- Core Park Stage- Need Direction from the Board
- Public Safety Fire/Police Bldg. CDBG-DR- Grant Application Submitted
- Sewer Rehab. CDBG-DR- Grant Application Submitted
- Stormwater Rehab. MLK Corridor CDBG-DR (FAMU)- Grant Application submitted
- Water Plant Filter Replacement- Out for Bid
- City Hall Complex- Looking for funding Options

**RFP # 2020-20**  
**Simplex Grinder Station Bid 2020**  
~~**November 30, 2020**~~ **December 7, 2020**  
**City Commission Conference Room**

[illegible]

## **Jim Anderson**

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**From:** Richard Burkett  
**Sent:** Tuesday, December 1, 2020 9:25 AM  
**To:** Jim Anderson  
**Subject:** Possible Demo

Santiago Velazquez  
1412 Palm Blvd

Home damaged by Hurricane Michael no work done with the exception of a tarp on the roof.  
(Demolition would need to be bid out) Compliance date December 13, 2020.

Ruby Farmer  
Ave A

Home damaged by Hurricane Michael no work done with the exception of a tarp on the roof.  
(Demolition would need to be bid out) Compliance date December 13, 2020.

Richard Burkett  
Code Enforcement  
City of Port St. Joe  
850-229-8261 Ext 112

# Port St. Joe Police Department

410 Williams Avenue, Port St. Joe, FL 32456



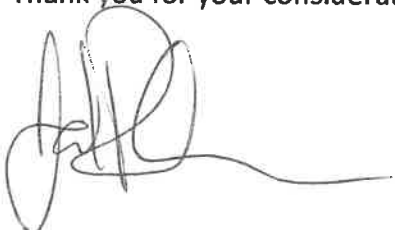
December 11, 2020

To the City of Port St. Joe Commission,

The Port Saint Joe Police Department (PSJPD) requests to change the status of Vehicle #105 a 2010 Dodge Charger VIN#3B3AA4C9AH211700 Tag#XB3827

Mileage 116936 to Surplus Property

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "JR", with a long horizontal line extending to the right.

Jake Richards

Chief of Police

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