

**January 19, 2021
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 January 19, 2021

Call to Order

Consent Agenda

Minutes

- Regular Meeting 1/5/21 Pages 1-3
- Special Meeting 1/12/21 Page 4

City Attorney

- Ordinance 579 Commissioners Fee to Run for Office 2020 Election Cycle Pages 5-6
 - Discussion
- Ordinance 580 Commissioners Length of Terms Pages 7-8
 - First Reading & Request to Advertise
- Ordinance 581 Boat Ramp Parking Ordinance (Handout)
 - First Reading & Request to Advertise
- Ordinance 583 Flood Plain Amendments Pages 9-21
 - First Reading & Request to Advertise
- Damaged Fire Hydrant on Long Avenue

Old Business

- Coronavirus (COVID-19) Update
- Resolution 2020-02 - State of Emergency, Currently Still in Place
- Parcel #04908-000R- Potential Sale of Property Pages 22-24

New Business

- Plat Approval Request- Magnolia Palms Pages 25-29
- Planning Services Agreement- Approval to Extend Term Pages 30-34
- Planning Task Order Pages 35-38
- RFP 2020-23 Tennis/Pickleball Re-Surfacing (Handout)
- Commission Meeting on 3/16 During Spring Break
- Curent City Projects Pages 39-40

Public Works

- VacJet Trailer- Request to Purchase on State Contract Pages 41-42
- (2) Husler Mowers- Request to Purchase on State Contract Page 43

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

- **Boat Ramp Pay Station Location**

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

- **Update**

Police Department

- **Update**

City Clerk

- **Grants Task Order**
 - **Disaster Recovery**
 - **Legislative Request**
 - **City Hall Complex**
 - **Legislative Request- Submitted for 150K for Washington Gym Restrooms**

Pages 44-51

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, January 5, 2021, at Noon.

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, Finance Director Michael Lacour, and City Attorney Clinton McCahill were also present.

Gulf County Health Department Director Sarah Hines, Brittney Bochamp, and Jessie Phippen gave the board an update on the current implementation of the corona virus vaccine. Frontline health care workers, Nursing home residence, and residence over 65 are eligible to receive the first round of vaccines.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowrey, to approve the Minutes of the Regular Meeting of December 15, 2020. All in favor; Motion carried 5-0.

City Attorney –

Ordinance 579 Commissioners Fee to Run for Office 2020 Election Cycle; First Reading and Request to Advertise – Handout- Attorney McCahill asked for additional time to review with the Supervisor of Elections John Hanlon and the item was tabled for the next meeting.

Ordinance 580 Commissioners Length of Terms (Ballot for Next Election); First Reading and Request to Advertise – Handout- Attorney McCahill asked for additional time to review with the Supervisor of Elections John Hanlon and the item was tabled for the next meeting.

Ordinance 581 Boat Ramp Parking Ordinance; First Reading and Request to Advertise - Handout – Attorney McCahill asked for additional time to review the ordinance language with the League of Cities Attorney and the item was tabled for the next meeting.

Old Business –

Coronavirus (COVID-19) Update – Mr. Anderson gave an update on infections of employees. Mayor Buzzett suggested we bring back mask requirement within the city. After some discussion by Commissioners, no action was taken.

Resolution 2020-02 State of Emergency, is still in place.

New Business –

New Pavilion at Washington Gym Complex – Discussion- A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook to approve the purchase and installation of a 24'x60' Picnic Pavilion on the site of the old tennis courts. All in favor: Motion carries 5-0.

Naming of Outside Basketball Court at Peters Park – Discussion – The issue was tabled to review the possibility of setting up of a system or process to name facilities within the city. We need public input on naming facilities.

Current City Projects – Discussion – Review of current projects.

Public Works – John Grantland – Discussion of the fire flow test scheduled for last night on Marina Drive and the 20th Street stormwater piping under the roadway.

Surface Water Plant – Larry McClamma

RFP 2020-22 Filters (Handout, bids closed 1/4/21)- A motion by Commissioner Ashbrook, Second by Commissioner Lowry to accept RFP 2020-22 low bidder Scinor for the purchase of filters in the amount of \$79,980.00: All in favor: Motion carries 5-0.

RFP 2020-21 Clarifier Rehab- A motion by Commissioner Ashbrook, Second by Commissioner Lowry to accept RFP 2020-21 low bidder Dunn Industrial for Clarifier Rehab in the amount of \$80,100.00: All in favor: Motion carries 5-0

Wastewater Plant – Kevin Pettis- Jim Anderson; update on Waste Water projects.

Finance Director – Mike Lacour

Boat Ramp Pay Machine- A motion by Commissioner Ashbrook, Second by Commissioner Lowry to move forward with the purchase of an electronic pay station from Ventek for the boat ramp, with the amendment of the quote to remove the cash payment option: All in favor: Motion carries 5-0.

City Engineer – Josh Baxley

NRDA Stormwater Grant Forest Park Stormwater Improvements- The project is currently on hold.

Walking Path FDOT Grant Update- DEP has issued a notice to proceed and the contractor has been instructed to proceed. Pre construction scheduled for next week.

Stormwater Master Plan - Master plan is expected to be completed by the end of the month and presented to NFWFMD.

CDBG Grant Update- After video of the system, some of the lines were 6" and not 8" as indicated by the plans, slip lining 6" lines is not possible because of the reduction in capacity in those lines. The lines need to be pipe burst to install the larger 8" lines, updated funding estimates indicate a \$163,147.30 short fall in funds available. Staff recommends using current funding from the Waste Water repair and maintenance budget funds to cover the shortage. A motion by Commissioner Langston, Second by Hoffman for a change order for the CDBG project to cover the additional \$163,147.30 with current budget funds: All in favor: Motion carried 5-0.

First Street Lift Station and Long Avenue SRF Application Update: City is waiting on approval from SRF to go out for bid.

City Pier – Construction is almost complete.

NRCS - working on bid documents.

Code Enforcement – two code enforcement demos' out for bid, should have those for next meeting.

Police Department – Chief Richards- Discussion of speed survey's: Ave A and 7th Street. Discussion of new parking ordinance enforcement.

City Clerk – Charlotte Pierce - Jim Anderson

Disaster Recovery- discussion about additional funding sources for replacement of the failing pipes at the 10th Street baseball complex and asked commissioners to think about other storm related damages that might qualify for funding, such as sidewalks on Monument Ave.

BRIC – A motion by Commissioner Ashbrook to move forward with a task order for a grant submission to the Brick program for funding of a City Hall Complex. Second by Commissioner Lowry: All in favor: Motion carried 5-0.

Legislative Appropriation- approval to request \$150,000 in Legislative funds to build a bathroom at the Washington Gym. A Motion was made by commissioner Hoffman to submit the Washington Gym bathroom project for Legislative funding of \$150,000 with the understanding that if the funds for the bathroom project are denied the city will move the project forward with existing funds, Second by Commissioner Langston: All in favor: Motion carried 5-0.

Citizens to be Heard –

Chester Davis – Discussion of Washington Gym facility use; He will be applying for a Grant to fund equipment for public use in the Washington gym from Dupont.

Discussion Items by Commissioners –

Commissioner Ashbrook – Encourage everyone to keep wearing masks.

Commissioner Lowry – Wished everyone a Happy New Year.

Commissioner Langston – Wished everyone a Happy New Year, wants to encourage everyone to get vaccinated.

Commissioner Hoffman – Encouraged by citizens wearing masks around town. Not sure a mask mandate would change anyone’s opinion, but would support masks mandate if infections increase.

Mayor Buzzett – Asked everyone to look forward in 2021.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:56 P.M.

Approved this _____ day of _____ 2021.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, January 12, 2021, at 2:00 P.M.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, Finance Director Michael Lacour, and City Attorney Clinton McCahill were also present.

Minutes

Closing of City Buildings:

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to allow all events that are currently on the books to go forward. All in favor; Motion carried 5-0.

Sacred Heart Request to Utilize the Centennial Building for COVID-19 Vaccines:

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to allow Sacred Heart Hospital to use the Centennial Building for COVID-19 Vaccines and to waive the fees for use of the facility. All in favor; Motion carried 4-0.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 2:21 P.M.

Approved this _____ day of _____ 2021.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

ORDINANCE NO. : 579

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA ALLOWING CANDIDATES FOR THE OFFICES OF MAYOR-COMMISSIONER AND COMMISSIONER THE OPTION OF QUALIFYING FOR THE ELECTION FOR THOSE CITY OFFICES BY OBTAINING SIGNATURES VIA PETITION IN LIEU OF PAYING THE QUALIFYING FEE PURSUANT TO CHAPTER 99 FLORIDA STATUTES; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, election qualifying fees and assessments are set forth in Chapter 99 Florida Statutes; and

WHEREAS, Chapter 99.095 Florida Statutes allows for a petition process in lieu of a qualifying fee if the candidate submits a petition with the signatures of at least 1% of the registered voters in the geographical area represented by the office sought; and

WHEREAS, it is believed that allowing candidates to qualify via petition will increase the number of citizens running for office, which is in the best interests of the people of Port St. Joe; and

NOW THEREFORE, be it enacted by the people of the City of Port St. Joe, Florida:

1. That the candidates in all city elections for the offices of Mayor-Commissioner and City Commissioner occurring after the effective date of this Ordinance may qualify via the petition process in lieu of a qualifying fee.
2. The petition submitted must contain the signatures of at least ten percent of the registered

voters of the geographical area represented by the office sought.

3. Each candidate must submit their petition to the Gulf County Supervisor of Elections Office in the time frame set forth in Chapter 99.095(3).

4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

5. This Ordinance shall take effect on August 1, 2021.

THIS ORDINANCE ADOPTED this _____ day of _____, 2021.

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

REX BUZZETT
MAYOR-COMMISSSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

ORDINANCE NO. : 580

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA PROVIDING FOR A BALLOT REFERENDUM ON AMENDING ARTICLE 2, SECTION 13 OF THE CHARTER OF THE CITY OF PORT ST. JOE, BY EXTENDING THE LENGTH OF TERM OF THE MAYOR COMMISSIONER AND CITY COMMISSIONERS FROM TWO TO FOUR YEARS, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the term length of the mayor-commissioner and the city commissioners of the City of Port St. Joe, Florida is currently two years; and

WHEREAS, the terms of the city commissioners expire every other year; and

WHEREAS, the length of the terms and the dates of expiration of the various terms require the City of Port St. Joe to hold municipal elections every year; and

WHEREAS, yearly elections are costly to both the candidates and the City of Port St. Joe; and

WHEREAS, voter participation may be increased if the City of Port St. Joe increased the length of the terms of the commissioners and held municipal elections every two years; and

WHEREAS, the overall expense to the city and to the candidates running for municipal offices may be reduced; and

NOW THEREFORE, be it ordained by the people of the City of Port St. Joe, Florida:

1. The following question shall be placed before the electors of the City of Port St. Joe,

Florida at the next municipal election that has a contested city commissioner and/or mayor/commissioner seat:

“Shall Article 2, Section 13 of the Charter of the City of Port St. Joe, Florida be amended to lengthen from two years to four years the terms of the mayor-commissioner and each commissioner of the City of Port St. Joe, Florida?
() Yes () No.”

- 2. If the referendum is passed it shall take effect upon the next municipal election.
- 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- 4. This Ordinance shall take effect immediately upon its adoption.

THIS ORDINANCE ADOPTED this ____ day of _____, 2021.

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

REX BUZZETT
MAYOR-COMMISSSIONER

ATTEST:

CHARLOTTE M. PIERCE
CITY CLERK

ORDINANCE NO. 583

AN ORDINANCE BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE REPEALING EMERGENCY ORDINANCE NUMBER 551, FLOOD PLAIN MANAGEMENT AND MINIMUM BASE FLOOD ELEVATIONS, ADOPTED FEBRUARY 5, 2019, AMENDING THE CITY OF PORT ST. JOE CODE OF ORDINANCES TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Port St. Joe participates in the National Flood Insurance Program and the Board of City Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Gulf County, Florida and Incorporated Areas, with an effective date of March 9, 2021; and

WHEREAS, the Board of City Commissioners adopted an emergency ordinance (No. 551) on February 5, 2019, in order to provide for the application and use of preliminary base flood elevations determined during the course of revising the Flood Insurance Study; and

WHEREAS, the Board of City Commissioners has determined that it is in the public interest to repeal Emergency Ordinance Number 551, Flood Plain Management and Minimum Base Flood Elevations, and amend the Land Development Regulations, Section 4.18 Applicability, to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, the City of Port St. Joe participates in the National Flood Insurance Program and may choose in the future to participate in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, in 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors, or lowest horizontal structural members of the lowest floors, as applicable, are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing

requirements; and

WHEREAS, the Board of City Commissioners determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board of City Commissioners has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy.

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of the City of Port St. Joe that the following repeals and amendments are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance repeals Code of Ordinances, Emergency Ordinance #551, Flood Plain Management and Minimum Base Flood Elevations, which was adopted on February 5, 2019.

SECTION 3. This ordinance amends LDR Section 1.03 Definitions, by amending, deleting, and adding the following definitions.

Accessory structure (appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage. Accessory structures in flood hazard areas should constitute a minimal investment and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before June 15, 1983.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after June 15, 1983.

SECTION 4. This ordinance amends LDR Section 4.18 as follows.

Sec. 4.18. – Applicability.

(a) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the City of Port St. Joe, as established in Section 4.18(c).

(c) Basis for establishing flood hazard areas. The Flood Insurance Study for Gulf County, Florida and Incorporated Areas dated ~~September 28, 2007~~ March 9, 2021, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, and are adopted by reference as a part of the flood provisions of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Hall, 305 Cecil G. Costin, Sr., Boulevard, Port St. Joe, FL 32456.

(d) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 4.21 the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the flood provisions of this article and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) Other laws. The flood provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

(g) Interpretation. In the interpretation and application of the flood provisions of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 5. This ordinance amends LDR Sections 4.23 through 4.31 as follows.

Sec. 4.23. – Variances and appeals.

(a) General. The Planning Development and Review Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood provisions of this article. Pursuant to section 553.73(5), F.S., the Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

(b) Appeals. The Planning Development and Review Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of the flood provisions of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(c) Limitations on authority to grant variances. The Planning Development and Review Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 4.23(g), the conditions of issuance set forth in Section 4.23(h), and the comments and recommendations of the Floodplain Administrator and the Building Official. The Planning Development and Review Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of the flood provisions of this article.

(d) Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 4.21(c).

(e) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building, Chapter 12 Historic Buildings*, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(f) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 4.23(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(g) Considerations for issuance of variances. In reviewing requests for variances, the

Planning Development and Review Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with the flood provisions of this article or the required elevation standards;
- (2) Determination by the Planning Development and Review Board that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the

record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 4.2423. – Violations.

(a) Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of the flood provisions of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(b) Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 4.2524. – Buildings and structures.

(a) Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 4.20(c), buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 4.3130.

(b) Detached Accessory structures. Detached accessory structures shall be used only for parking and storage accessory to the primary structures and shall be anchored to resist wind and flood loads.

(1) Residential accessory structures:

a. In Zone A/AE flood hazard areas, accessory structures larger than 150 square feet and shall meet with the flood opening requirements of R322.2.

b. In coastal high hazard areas (Zone V) and Coastal A Zone, accessory structures constructed of other materials and prefabricated light metal structures larger than 150 square feet shall meet the breakaway wall requirements of R322.3.

(2) Nonresidential accessory structures. In all flood hazard areas, nonresidential accessory structure shall be 300 square feet or less and shall meet the flood opening requirements

of ASCE 24 and in Zone V and Coastal A Zones, shall meet the breakaway wall and flood opening requirements of ASCE 24.

Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

(1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft.

(2) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(3) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

(4) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(5) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(6) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 4.2625. – Subdivisions.

(a) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 4.21(b)(1); and
- (3) Compliance with the site improvement and utilities requirements of Section 4.2726.

Sec. 4.2726. – Site improvements, utilities and limitations.

(a) Minimum requirements. All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 4.21(c)(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(e) Limitations on placement of fill. Subject to the limitations of the flood provisions of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(f) Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 4.21(c)(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 4.3130(h)(3).

Sec. 4.2827. – Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the flood provisions of this article.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. ~~Foundations for manufactured homes subject to Section 4.27(f) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 4.27 (e) or (f), as applicable.

(e) General elevation requirement. Unless subject to the requirements of Section 4.27(f), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

(f) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 4.27(e), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

(e)(g) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(f)(h) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

Sec. 4.2928. – Recreational vehicles and park trailers.

(a) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 4.2928(a) for temporary placement shall meet the requirements of Section 4.2827 for manufactured homes.

Sec. 4.3029. – Tanks.

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 4.3029(c) shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V).

(c) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 4.3130. – Other development.

(a) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 4.2726(d) if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 4.2726(d).

(c) Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 4.2726(d).

(d) Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 4.2726(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 4.21(c)(3).

(e) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

(f) Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall

not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(g) Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(h) Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 6. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Port St. Joe. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the Board of City Commissioners of the City of Port St. Joe that the provisions of this ordinance shall become and be made a part of the City of Port St. Joe's Code of

Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading the _____ day of _____, 2021.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the Board of City Commissioners of the City of Port St. Joe, upon second and final reading this _____ day of _____, 2021.

The City of Port St. Joe

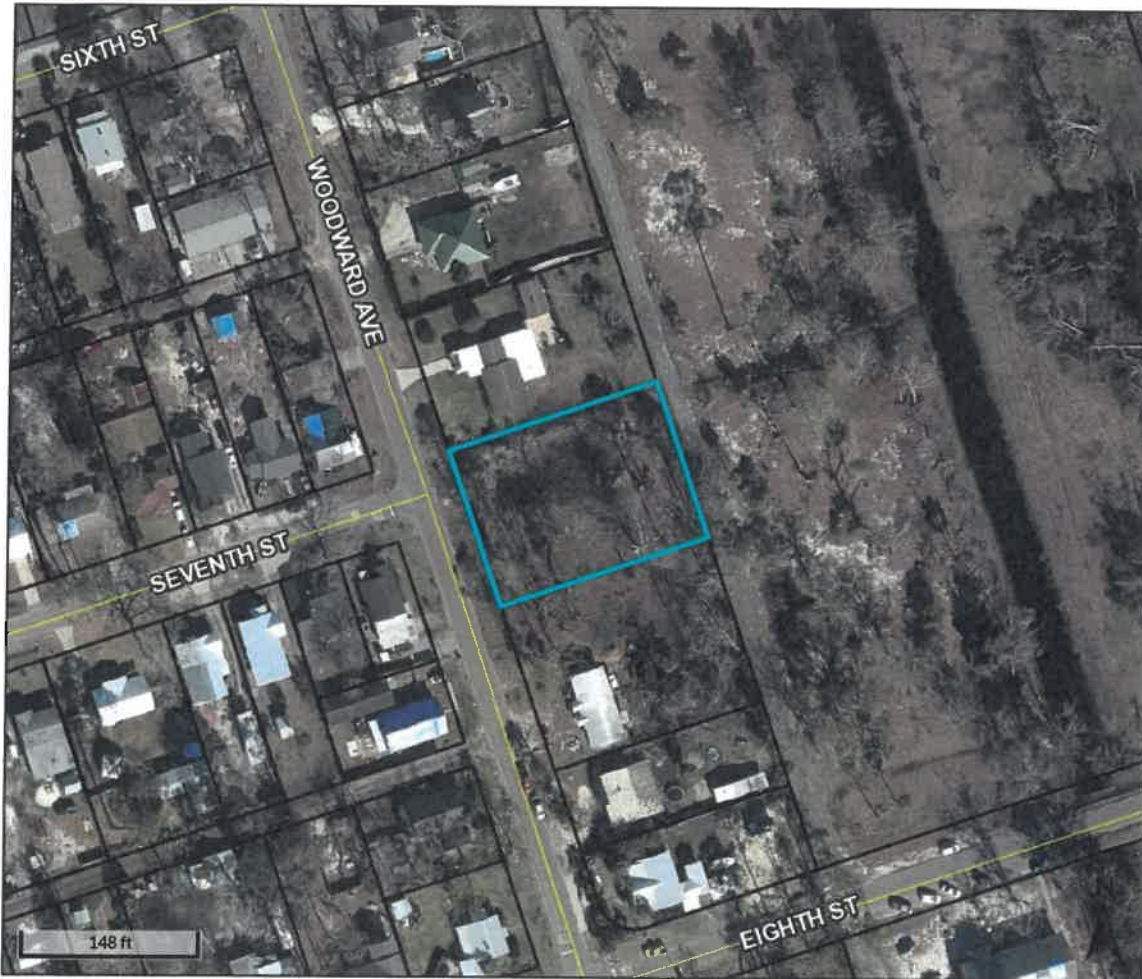
Rex Buzzett, Mayor

ATTEST:

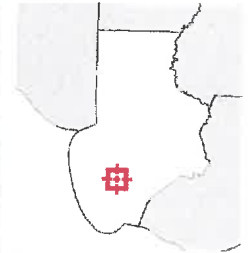
Charlotte M. Pierce, City Clerk

APPROVED AS TO FORM:

Clinton McCahill, Attorney



Overview



Legend

-  Parcels
- USA Major Highways**
-  Limited Access
-  Highway
-  Major Road
-  Local Road
-  Minor Road
-  Other Road
-  Ramp
-  Ferry
-  Pedestrian Way
-  Roads

Parcel ID	04908-000R	Alternate ID	04908000R	Owner Address	CITY OF PORT ST JOE
Sec/Twp/Rng	1-8S-11W	Class	MUNICIPAL		PO BOX 278
Property Address	WOODWARD AVE	Acres	0.562		PORT ST JOE, FL 32457
	PORT ST JOE				
District	5				
Brief Tax Description	CITY OF PORT ST JOE				
	(Note: Not to be used on legal documents)				

Date created: 1/8/2021
 Last Data Uploaded: 1/7/2021 5:56:33 PM

Developed by  **Schneider**
 GEOSPATIAL



Parcel Summary

Parcel ID 04908-000R
Location Address WOODWARD AVE
 PORT ST JOE 32456
Brief Tax Description* CITY OF PORT ST JOE LOT 7 & LOT 6 LESS N 8' TO SMITH MAP 50A BLK 38
**The Description above is not to be used on legal documents.*
Property Use Code MUNICIPAL (008089)
Sec/Twp/Rng 1-8S-11W
Tax District City of Port St Joe (District 5)
Millage Rate 16.9855
Acreage 0.562
Homestead N

[View Map](#)

Owner Information

Primary Owner
[City Of Port St Joe](#)
 PO Box 278
 Port St Joe, FL 32457

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
500002	ST JOSEPH ADDITION	2.00	LT	140	175

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values
Building Value	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0
Land Value	\$64,000	\$60,000	\$60,000
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$64,000	\$60,000	\$60,000
Assessed Value	\$64,000	\$60,000	\$60,000
Exempt Value	\$64,000	\$60,000	\$60,000
Taxable Value	\$0	\$0	\$0
Maximum Save Our Homes Portability	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Residential Buildings, Commercial Buildings, Extra Features, Sales, Sketches.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is NOT TO BE USED FOR FINANCING PURPOSES, INSURANCE PURPOSES, AND/OR ADDRESS VERIFICATION! If you need address verification contact the Emergency Management Addressing office at 850-229-9110.

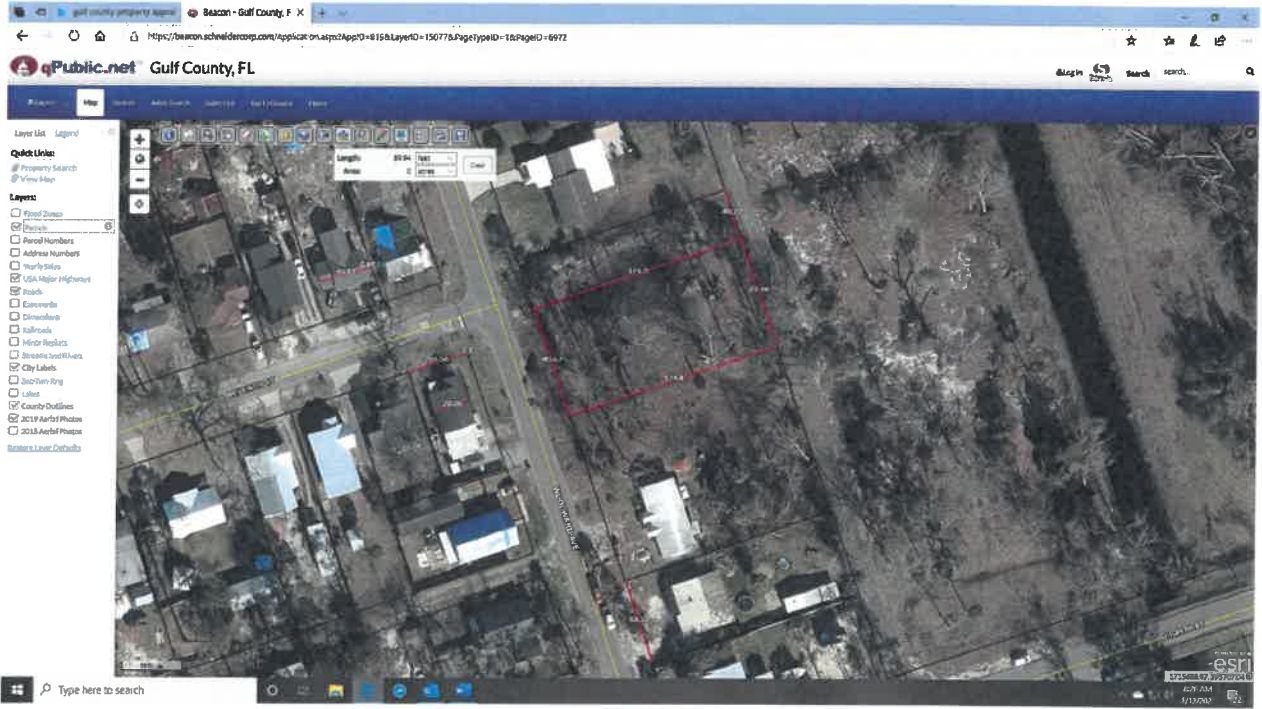


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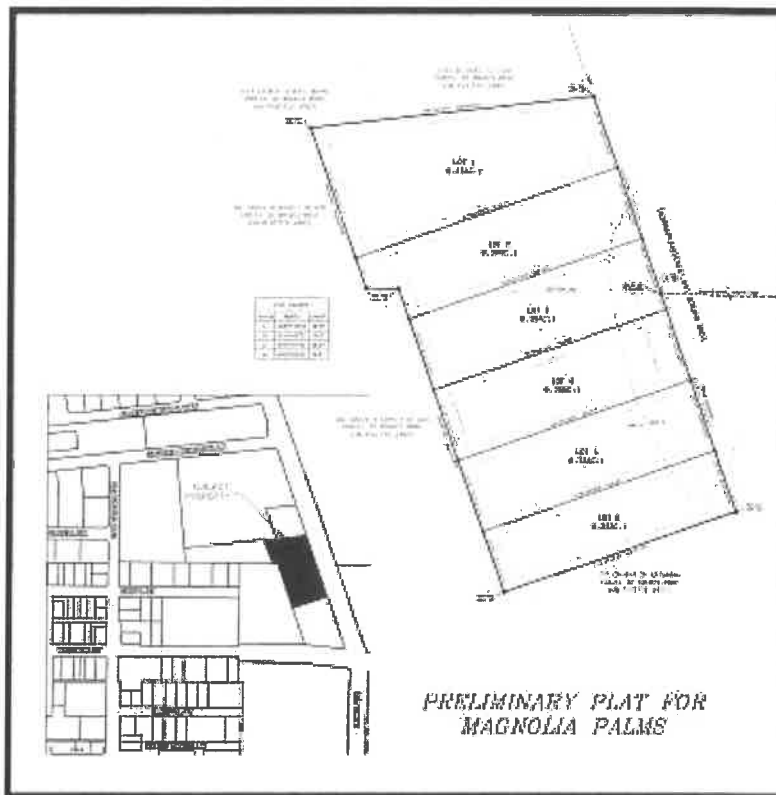
Jim – I think if we kept a 40' x 175' section for maintenance of the ditch that would be plenty and give the City a 90' x 175' lot to sell on Woodward and 7th Street.



PUBLIC NOTICE

Public Hearings will be held in the Planning, Development, & Review Board's Regular Meeting on, **Tuesday, January 5th, 2021, at 4:00 P.M. EST** and at the Regular City Commission Meeting on **Tuesday, January 19th, 2021, at 12:00 P.M. EST** at the Ward Ridge Building, 2775 Garrison Ave., Port St. Joe, FL 32456 to discuss and act on the following:

PRELIMINARY PLAT APPROVAL OF MAGNOLIA PALMS SUBDIVIDING A PORTION OF PARCELS 06067-000R & 06077-000R TO 6 LOTS ON LONG AVENUE



Interested persons may attend and be heard at the public hearings or provide comments in writing to the Planning and Development Review Board, City of Port St. Joe City Hall, 305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32456. Transactions of the public hearings will not be recorded. Persons wishing to appeal any decision made during the hearings will need a record of the proceeding and should ensure a verbatim record is made, including the testimony on which the appeal is based.

In accordance with the Americans with Disabilities Act, persons wishing to attend needing assistance and special accommodations to participate in these proceedings should contact Charlotte Pierce, City Clerk, at City Hall, (850)229-8261. 25

CITY OF Port St Joe PLANNING DEPARTMENT
Development Order Application Packet

INCOMPLETE SUBMITTALS WILL NOT BE REVIEMD
 (The Building Department requires separate forms and fees to obtain building permits)
NOTE: THE ADDRESS OF THE PROPERTY MUST BE POSTED PRIOR TO SUBMITTAL.

1. X Two complete sets of plans, drawn to scale.

Including: A site plan with square feet of living, total square feet, impervious surface, and setbacks.

****Setbacks are measured from the closest overhang to property line****

A site plan showing any protected trees which will be removed from the property. (Protected trees are any trees other than pine larger than 8" in diameter measured 54" from the base of the tree).

Floor plan, indicating all bearing walls, fixtures and exterior hose bibs.

2. X Development Order and/or Requirements

3. N/A New address application

4. N/A Complete City water meter impact form

5. N/A Complete driveway permit application

[Signature] (850) 340-1270
 Applicant Telephone Number
06077-000R and 06067-000R 12/14/2020
 Project Address Date

(Do not write below this line)

Elevation _____	Land Use District _____	Flood Zone _____	Total Square Feet _____
Connection fees _____	Set Meter fee _____	Account Deposit fee _____	C.A. fee _____
Driveway Permit fee _____	Total Impact fees _____	Water _____	Check _____
Second Check _____			
Reviewed by _____	Date _____		

Project Address: 06077-000R and 06067-000R

Setbacks in feet for accessory uses (including pools and sheds).

From Rear Property Line: N/A From Primary Structure: N/A

- Are trees to be removed from the said property?
(If yes, attach a tree location map) Y N
- Is a Conservation Easement required? (For DEP jurisdictional lands) Y N
- Are there any yard encroachments? Y N

- Are any of the following located on the said property?
 - Protected habitat Y N
 - Archaeological site Y N
 - Historical site Y N
 - Wetlands Y N
 - Protected species Y N
 - Conservation site Y N
 - Flood zone classification other than X-(Other will require elevation certificate) Y N

- Which of the following will be placed, conducted or located in this property:
 - Waterwells Y N
 - Radio, Television antenna or satellite dish Y N
 - Home business Y N
 - Swimming Pool Y N

I have answered the above questions truthfully and to the best of my knowledge.


Applicant's Signature

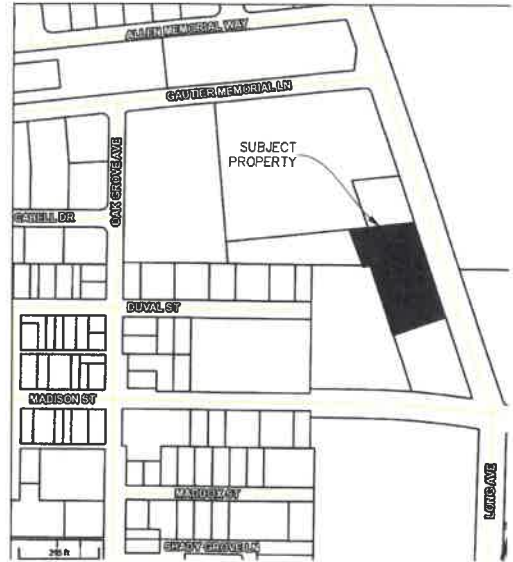
12/14/2020
Date

PRELIMINARY PLAT FOR MAGNOLIA PALMS

NOTES:

- No improvements were located in this survey other than those shown hereon.
- No underground encroachments, utilities or foundations were located in this survey.
- All measurements shown hereon are Standard U.S. Survey Feet, and decimals thereof.
- As noted from Flood Insurance Rate Map for Gulf County, Florida, Community-Parcel Number 12045C 0344 G; Date of Firm Index: April 16, 2009, This Property is located in Zone "X" & "A".
- The use of this survey is limited to the specific transaction shown hereon.
- Subject to zoning setbacks, easements and restrictions of record.
- Adjoining deeds of record were not provided to this firm.

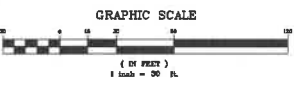
Commence at the Southeast corner of Section 12, also being the Northeast corner of Section 13, Township 8 South, Range 11 West, Gulf County, Florida; thence run North 88 degrees 56 minutes 00 seconds West 1503.10 feet to a St. Joe Paper Company concrete monument lying on the Westerly right of way line of a 60' wide right of way known as Long Avenue, said point being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING run along said Westerly right of way line South 19 degrees 14 minutes 00 seconds East 187.27 feet to a 6x6 St. Joe Paper Company concrete monument; thence leaving said Westerly right of way line run South 70 degrees 44 minutes 09 seconds West 199.94 feet to a 6x6 St. Joe Paper Company concrete monument; thence run North 19 degrees 15 minutes 01 seconds West 261.29 feet to a 6x6 St. Joe Paper Company concrete monument; thence run North 88 degrees 57 minutes 25 seconds West 26.08 feet to a 6x6 St. Joe Paper Company concrete monument; thence run North 19 degrees 12 minutes 00 seconds West 138.10 feet to a 6x6 St. Joe Paper Company concrete monument; thence run North 83 degrees 36 minutes 07 seconds East 229.89 feet to a 6x6 St. Joe Paper Company concrete monument lying on the Westerly right of way line of said Long Avenue; thence run along said Westerly right of way line run South 19 degrees 17 minutes 09 seconds East 169.98 feet to the POINT OF BEGINNING. Containing 1.82 acres more or less.



LEGEND

- FND - FOUND
- RB - RE-BAR
- ORB - OFFICIAL RECORDS BOOK
- CM - CONCRETE MONUMENT
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- SRB - SET 5/8" RE-BAR (#475)
- SNL - SET NAIL & CAP (#475)
- FEE - FINISHED FLOOR ELEVATION
- EL - ELEVATION
- TBM - TEMPORARY BENCHMARK
- D - DEED
- M - MEASURED
- P - RECORDED PLAT
- R/W - RIGHT OF WAY
- RAJ - RADIUS
- DEL - DELTA OR INCLUDED ANGLE
- CL - CHORD LENGTH
- CB - CHORD BEARING
- AL - ARC LENGTH
- RC - ROD AND CAP
- IP - IRON PIPE
- PC - POINT OF CURVATURE
- CL - CENTER LINE
- C - CALCULATED
- N/C - NAIL AND CAP
- INV - INVERT ELEVATION
- TV - CABLE TELEVISION BOX
- SJPC - ST. JOE PAPER COMPANY
- OHE - OVERHEAD ELECTRIC LINE
- CCCL - COASTAL CONSTRUCTION CONTROL LINE
- SCM - SET 4x4 CONCRETE MONUMENT (#475)
- T - TOWNSHIP
- R - RANGE
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- CP - CALCULATED POINT
- RI - ROUND
- PI - POINT OF INTERSECTION
- POT - POINT OF TERMINUS
- CP - POWER POLE
- SRB - SET 5/8" #475
- FND - FOUND CONCRETE MONUMENT
- SP - SERVICE POLE
- FND - FOUND MONUMENTATION
- E - EDGE OF PAVEMENT
- L - LIGHT POLE
- CT - CURVE TAG (SEE CURVE TABLE)
- LT - LINE TAG (SEE LINE TABLE)
- ID - IDENTIFICATION
- FH - FIRE HYDRANT
- W - WATER VALVE
- FB - PHONE BOX
- WM - WATER METER
- EB - ELECTRIC BOX
- SO - STUB OUT
- RCP - REINFORCED CONCRETE PIPE
- PVC - POLYVINYL CHLORIDE PIPE
- CMP - CORRUGATED METAL PIPE
- MHWL - MEAN HIGH WATER LINE
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- FDEP - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- ER - EDGE OF ROAD
- TYP - TYPICAL
- BND - BOUNDARY
- NOT - NOT TO SCALE
- PFZ - PRELIMINARY FLOOD ZONE
- CSL - 1975 COASTAL SETBACK LINE
- PP - POWER POLE
- SNL - SEASONAL HIGH WATER LINE
- GFL - GENERAL FERMAT LINE

Line #	Bearing	Length
L1	N89°12'25"W	28.00'
L2	S81°41'00"E	13.62'
L3	N81°51'01"W	28.04'
L4	N81°23'07"W	28.91'



EDWIN BROWN & ASSOCIATES
SURVEYORS * MAPPERS
(850) 926-3016 888-433-4436 FAX (850) 926-8100
P.O. Box 825 2813 Crawfordville Hwy. Crawfordville, FL 32328

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

WADE G. BROWN
Surveyor & Mapper
Florida Certificate No. 5659
(LB# 6475)



THIS SURVEY IS CERTIFIED TO:
PREFERRED COASTAL PROPERTIES

THIS SURVEY WAS PREPARED FOR THE SOLE BENEFIT OF THE ABOVE CERTIFIED ENTITIES AND/OR INDIVIDUALS AND IS INTENDED TO BE USED FOR THE CURRENT TRANSACTION ONLY. INDIVIDUALS OR ENTITIES WHICH ARE NOT SPECIFICALLY LISTED ABOVE ARE NOT ENTITLED TO RELY UPON THIS BOUNDARY SURVEY FOR ANY PURPOSE. FURTHERMORE, THIS SURVEYOR IS NOT OBLIGATED TO AND WILL NOT SUPPORT THIS BOUNDARY SURVEY TO ANY INDIVIDUAL OR ENTITY WHICH IS NOT SPECIFICALLY LISTED ABOVE.

PLAT OF BOUNDARY SURVEY PREPARED FOR:
PREFERRED COASTAL PROPERTIES
PREPARED BY:
EDWIN G. BROWN AND ASSOCIATES, INC.
2813 CRAWFORDVILLE HWY. P.O. BOX 825 CRAWFORDVILLE, FL 32328 (850)926-3016

BOOK/PAGE	COUNTY: GULF	DRAWN BY: AA	REVIEWED BY: WGB
BOOK/PAGE	SECTION: 12 & 13	SCALE: 1" = 30'	CHECKED BY: WGB
BOOK/PAGE	TOWNSHIP: 8-SOUTH	SURVEY DATE: MAY 10, 2017	
SHEET: 1 OF 1	RANGE: 11-WEST	JOB NUMBER	PG#
		17-069	42656

SERVICES AGREEMENT FOR THE CITY OF PORT ST. JOE

THIS AGREEMENT is entered into this 19th Day of January, 2018, by and between CITY OF PORT ST. JOE, a political subdivision of the State of Florida, (referred to as The CITY herein), and STANTEC CONSULTING SERVICES INC. (referred to as CONTRACTOR herein), for the purposes herein expressed.

WHEREAS, The City desires to utilize the services of an independent contractor for the purposes of providing planning services on a yearly basis based on approved task orders:

(referred to herein as "The Services"; and

WHEREAS, CONTRACTOR has the licensure, training, experience, and qualifications necessary to provide such services;

NOW, THEREFORE, in consideration of the recitals above and mutual agreements and covenants set forth below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, The City and CONTRACTOR agree as follows:

1. Obligation of CONTRACTOR. CONTRACTOR will follow all of The City's lawful policies regarding the administration of CONTRACTOR's services hereunder; provided, however, that the CONTRACTOR shall be the sole arbiter of the manner and means by which those services are provided. For all purposes under this Agreement and otherwise, CONTRACTOR shall be deemed an independent contractor and not an employee of The City. CONTRACTOR will be required to and shall properly perform the Services and the product thereof shall be delivered in Port St. Joe, Florida.

The Scope of Services and Deliverables shall be included in each approved Task Order:

2. Term. This agreement shall be effective January 19th, 2018 for (1) year. The services contract may be extended on a yearly basis with City approval.

3. Compensation of CONTRACTOR. As compensation for the services to be performed pursuant to this Agreement, The City shall pay CONTRACTOR as set forth above.

4. Termination. The City shall be entitled to terminate the Agreement with or without cause, in the event that funding for the services/products set forth in the Agreement is withdrawn by the City in the exercise of its governmental discretion. The City shall provide notice to CONTRACTOR in the event the City fails to appropriate funds, and in such event CONTRACTOR's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any. The termination shall be effective as stated in a termination notice given by the City with at least thirty (30) calendar days notice. In the event of such termination, the City shall pay for the services/products provided through the effective

date of termination, but shall owe no additional compensation or damages of any kind. CONTRACTOR waives any claim for any other amounts or any damages. The City may also terminate this agreement upon the giving of five (5) business days' written notice of breach of the Agreement by CONTRACTOR and CONTRACTOR's failure to cure the breach within such five (5) business days. In addition, without limiting the foregoing, any misrepresentation or failure by CONTRACTOR to disclose a material fact, including (but not limited to) CONTRACTOR's licensure, equipment, manpower, and financial resources and financial ability status, whether before or after the date of this Agreement, shall, at the City's option, be grounds for the immediate termination of this Agreement. CONTRACTOR hereby represents that to the best of its knowledge, there are no financial, legal, or other conditions or matters which would interfere with its ability to fully perform all of its obligations under this Agreement for the full term of this Agreement. CONTRACTOR may terminate this agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this agreement. Non-payment of CONTRACTOR's invoices will be considered a material breach of this agreement.

5. Conditions of bid and procurement. All services/products will be provided in accordance with the specifications and bid items set forth in procurement process (all of the terms and conditions of which are incorporated herein by reference). CONTRACTOR hereby agrees to provide such services/products in accordance with all applicable law and regulation, including (but not limited to) all regulations and restrictions imposed by the City.

6. Independent Contractor. For all purposes under this Agreement and otherwise, CONTRACTOR and CONTRACTOR's employees shall be deemed independent contractors and not employees of the City. The City will not withhold or pay any state or federal income tax (either any employer's or employee's portion), social security tax, Medicare/Medicaid tax or assessment, group or individual medical, dental and life insurance coverage, sick pay, vacation pay, personal leave, unemployment compensation (or insurance for such), or workers compensation (or insurance for such) for CONTRACTOR or for any of CONTRACTOR's employees. CONTRACTOR and CONTRACTOR's employees waive absolutely any right of recovery against the City or its officers, employees, or insurers for any of the above-mentioned benefits or for any other matter, other than compensation due to CONTRACTOR as set forth in this agreement.

7. No assignment. CONTRACTOR shall not be entitled to and shall not assign or subcontract any of the CONTRACTOR's duties or obligations hereunder or the services/products, and any such assignment or subcontract shall be void as against the City. Any attempted assignment or subcontracting in violation of this provision shall give the City the right to terminate this Agreement immediately, upon written notice to CONTRACTOR.

8. Notice to City. Any notice to the City shall be deemed made on the day personally delivered in writing (by hand delivery, fax, or email) or five business days after mailing by certified or registered mail, postage prepaid, to the City Manager at 305 Cecil Costin Sr. Blvd., Port St. Joe,

FL 32456; with a copy to Clinton McCahill, City Attorney, 260 Marina Drive Ste. A, Port St. Joe, FL 32456, email to mcchillaw@fairpoint.net.

9. **No Implied Waiver or Amendment.** The City shall not be deemed to have waived the enforcement or breach of any provision the Agreement, whether or not recurring, unless such waiver is approved by the governing body of the City in open, public session. Any amendment to the Agreement will be effective only if in writing and signed by the Mayor of the Board of City Commissioners after approval in an open, public meeting and by the CONTRACTOR.

10. **Severability.** The invalidity or unenforceability of any provisions of the Agreement will not affect the validity or enforceability of any other provision.

11. **Interpretation.** The defined terms and paragraph titles used herein are for convenience only and do not limit the contents of this Agreement. When applicable, the use of the singular form of any word shall mean or apply to the plural, and the masculine or neuter gender as the case may be.

12. **Indemnification by CONTRACTOR.** CONTRACTOR agrees to indemnify the City (and the City commissioners, officers, employees, and attorneys) and hold all of them harmless (but not defend) from and against and pay the reasonable cost of defense of any and all of them against any and all damages, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, repair work, and all costs and expenses incurred (including but not limited to reasonable attorneys' fees, paralegal charges and expenses), directly related to CONTRACTOR's negligent performance of CONTRACTOR's services/products under this agreement. The scope of this indemnification shall include, but not be limited to, any and all claims of CONTRACTOR (except those arising out of a breach of this agreement by the City) or of any other person, firm or corporation. The City remains responsible to the extent of and subject to the limitations provided by Florida law for the acts and omissions of its employees and agents. Nothing in the Agreement shall be deemed a waiver of the City's rights or immunities under Fla. Stat. Section 768.28.

13. **CONTRACTOR's Insurance.** CONTRACTOR agrees to maintain in full force and effect public and professional liability insurance in the minimum amount of \$1,000,000 during the term of this agreement or any extension hereof, and to furnish copies of each certificate of insurance to the City at any time on request by the County.

14. **No Other Promises.** The Agreement, consisting of the Agreement and this addendum and all contract and bid documents, is the entire agreement of the parties with respect to the subject matter hereof. There are no promises, representations or warranties, other than those set forth expressly herein. This agreement is not intended to and shall not be construed to effect any waiver

of any immunity accruing under law to the City, or to create any rights or benefits in favor of any other person, firm or corporation or any other third party beneficiary. No duty or obligation imposed hereunder shall be deemed to run in favor or for the benefit of any person, firm or corporation, other than the parties hereto.

15. PUBLIC RECORDS: CONTRACTOR shall comply with the Florida Public Records laws. Any questions regarding the applicability of the Public Records Act, Chapter 119, Florida Statutes, to the CONTRACTOR's services/products should be directed to the City Clerk. In particular, the CONTRACTOR shall, unless waived in writing by the City:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
- d. Upon completion of performance under the Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
- e. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of the Agreement and such right shall extend for a period of three (3) years after any termination of the Agreement.

16. Choice of Laws; Forum Selection. The Agreement shall be governed in all regards by Florida law, without regard to conflicts or choice of laws principles. Any action, claim, counter-

claim, or third party complaint brought by CONTRACTOR or the City with respect to, related to, or arising in any way out of the Agreement or the services/products provided shall be brought exclusively in state court in Gulf County, Florida. The CONTRACTOR agrees to submit to the jurisdiction of such court over the CONTRACTOR for any such action or claim.

17. Miscellaneous. PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

18. Limit of liability. The total amount of all claims the City may have against CONTRACTOR under this agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$100,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against CONTRACTOR and not against any of CONTRACTOR's employees, officers or directors.

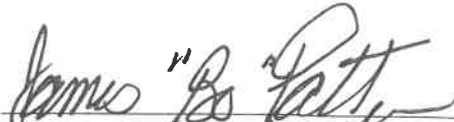
Neither the City nor CONTRACTOR shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

Executed effective the date first stated above.

Stantec Consulting Services, Inc.,
Contractor

City of Port St. Joe, Florida
By:

By its Authorized Officer


James "Bo" Patterson, Mayor





January 6, 2021
Page 1 of 2

Reference: City of Port St. Joe Annexation and Large Scale Map Amendment for City Owned Property

EXHIBIT A SCOPE OF WORK

1. OVERVIEW

1.1 The City of Port St. Joe (Client) requests Stantec to; prepare an annexation package, large-scale map amendment to the Future Land Use Element of the Comprehensive Plan and to prepare a rezoning amendment to the City's Land Development Regulations and official Zoning map for City Owned Parcels (Parcel ID No. 03017-005R (56.65 Acres) and Parcel ID No. 03013-001R (17.53 Acres)).

2. SCOPE OF SERVICES

2.1 Planning Services

2.1.1 Prepare annexation materials and application.

2.1.2 Prepare Large Scale Future Land Use Map Amendment application.

2.1.3 Prepare a complete Comprehensive Plan Amendment package for transmittal to the Florida Department of Economic Opportunity in accordance with the requirements established by requirements set forth in Chapter 163, Florida Statutes.

2.1.4 Prepare any necessary narratives and data and analysis to support the comprehensive plan amendment package.

2.1.5 Prepare any necessary responses to comments issued by the Florida Department of Economic Opportunity based on their review and comments received from the other State agencies reviews regarding the proposed Comprehensive Plan Amendment package.

2.1.6 Prepare a rezoning amendment to the City's Land Development Regulations and official Zoning map.

2.2 Project Coordination and Meetings

2.2.1 Stantec will attend and coordinate meetings with the City of St. Joe.

Reference: City of Port St. Joe Annexation and Large Scale Map Amendment for City Owned Property

3. GENERAL CONDITIONS AND UNDERSTANDINGS

3.1.1 The City of Port St. Joe will provide GIS mapping for the Future Land Use Map amendment and Zoning amendment.

4. FEE AND SCHEDULE FOR SCOPE OF SERVICES

The Consultant proposes to provide the above Scope of Services on a Fixed Fee basis.

Fee and Schedule		
Task	Schedule	Fee Amount
2.1., 2.2 and 2.3	5 Months (January through May 2021)	\$6,700.00
Total Professional Fees		\$6,700.00



Stantec Consulting Services Inc.
 2316 Killearn Center Blvd.
 Suite 102
 Tallahassee, FL 32309
 Telephone: 850-878-5001

**TASK ORDER AND
 NOTICE TO PROCEED**

TASK ORDER NO: 3

DATE: January 6, 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PORT ST. JOE AND STANTEC CONSULTING SERVICES INC. (SCSI) RELATING TO PROFESSIONAL PLANNING SERVICES FOR THE CITY OF PORT ST. JOE PLANNING SERVICES TASK, dated January 19, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Stantec Consulting Services Inc. agrees to perform the specific tasks set forth upon incorporated **Attachment A**, Scope of Services.

2. Planning Consultants total compensation for the services to be provided by it under this Task Order shall be determined by one of the following methods as mutually agreed upon by both parties and as further defined in **Attachment A (City of Port St. Joe Annexation and Large Scale Map Amendment for City Owned Property)**. Consultant's compensation shall be paid in monthly installments as specified in the Agreement.

Consultant's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ 6,700.00, or

Consultant's total compensation, including reimbursable expenses, if any, is established in a stipulated sum of \$ _____, plus the specified allowances listed below which hereafter may be authorized in writing by City Manager or his designee,

allowance of \$ _____ for _____, and
 allowance of \$ _____ for _____, and
 allowance of \$ _____ for _____, or

Consultant's total compensation, including reimbursable expenses, if any, will be established by a fee determined on a time-involved basis with a maximum cost of \$xxxxx

3. Work shall begin on January 15, 2021 and shall be substantially completed by May 15, 2021. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement. The schedule for the services required hereunder is set forth in **Attachment A** attached hereto and incorporated herein.

Upon execution of this Task Order by both CONSULTANT and CITY OF PORT ST. JOE is directed to proceed.



January 6, 2021
Page 2 of 2

Reference: City of Port St. Joe Annexation and Large Scale Map Amendment for City Owned Property

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

City of Port St. Joe

Stantec Consulting Services Inc.

Rex Buzzett, Mayor

Raymond Greer, Project Manager

Date: _____

Date: January 6, 2021

Current City Projects 1/19/21

- 6th and 7th Street Drainage- Complete
- The Reserve Water/Sewer Extension- Complete
- STAC House Playground Equipment- Complete
- City Pier- Under Construction
- 7th & 8th Street Drainage- Scheduled
- Allen Memorial Drainage- Cleaning Complete
- Washington Gym Bathroom- Legislative Funding Request
- Keepers' Quarter (Eglin)- Under Construction
- Garrison Ave. Patches- 10 Current Patches to be replaced and 11 Point Repairs will need to be made
- CDBG Sewer Phase III- Under Construction
- Garrison Ave. SCOP Paving Phase II- Complete
- Tennis Court Lighting- Working on Quotes
- Tennis Court Re-surfacing-Bids on the 1/19/21 Agenda
- Pickle Ball Court Re-Surfacing- Bids on the 1/19/21 Agenda
- Walking Bridges- Being Fabricated
- Bridge Foundations- Scheduled to begin mid-January
- Boat Ramp Pay Machine- 1/19/21 Agenda
- 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- Bid Awarded
- City Hall/ PD Roof Sealant- Complete
- Beaches Water Meter Replacement- Re-Scheduled to begin on 1/19
- Tree/Stump removal from Parks- Ongoing
- Grinder Station Bids- Awarded 12/15
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- NRCS Grant/Ditch Cleaning- Working on the bid documents

- 1st 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- Complete
- 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- Complete
- Welcome Sign Lighting- Complete
- Hwy 98 & 3rd 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- Bid Awarded
- City Hall Complex- Looking for funding Options
- Washington Gym Complex- Outdoor Grill Pavilion- Working on Quotes



Southern Sewer Equipment Sales

772-595-6940 • 800-782-4134 • FAX 772-595-9171

www.southernsewer.com

Mr. John Grantland
City of Port St. Joe
1002 10th Street
Port St. Joe, FL 32457
Via email: jgrantland@psj.fl.gov

January 7, 2021

Dear Mr. Grantland,

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of Port St. Joe to purchase a new Vac-Con VecJet trailer from the Florida Sheriff's Contract Number FSA20-EQU18.0, Specification #362.

The base model on Specification #362 includes the following items:

Vac-Con VecJet Model VJ750

65 HP Diesel Engine
Engine Enclosure
Engine Water Cooled
16 Gallon Fuel Tank
4,000 PSI @ 18 GPM Water Pump - Triplex
750 Gallon Water Tank – High Density Polyethylene
Hose Reel Capacity 800'
500' of 1/2" Hose
Pressure Relief Valve
Key Switch
Electric Throttle
Tachometer, Hour Meter, Oil, Volts
Low Oil /High Temperature Shutdown
Hydraulic Hose Reel Feed & Retract
Hydraulic Pump 8 GPM
Hydraulic Tank 16 Gallon, Spin on Filter
Manual Hose Reel Swivel
Adjustable Water Flow Rate Valve
Water Tank Fill Level Gauge
Low Water Shut Down
Strobe Light & Aux 12V plug-in
Water Recirculation
Overhead Fill Pipe & 25' Hose
Anti-siphon
Air Gap
Air Purge Winterization
Tool Box

Main Office Fort Pierce:
3409 Industrial 27th Street
Fort Pierce, FL 34946

Orlando Service:
10575 General Drive
Orlando, FL 32824

Miami Service:
8200 N.W. 58th Street
Doral, FL 33166

Work Lights
 1 15 Degree Nozzle
 1 35 Degree Nozzle
 1 Chisel Nozzle
 1 Grenade Type Flushing Nozzle
 1 Rotator Nozzle
 Finned Nozzle Extension
 Tiger tail & 10' Leader hose
 2-5/16" Ball Hitch
 2 - 7,000 lb. Axles
 LED Arrow Stick
 50' of 3/8" Auxiliary Hose, Reel & Gun
 100' x 1/4" Hose, Reel, Nozzle
 Water Baffles
 Tongue Jack, Reflective Striping
 DOT Approved Light Package
 Breakaway Switch
 Tire Size ST 235/80R16
 Frame Construction 4" x 2" x 1/4" Tubing

Base Bid Price: \$66,343.00

Published Options:

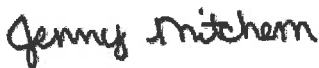
Hose Footage Counter \$813.00

TOTAL PRICE FOR VECJET TRAILER: \$67,156.00

Final Model After Options: VJ750

We appreciate the opportunity to provide this equipment to The City of Port St. Joe. Please feel free to contact Mike Wood at (800) 782-4134, if we may be of any further assistance.

Sincerely,



Jenny Mitchem
Office Manager



Mr. Jim Anderson
City Manager
The City of Port St. Joe
PO Box 278
Port St. Joe, Florida 32456

January 14, 2021

Dear Mr. Anderson,

The Ferguson Group, LLC (TFG) welcomes the opportunity to provide the City of Port St. Joe, Florida with this letter of agreement, which provides the objectives and terms of TFG's Grant Services for the City in 2021.

Proposed Scope of Work

TFG will provide Tier 1 Grant Retainer Services to the City of Port St. Joe. Services include:

- A dedicated grants expert
- Weekly grants updates and alerts
- Access to TFG's library of Funding Guides and Grant Profiles
- Access to TFG's Successful Grant Application Database
- Preparing five (5) custom, project-specific grant research and funding strategies
- In addition to the Tier 1 services outlined above, for an additional fee, TFG will prepare one USDA Community Facilities application to support the construction of a new city hall. Applications are accepted on a rolling basis with quarterly reviews.

See attached Overview of Grant Services for additional details on the services provided.

Terms of Agreement

Monthly Retainer

TFG will be compensated through a monthly retainer of \$1,000 for Tier 1 Services rendered during 2021 commencing January 13, 2021 and extending through December 31, 2021. Either the City of Port St. Joe or TFG may terminate this agreement at any time by giving the other party at least thirty (30) days' notice, in writing, of such termination.

Community Facilities Grant Writing Fee

TFG will be compensated a fee of \$8,075 (Level 2) for preparing and submitting a USDA Community Facilities application. Upon execution of the Letter of Agreement, the City agrees to pay TFG one-half of the fee (or \$4,037.50), and upon completion of the application, the remaining \$4,037.50 will be due.

Additional Services

TFG's Grant Retainer model is structured to allow for changes to be made throughout our partnership. As a retainer client, The City of Port St. Joe can engage with TFG either at an hourly rate or a lump sum fee for additional services requested beyond the Tier 1 Scope of Work. Add-on services the City of Port St. Joe may request include grant writing for stormwater pipe replacement under the sports complex and/or sidewalk replacement on Monument Avenue. TFG add-on services also include grant advocacy, grant editing and review, and grant training. Should the City of Port St. Joe determine a different Tier of services is preferential, TFG will work with City staff to amend the agreement and ensure all needs are being met. Additional fees in this regard will be based on the pricing included in the attached TFG Grants Overview document. TFG will provide a cost proposal for all additional services that is tailored to the City's needs.

If the assistance of TFG's professional advocacy staff is required, outside the scope of grant services, standard hourly fees for such services shall apply and such services will be clearly delineated in the cost estimate for each project.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically, if a client prefers an on-site meeting, pre-approved travel-related expenses will be billed to the City.

We are grateful for the opportunity to partner with the City of Port St. Joe, and we look forward to a productive relationship. If the terms of this letter of agreement are acceptable, please sign and return one copy to us at your earliest convenience.

Sincerely,



W. Roger Gwinn
CEO



ACKNOWLEDGED AND AGREED TO BY:

The Ferguson Group, LLC
W. Roger Gwinn, CEO

City of Port St. Joe, IL
Jim Anderson, City Manager

1/14/2021

Date

Date

TFG Grants



TFG Grants Overview

For over 38 years, TFG has led the way in the federal, state, and private grant space. We offer a full suite of grant support services, providing our clients a competitive advantage in securing highly sought-after grant dollars. We specialize in representing public and private entities who share our passion for building strong and vibrant communities. Competitive grants and loans provide cities, counties, special districts, and other public agencies, as well as institutions of higher learning, hospitals, and non-profit organizations, with the opportunity to substantially enhance local resources. Since 2010, TFG has helped our clients secure nearly \$1.5 billion in competitive federal, state, and foundation funding. And since 2014, TFG has had a nearly 70%-win rate for grants and loans prepared for our clients.

TFG Grant Services for the City of Port St. Joe

Services marked with an orange checkmark are included in the Tier 1 retainer pricing for The City of Port St. Joe. All other services described can be obtained as add-on services at a discounted hourly rate or lump sum fee listed at the end of this document.

✓ **Dedicated Grants Expert/Team**

The City of Port St. Joe has been assigned a dedicated grants expert to serve as a liaison to its staff. This expert will help navigate the complex grant world to ensure the most efficient and effective use of staff time when pursuing grants.

✓ **Grants Alerts and Weekly Grants Updates**

The City of Port St. Joe will receive customized alerts for relevant grant opportunities, as they are solicited. For high priority grants or those with a short turnaround, TFG will attempt to notify the City of opportunities prior to solicitation. Additionally, each Friday, The City of Port St. Joe will receive TFG's Weekly Grants Update that provides a recap of grant solicitations that were published that week to ensure you do not miss any funding opportunities.

✓ **Database of Successful Grant Applications**

The City of Port St. Joe will have access to TFG's database of over 600 successful grant applications from a variety of programs to help inspire and guide the preparation of your successful grant submissions.

✓ **Library of Grant Funding Guides and Grant Profiles**

The City of Port St. Joe will have access to TFG's Library of Grant Funding Guides. Each Funding Guide provides an overview of popular grant programs and relevant information such funding level, match requirements, eligible applicants, and use of funds in a specific issue area. Our library includes guides covering a wide array of topics such as:

- Law Enforcement
- Mental Health and Substance Abuse
- Habitat Conservation
- Homelessness
- Fire Departments
- Parks and Recreation
- Broadband
- Libraries and Museums
- Water and Wastewater
- Transportation
- Economic and Community Development
- Rural Communities
- Opioid Abuse
- Coronavirus and COVID-19
- Clean Energy and Technology
- Smart Vehicles

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. We present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects it has funded in the past.

✓ **Custom Project Specific Grant Research and Funding Strategy**

TFG will directly work with The City of Port St. Joe to conduct project specific grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support your project. We will provide you with relevant grant information, as well as recommendations on funding opportunities to target, that is specifically tailored to your project and your community. Our grants research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future, helping you to stay "ahead of the game" and be prepared.

Needs Assessments and Strategic Grant Outlook

TFG will meet with The City of Port St. Joe staff to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings can either be conducted virtually or, if you prefer, in-person. Based on our team's knowledge and experience, we will closely identify, forecast, and monitor relevant funding opportunities that meet your specific needs. The Strategic Grant Outlook will allow staff to know what is on the horizon and be prepared when a notice of funding availability is announced.

Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. The City of Port St. Joe has the option to access TFG's experienced grant writers to take the City's grant project idea from the start of the application to submission. From filling out federal forms to crafting a persuasive and compelling grant narrative and corresponding budgets, TFG will ensure that the City will have submitted a complete and competitive application on time.



Grant Editing and Review

The City of Port St. Joe can access TFG experts to edit and review City written grant proposals to improve chances of securing funding. TFG staff will expertly review your application against the funder's requirements, suggest content edits, and provide recommendations on how to improve your narrative before you submit.

Grant Debriefs

Grant debriefs are important, especially if it turns out that your application didn't get funded. TFG staff will help guide you through the grant debrief process and set up consultation with the funding agency to put your next applications in the best position to effectively compete in future solicitations.

Grants Advocacy

TFG helps secure congressional support, including support letters, and backing from strategic partners, to bolster grant applications. Federal grants are highly competitive and, more often than not, broad support for a project application can make the difference between a winning application and a highly ranked application that does not make the final list of awardees.

Grants Training

Our grants training is focused on building capacity, helping position the City for success in the often-complex grant process. TFG can train your staff on grant application processes and help improve the quality of grant proposals. We can provide training on a one-one-basis or through larger workshops dependent on your needs. TFG also has established partnerships with other grant training professionals that specialize in post-award management who can be accessed to support grant management training needs.

Grant Pricing for the City of Port St. Joe

TFG's Grant Services Retainer offers The City of Port St. Joe the flexibility in the level of service you would like to receive. The table below outlines the services TFG can provide to the City on a monthly basis. As a retainer client, the City will have at its disposal TFG's diverse complement of staff experts without any worry about getting unexpected bills.

Based on our understanding of the City's needs, TFG proposes Tier 1 retainer service with the option of discounted grant writing add-on services. Should the City of Port St. Joe need a different combination of services, TFG will work with the City to amend the retainer and create one that best fits your needs.

	Tier 1 (\$1,000/month)	Tier 2 (\$2,000/month)	Tier 3 (\$5,000/month)
Dedicated Grants Expert/Team	✓	✓	✓
Weekly Grants Update and Alerts	✓	✓	✓
Library of Funding Guides and Grant Profiles	Unlimited	Unlimited	Unlimited
Access to Successful Grant Application Database	✓	✓	✓
Custom Project Specific Grant Research and Funding Strategy	3 projects	5 projects	Unlimited
Grant Writing	15% discount	15% discount	15% discount
Needs Assessment and Strategic Grant Outlook		✓	✓
Grants Advocacy			✓
Grant Editing and Review			✓
Grants Training			✓

Service Add-Ons

TFG believes in offering flexibility to our clients. As a retainer client, The City of Port St. Joe can engage with TFG on an hourly rate, or lump sum fee, for additional services requested beyond the Tier 1 scope. TFG's discounted hourly rate is \$150/hour. Add-on services the City of Port St. Joe may request include grant writing, grant advocacy, grant editing and review, and grant training.

Grant Writing – As Needed, Per Grant

To provide greater transparency in the cost of grant writing services, TFG has created the grant writing service fee table below, which provides the average cost for grant writing services based on the narrative page limitations imposed in the grant application. Grant applications vary widely with respect to the complexity and level of effort required to complete them. If you are interested in securing these services, TFG will provide you with a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, logic models and Benefit-Cost Analysis. Exceptions do occur based on the complexity of the grant application, but we work hard to keep costs in line with the pricing guidelines outlined below.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Discount Cost
Level 1	Small, well defined request	6-10	\$5,000	\$4,250
Level 2	Small, full grant application	11-15	\$9,500	\$8,075
Level 3	Medium, full grant application	16-20	\$14,500	\$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	\$18,000	\$15,300
Level 5	Large federal grant application	26-30	\$21,000	\$17,850

Last minute emergency grant writing requests are subject to a 15% markup.