July 17, 2018
Tenth Street Park Workshop
5:00 P.M.
Regular Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida



# City of Port St. Joe

Bo Patterson, 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**

**Tenth Street Park Workshop** 5:00 P.M. **Regular Public Meeting** 6:00 P.M. 2775 Garrison Avenue Tuesday July 17, 2018

## Call to Order

#### **Consent Agenda**

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City of Apalachicola Utility Letter

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• Audubon Sign Request

Fishing Piers- Clifford Sims Park

Surface	Water	Plant
Surface	water	riani

• Update

#### **Waste Water Plant**

• Update

#### **Finance Director**

• Budget Timeline

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## City Engineer

• Road Paving Update

#### **Code Enforcement**

• Update

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## **Police Department**

• Update

## City Clerk

• Update

Citizens to be Heard Discussion Items by Commissioners Motion to Adjourn

1	PORT ST. JOE, FLORIDA CITY COMMISSION
2	SPECIAL MEETING
3	302 19th STREET MAY 11, 2018
4	Transcript of Port St. Joe, Florida, special meeting held May 11, 2018, in Port St. Joe, Florida, 10:00 a.m - 11:30
5	a.m. Reported by Gertrude B. Downs.
6	<u>APPEARANCES</u> :
7	Bo Patterson
8	Mayor-Commissioner
9	Eric Langston Commissioner Group 1
10	David Ashbrook
11	Commissioner Group 2
12	Brett Lowry Commissioner Group 3
13	Rex Buzzett Commissioner Group 4
14	J. Adam Albritton, Esq.
15	2901 W 11th Street Panama City, Florida 32401
16	Panama City, Fiorida 32401
17	
18	
19	
20	
21	
22	Gulf Bay Reporting
23	P.O. Box 2131 Panama City, Florida 32402
24	(850) 769-4853 1-800-761-4853
25	

COMMISSIONER ASHBROOK: Ladies and gentlemen, if I could have everybody find a seat if there is one. Get comfortable is there's not. The Mayor is not here yet but it is 10:01. I'm going to go ahead and call this special meeting of the city commission to order at this time. Jim?

2.2

JIM ANDERSON: Yes, sir. I was called in, the mayor actually came into my office yesterday morning, approximately 9 o'clock and asked for my resignation. I told the mayor that I was not resigning. He called for an immediate meeting today for the resignation of the city manager, so that's why we're here today.

COMMISSIONER ASHBROOK: Okay. Is there any discussion amongst the board?

COMMISSIONER BUZZETT: Well yeah, I would like to say a few words. I've worked with Jim for ten years, and I'd kind of like to walk you through a typical Jim Anderson work week. He comes to work around 8 o'clock most every morning, leaves at 5:00. Doesn't go to a cookout, doesn't go have drinks with his buddies, doesn't play golf. He goes home to his family. That's Monday through Friday. Saturday sometimes he and his dad will go fishing when he's not -- not with his wife and children. Sunday he

goes to church. Next Monday he repeats it all over again 52 weeks out of the year. I think maybe he's gone on vacation sometime. I don't remember when it was but wasn't for very long if he did. And so you know Jim's a native of Port St. Joe. He loves the He works hard for the city and he doesn't sit in his office filing his nails and eating bon bons. He's a hard worker. And with that being said I'd like to throw out a proposal to the board that we have a workshop. Any commissioner that has a problem with Jim or where he has deficiencies, let's work through those deficiencies. And I think in the end result it will be better for the board and it will be better for Jim, and we can all -- all work together. We've got to, you know to make this city go forward we need to, we need to work together. I'd like to hear from the other commissioners if they feel like a workshop would be in order. think that's proper way to get this get resolved.

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COMMISSIONER ASHBROOK: Commissioner Buzzett I will absolutely mirror what you just said there and to add to that about a year ago when I returned back from the League of Cities conference I brought back about 17 examples of reviews that we can do for out staff that work directly for the board. I think in

that workshop we need to definitely do that. How
can you hold someone to a standard when they don't
know what the standard is? So if anyone has a
problem, we need to make sure that we let them know
what that problem is.

I would like to see us move forward with that process. I sill have those 17 examples. I can hand those over to our attorney and have them tailor one for our needs.

(Mayor Patterson arrives at the meeting.)

MAYOR PATTERSON: Sorry for being late everybody. Where we at?

COMMISSIONER ASHBROOK: It's all yours now Mayor.

MAYOR PATTERSON: Where we at? Tell me where we at.

COMMISSIONER ASHBROOK: We're discussing amongst the board. Two of us have spoke.

MAYOR PATTERSON: Okay. If I could just interject for just one moment just you know to let everybody know, we're here today. I appreciate everybody being here. We do need your input on everything on we do. This is a personnel matter within the city, and we're here today.

I would like to comment just a minute on the

memo that was sent out about this meeting today.

The memo says termination of city manager, Mayor

Patterson. That's not what I had asked to be put on

here and that's one of my problems today. This

thing is getting misconstrued when I said it.

I did say I wanted to have a meeting today because when I got all those calls on Wednesday afternoon with all the extra things that were not true, some things were true but there were a lot of untruths. A lot of them. So we're here today to discuss Jim Anderson is our city attorney —

UNIDENTIFIED: No.

MAYOR PATTERSON: -- and him being able -- him being able to lead us in this city matter. But the paperwork here said termination. My words were discussion of the city manager. I never used the word termination I guarantee everybody in this room that. I had a witness in the room with me when I talked, and I will go back and ask that person to clarify that, but I'm pretty sure I didn't say termination. I've never said termination. So I just wanted to make that -- that pretty clear.

And just would to like to address the audience today that you will have your turn to speak. There are quite a few people here today so I would ask you

to, we're going to limit you to three minutes. I would ask you to stay on the agenda item, and I would ask you to refrain from clapping, loud hollering. Let's all be respectful of one another. And when we get to your turn if you'll just raise your hand, I will point you to come up. And then when you do come up if you would just sign that paper right there before you start talking and then give us your name and your address. All right?

COMMISSIONER LOWRY: Can I just say something?

MAYOR PATTERSON: Sure.

COMMISSIONER LOWRY: Since this was brought to light I've received numerous text messages that were untrue. I've called some of those people back and discussed what was going on. Continued to receive phone calls and hateful text messages, and most of that untrue. My wife's received phone calls and text messages, and it's -- we're a tightknit community and it's, this has got out of control. I mean I understand people's feelings and -- and one way or another, but it's bad when it gets hateful. It's bad when it gets hateful in a campaign race that's going on right now.

I mean it's -- I ask everybody to continue our tightknit, tightknitness that we have within this

community. Anybody else anything?

2.4

COMMISSIONER LANGSTON: I had many, many phone calls, many, many texts, text messages. I've had text messages from friends and have spoken to a lot of people in my community about the situation, and I'm my own man. I make my own decisions. I'm not a yes man. I don't appreciate some of the text messages that were sent out. If you want to see me, you know where to see me at. I'm not hard to find. I'm not a coward.

I just want to say that I support my community. I support the entire city of Port St. Joe, but I was born and raised in north Port St. Joe, Florida, and the opportunities that we've been denied for so long because we haven't had a voice, that's what I'm making my decision on. So if anybody got any questions or want to see me, you know where to find me at.

MAYOR PATTERSON: That all Commissioner?

COMMISSIONER LANGSTON: That's it.

MAYOR PATTERSON: Okay. Gentlemen, none of this is easy. Don't look at us and think this is easy for us because it's not. We have a hard job to do sometimes, and we have to make decisions.

Sometimes they're the right ones, sometimes they're

not the right ones, but we hope that we make the right decision. But as I say, at this time I have lost confidence in Jim Patterson being able to run the day-to-day operations of the city, and you know that's where I'm at with it. I just --

COMMISSIONER BUZZETT: Mayor, I spoke earlier. You weren't here, and I threw out a proposal for a -- a workshop to work through the deficiencies, work through the problems with Jim, let him know what we expect of him. And at the end of the day, like I said, I believe it would be positive for us, a good learning experience for us as well as Jim, and then we can all work together for the better of the city.

I would like us to seriously consider that. I don't know if it needs to come to a vote or we can just agree to have a workshop but that's what I'd like to see.

COMMISSIONER LOWRY: Commissioners Buzzett, I think I'm past that, and I'm -- I'm to the point where I've also lost confidence in our city manager to perform the abilities to run our city, I'm going to put that in the form of a motion to terminate his contract without cause and pay him his leave --

AUDIENCE: Without cause?

1 COMMISSIONER LANGSTON: -- pay him --(Mayor Patterson uses the gavel.) 3 MAYOR PATTERSON: Remember what I said to start 4 with. Let's be respectful. That's all I ask you, 5 to be respectful. No loud -- you'll have your turn to speak. Everybody -- we will try to let everybody 6 7 we can speak today but please --8 UNIDENTIFIED: We need to know why the 9 circumstance, why he's --MAYOR PATTERSON: Ma'am, you don't have the 10 11 floor right now. 12 UNIDENTIFIED: -- should be terminated. 13 MAYOR PATTERSON: In a minute I'll let you have it. And you can ask any questions you want to ask. 14 15 It's just the procedure that we go through here. 16 And like I said, we're going to let everybody talk. 17 We're going to limit you to three minutes because there's such a large crowd here, we'd be here until 18 19 tomorrow sometime. 20 UNIDENTIFIED: Mr. Mayor. 21 MAYOR PATTERSON: Yes. 22 UNIDENTIFIED: I think everybody in here has 23 that same interest, and I think before there's any vote that you should, you owe it to the citizens of 24

this community that have voted all of y'all in --

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1	AUDIENCE: Yes, sir.
2	UNIDENTIFIED: before you do anything
3	(Audience applause.)
4	(Mayor Patterson uses the gavel.)
5	MAYOR PATTERSON: If I have an outbreak of
6	clappening one more time, I will clear this room.
7	(Audience laughter.)
8	MAYOR PATTERSON: I have asked you I'm
9	asking you to be respectful. I mean I'm just asking
10	everybody to be respectful.
11	UNIDENTIFIED: No, sir.
12	MAYOR PATTERSON: You're going to get your turn
13	to talk. Everybody's going to get a turn.
14	UNIDENTIFIED: Well can you respect our
15	question and answer it please?
16	UNIDENTIFIED: Exactly.
17	COMMISSIONER ASHBROOK: Mr. Mayor, if I can, I
18	think the question is if there was a motion made,
19	was it for cause, was it for without cause, or is it
20	for loss of faith and ability to perform duties? I
21	think that's the question everyone's asking. And if
22	it is for cause, what is that cause.
23	MAYOR PATTERSON: I wasn't prepared to so a
24	whole lot of talking today, maybe
25	UNIDENTIFIED: That's what you're hired for.

1	UNIDENTIFIED: You're the mayor.
2	UNIDENTIFIED: And this gentleman politely
3	asked you, and it was seconded, politely asked you
4	why.
5	MAYOR PATTERSON: And there's going to be a
6	time for them to speak.
7	UNIDENTIFIED: Why.
8	MAYOR PATTERSON: It's just not
9	UNIDENTIFIED: No, sir, it is, the
10	time is now. The gentleman politely asked
11	MAYOR PATTERSON: Before we make a vote, you
12	will speak. Before a vote, you will speak.
13	UNIDENTIFIED: Well he needs to give a why
14	we're going to kick out the finest administrator we
15	have.
16	MAYOR PATTERSON: Uh-huh.
17	UNIDENTIFIED: Yes, sir, why.
18	MAYOR PATTERSON: Well let me just go ahead and
19	state something.
20	UNIDENTIFIED: Now if you give us why then we
21	can make our own decision.
22	MAYOR PATTERSON: Let go ahead and state
23	something. I wasn't going to state this in here
24	today, but you're forcing me to.
25	UNIDENTIFIED: Yes, sir.

MAYOR PATTERSON: Along with my reasons for Jim being dismissed I have lived the last seven months in fear of my life.

(Laughter from the audience.)

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MAYOR PATTERSON: Go ahead and laugh about it. He threatened me.

UNIDENTIFIED: Everybody give the gentleman a speaking chance. We asking -- you tell us why now. We'll respect you.

MAYOR PATTERSON: Sure, exactly.

Last September we were going through budget session. I was trying to save you citizens some money plus get you some more time for my code enforcement, okay? I went to Mr. Anderson's office and told him my intentions. Told him what I was going to do. I went upstairs. I talked to the code enforcement. I got him to commit to more hours, giving us two Saturdays a month, and he wasn't working any Saturdays. I got him to drop his pay from \$20 to \$18. It would have been about the same money but at least he got more hours, he wouldn't get more pay. When I went and discussed it with him, we had a good discussion, I went back downstairs. I told Mr. Anderson what we'd talked about. He said okay. I said if you don't mind,

call the other commissioners and see what they think about it. Now later on he told me that I told him to tell the commissioners. I ain't never told him to tell nobody nothing. I can tell you that right now. I don't do that. I ask. I don't do that. I really don't.

2.4

So at that time I thought everything was fine.

Come up to a meeting a few days later, and I thought everything was fine as I say, so I'm fixing to tell the crowd what all was going on with the code enforcer, and I'm interrupted by Mr. Anderson who said that's not my job. That's his job. My question is why didn't he tell me that when I was face to face with him in his office? Why would he wait until meeting time to do it?

UNIDENTIFIED: Why don't you --

MAYOR PATTERSON: He just wanted to embarrass me or what? I don't know what it was, but I'm getting to it if you'll give me time.

UNIDENTIFIED: We will.

MAYOR PATTERSON: All right, you asked me to speak, and I'm speaking --

UNIDENTIFIED: Yes, sir, go ahead.

MAYOR PATTERSON: -- from what I know is right.

UNIDENTIFIED: I apologize, go ahead.

MAYOR PATTERSON: That's okay.

that.

But anyway, the next morning I went in and talked to Mr. Anderson about what had happened at the meeting, and we was just having you know fairly general conversation about what happened. We weren't hollering and yelling at one another or nothing, but just like he's doing right now, he looked at me and smiled and smirked and pointed his finger at me. He said, "Mr. Mayor, if you don't leave me alone, I'm going to bring fire and fury on you."

UNIDENTIFIED: Whoo.

MAYOR PATTERSON: Hey, I went straight to the sheriff's office because I believed him. I believed what he told me. He had no reason to lie to me. He was going to bring fire and fury, and it sounds funny to y'all, but if you were me --

UNIDENTIFIED: Was there a witness to that?

MAYOR PATTERSON: -- and somebody's threatened you with your life, it wouldn't be funny. I guarantee you it wouldn't. It wouldn't be funny.

And that's what happened that day in his office.

Regardless of what he may say later I'm not the liar, that's what was said, and I'll promise you

1	I'm here to help everybody in this town.
2	That's all I always said when I come on board. I'm
3	here to help everybody. That's the only reason I'm
4	a mayor is to help people.
5	SAMUEL AMERSON: Mr. Mayor
6	MAYOR PATTERSON: But that's one reason why.
7	SAMUEL AMERSON: Is that the only reason?
8	MAYOR PATTERSON: No, sir, there are some other
9	reasons.
10	SAMUEL AMERSON: That's your only reason? Just
11	one?
12	MAYOR PATTERSON: No, sir, there's more.
13	SAMUEL AMERSON: There's more. Okay, I'm
14	sorry, I thought that was "the" reason.
15	MAYOR PATTERSON: That is one reason, yes, sir.
16	SAMUEL AMERSON: Okay, go ahead. My name is
17	Samuel Warren Amerson, Sr.
18	MAYOR PATTERSON: Yes, sir.
19	SAMUEL AMERSON: I live beside Mr. Anderson.
20	MAYOR PATTERSON: Yes, sir.
21	SAMUEL AMERSON: I before I would like to
22	ask you this real quick.
23	MAYOR PATTERSON: Time out. Time out. If you
24	don't mind, would you let us get this done, and
25	then we'll bring you up and let you talk.

1 SAMUEL AMERSON: Yes, sir. 2 MAYOR PATTERSON: Because we really need you to 3 come up to the podium. 4 SAMUEL AMERSON: Yes, sir, okay. 5 I'd like to say something as the wife 6 of the code enforcement officer. The day you had 7 that conversation with him in his office, keep in 8 mind he served this county 27 years flawlessly as a sheriff's deputy. He works part time for the city, 9 and the day you had that conversation with him in 10 11 his office, I had to take him to the emergency room 12 because they thought he was having a heart attack because his blood pressure was so high. 13 Did you or did you not tell him you'd also have 14 his job if he did not work every other Saturday? 15 16 MAYOR PATTERSON: No, ma'am, I did not. 17 CE WIFE: Every other Saturday is the only 18 day --19 MAYOR PATTERSON: I did not tell him that. No. 20 ma'am, I did not. CE WIFE: Every other Saturday is the only day 21 he has to spend with our children. He works 13 days 22 straight without a day off. 23 2.4 MAYOR PATTERSON: Well maybe he should resign

and get another job --

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1	CE WIFE: He has
2	MAYOR PATTERSON: if he can't do the job for
3	the city.
4	AUDIENCE: Whoo.
5	MAYOR PATTERSON: I mean we hired him to do a
6	job.
7	CE WIFE: He does the job.
8	MAYOR PATTERSON: But anyway, let's
9	CE WIFE: He does the job.
10	MAYOR PATTERSON: continue on with
11	with
12	CE WIFE: He does the job. He brings
13	MAYOR PATTERSON: Let's stay with the item
14	CE WIFE: does answer me this, does he
15	not bring a lot of money to the city with the title
16	searches, fines, all of that?
17	UNIDENTIFIED: I want to hear the rest of your
18	grievance with
19	AUDIENCE: Yeah.
20	UNIDENTIFIED: Come on, Mr. Mayor.
21	MAYOR PATTERSON: All right, we got a motion on
22	the floor. Do we have a second?
23	UNIDENTIFIED: What was the motion?
24	UNIDENTIFIED: For what?
25	COMMISSIONER ASHBROOK: Clarify the motion.

1	What was it?
2	UNIDENTIFIED: You're not going to vote until
3	we have
4	MAYOR PATTERSON: Not until we talk to y'all.
5	Not until we talk to y'all. We just getting a
6	motion going.
7	UNIDENTIFIED: They got to have a second first.
8	MAYOR PATTERSON: Yeah, we got to have a second
9	and then we're going to ask for your input. We're
10	going to do this thing very calmly.
11	COMMISSIONER ASHBROOK: The motion was on the
12	floor to terminate Mr. Anderson without cause. Pay
13	him his leave based on his policy and his severance.
14	MAYOR PATTERSON: All right, I have a motion.
15	Do I have a second?
16	COMMISSIONER LANGSTON: I'd like to say
17	something first.
18	UNIDENTIFIED: Excuse me just a second. Didn't
19	Rex bring a motion up before anybody did?
20	UNIDENTIFIED: He sure did.
21	UNIDENTIFIED: Did you Rex?
22	COMMISSIONER BUZZETT: No, I made a proposal
23	for a workshop.
24	UNIDENTIFIED: I thought you made a motion, not
25	a workshop.

COMMISSIONER LANGSTON: I'd like to say something first. Hold it down please.

UNIDENTIFIED: Hey.

2.1

COMMISSIONER LANGSTON: I've known Jim most of my life, and me, my decision is dedicated to the people of Port St. Joe, Florida. My concern is about North Port St. Joe. What I believe is that there are certain things that should have been done on North Port St. Joe that hadn't been done. And if you need it, I can explain everything to you.

First, the North Port St., since I've been the commissioner I found out that there's all other kind of income that you can get for low income city, low income communities, opportunities zone funding. It was pushed back, the rezoning of Martin Luther Kind Boulevard which was discussed several times in 2017 Publicly several times and it hasn't been moved forward. And I — I've received phone calls from my constituents on North, in North Port St. Joe, and they haven't had a voice to represent them in years. So my job is first of all the entire community, secondly is to take care of my community which I was born and raised in, so with that said, I think that we need to start over and find us a new city manager.

1	UNIDENTIFIED: Some new commissioners.
2	MAYOR PATTERSON: So is that your second?
3	COMMISSIONER LANGSTON: I second it.
4	MAYOR PATTERSON: We have a first and a second,
5	and if anyone in the audience wants to speak, please
6	raise your hand. I saw that one in the back first.
7	UNIDENTIFIED WOMAN: Well he's standing right
8	there.
9	UNIDENTIFIED: I'm standing right here.
10	UNIDENTIFIED WOMAN: How can you
11	MAYOR PATTERSON: I saw that one first.
12	UNIDENTIFIED: Mayor
13	MAYOR PATTERSON: I wasn't I saw that one
14	first.
15	UNIDENTIFIED: May I speak? May I speak later?
16	MAYOR PATTERSON: Yes, sir.
17	UNIDENTIFIED: I'd like to tell everybody about
18	him threatening to kill me.
19	AUDIENCE: What?
20	COMMISSIONER ASHBROOK: Hold on, Jim wants to
21	speak. Jim wants to speak.
22	JIM ANDERSON: I just have one quick thing to
23	say
24	MAYOR PATTERSON: Sign in. Yes, sir, hold it
25	right there.

UNIDENTIFIED: Yes, sir.

work for the citizens of Port St. Joe. Yes, I work at the direction of the city commission. I'm trying to do the best job I can for the people and the money, and I've not broken any laws of the State of Florida or any ordinances within the City of Port St. Joe. At this point I ask the board to follow the city charter. The city charter says per Section 34 of the City of Port St. Joe charter I demand written charges and a public hearing upon the same storm before the commission. And my removal shall not take effect until such hearing has been had, for the record.

MAYOR PATTERSON: Okay. Please sign in and state your name and address.

TURNER ECHOLS: My name's Turner Echols. I live at 805 16th Street.

MAYOR PATTERSON: Please stay on the agenda item --

TURNER ECHOLS: I am.

MAYOR PATTERSON: -- but you don't need to talk about me.

TURNER ECHOLS: Well no, you said he's, you've got charges against him. I want to talk about

1	you you you and me, and you threatening me.
2	MAYOR PATTERSON: I don't know what you're
3	talking about.
4	TURNER ECHOLS: Of course you won't. You
5	won't
6	MAYOR PATTERSON: All I know is you wrote a
7	nasty letter about me and my girlfriend. It was all
8	lies. Now get back.
9	TURNER ECHOLS: Well no, last, last Tuesday
10	MAYOR PATTERSON: Chief, get this, get this man
11	away from the podium?
12	TURNER ECHOLS: at Sister's Restaurant.
13	MAYOR PATTERSON: Chief, will you get this man
14	away from the podium?
15	TURNER ECHOLS: At Sister's Restaurant, they
16	the mayor started calling me a liar.
17	MAYOR PATTERSON: No, Chief, Chief, get him out
18	of here.
19	TURNER ECHOLS: Sheriff Harrison, Sheriff
20	Harrison
21	MAYOR PATTERSON: I'm not going to
22	TURNER ECHOLS: Sheriff Harrison investigated a
23	threat to me that was made through his ex
24	UNIDENTIFIED WOMAN: I want to speak. I'm next
25	in line.

TURNER ECHOLS: -- his girlfriend to the ex, 1 well it was her husband at the time that he was 2 3 seeing --4 MAYOR PATTERSON: Where? 5 TURNER ECHOLS: -- because the mayor showed up at my house screaming and yelling. I have witnesses 6 7 for that. I have about 30 witnesses at Sister's. 8 MAYOR PATTERSON: How long ago was that? 9 TURNER ECHOLS: It was two and a half years 10 ago. MAYOR PATTERSON: 11 Okay --12 TURNER ECHOLS: That, yeah. But what happened 13 at Sister's last Tuesday is fresh. 14 MAYOR PATTERSON: Mr. Attorney? MR. ALBRITTON: Yes. 15 MAYOR PATTERSON: What can I do in this 16 situation? He's not staying on the program. 17 18 TURNER ECHOLS: No, you talking about people giving death threats, I've got witnesses of death 19 20 threats by you and your girlfriend. 21 MR. ALBRITTON: Mayor, at this time since the 22 city manager's requested written charges and a 23 formal hearing --TURNER ECHOLS: You calling me a liar? 2.4 25 MR. ALBRITTON: -- I would suggest to the board

that we reconvene this so that he can have the 1 2. opportunity to see those written charges as he's so 3 demanded. 4 MAYOR PATTERSON: All right, and we do no action today? Is that what you're saying? 5 MR. ALBRITTON: The only action pursuant to the 6 charter that the city can take is to suspend him 7 pending the formal hearing that he has demanded. 8 9 MAYOR PATTERSON: All right. 1.0 TURNER ECHOLS: You really don't want me to talk, do you? 11 MAYOR PATTERSON: I'll let --12 13 TURNER ECHOLS: Let's talk about calling me a 14 liar. MAYOR PATTERSON: Get him out of here. 15 16 UNIDENTIFIED: Sure can we talk --17 MAYOR PATTERSON: You want to talk about 18 personal problems. 19 TURNER ECHOLS: I think you need a drug test. Will you submit to a drug test? You did a -- will 20 21 you submit to a drug test? MAYOR PATTERSON: Chief. 22 23 REESE ANTLEY: Sir, sir, I've got some serious 24 questions, and it's not about personal --25 TURNER ECHOLS: This is serious.

MAYOR PATTERSON: Yes, sir, it sure is.

TURNER ECHOLS: It's real serious.

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MAYOR PATTERSON: Yes, sir.

REESE ANTLEY: I agree, but I have some questions that are specific to what's going on.

TURNER ECHOLS: There's an investigation he doesn't know about.

MR. ALBRITTON: Again, Mayor, at this time the city manager's demanded --

MAYOR PATTERSON: Step to the side, please.

MR. ALBRITTON: -- the enforcement of Section 34 which requires written charges. The only action item at this point the city can take is to suspend him. If you read through the charter my suggestion is at the very least that this matter be reconvened so that the city can provide Mr. Anderson with the written charges he has so demanded and he is so entitled to.

The only other item that this commotion in regards to this can take up is whether or not to suspend him until such time that hearing has been had. There is, legally there's no other option for the city commission at this point. Mr. Anderson is entitled to his hearing, and he's entitled to his written charges. So the only action item right now

1 that the city can take as to Mr. Anderson is to whether or not to suspend him until such time. 2 3 COMMISSIONER ASHBROOK: What do we do with the 4 motion? 5 MR. ALBRITTON: You'd have to withdraw the 6 motion until such time as the hearing's been had. 7 After the hearing is concluded and Mr. Anderson's 8 demand been met then the city will have to take 9 action at that point. 10 COMMISSIONER LANGSTON: I would like, I would like to hear what some of the citizens have to say 11 12 before we take anymore action. Whether we withdraw 13 the motion or whatever, but I would like to hear 14 what the citizens have to say. 15 UNIDENTIFIED: Absolutely. 16 COMMISSIONER LOWRY: We need to probably 17 withdraw? MAYOR PATTERSON: 18 Huh? COMMISSIONER ASHBROOK: He needs to withdraw. 19 20 COMMISSIONER LANGSTON: Yeah, I withdraw my 21 second. 22 COMMISSIONER LOWRY: I withdraw my first. 23 MAYOR PATTERSON: All right. All right, now 24 Mr. Anderson has already asked for his public 25 hearing so we're going to still let the public talk, and we'll start with you, sir.

REESE ANTLEY: All right, Reese Antley, 464
Anglefish Street.

First let me just say something to the commission. You guys work for us, the people. As you can see by the people that are here and what you're going to hear next, Jim Anderson is the one person at city hall that stands for anything for the most part. I'm just being honest. There's a few people up there for the most part, but you guys work for us. To come in here and fire him without cause, the cause should be that the people are crying out for a termination or he's done something wrong. But to state as you lost, Brett, you lost confidence, is that correct? So what is the -- why did you lose confidence? Has he done something in his job that you guys have reprimanded him for to lost confidence?

This isn't Bo's Pest Control. This isn't
Buzzett's Drugstore. This is the City of Port St.
Joe. This isn't Wood's Fishery where I can fire
whoever I want to whenever I want to. This is the
city. He works for us so why did you lose
confidence in him?

COMMISSIONER LOWRY: I'll discuss that later at

1 the hearing. 2 REESE ANTLEY: This is the time to discuss it 3 so to us --COMMISSIONER LOWRY: I'll discuss it at the 4 5 hearing. He's asked for a hearing so. 6 MAYOR PATTERSON: 7 REESE ANTLEY: I understand that but us as the 8 city, as the, as the people that put you in office, 9 that put every one of you in office, you owe us the 10 explanation so we can make our call on whether Jim 11 should be fired or he should stay on. At this point 12 you guys are looking like you just have a vendetta 13 against Jim. 14 COMMISSIONER LOWRY: I promise we don't. 15 haven't discussed that. UNIDENTIFIED WOMAN: You can't handle the 16 17 pressure you should resign. 18 REESE ANTLEY: And I'm just going to end with 19 this because there's a lot of people that want to 20 talk. 21 MAYOR PATTERSON: Yes, sir. 22 REESE ANTLEY: But for the meeting that you 23 called at 10 o'clock you were late. They had to 2.4 start without our mayor. 25 MAYOR PATTERSON: And without our attorney.

REESE ANTLEY: Well does that -- that to me is a write-up. If my people are late at work, you're written up.

You're in here with a bunch of people that took off work out of respect for everybody here. You should have been here on time.

MAYOR PATTERSON: I thought I was getting here on time.

REESE ANTLEY: Okay. Listen, I think you guys should be held to the same standard we are, and I'm not going down the petty thing, but I do believe you need to take a drug test and a sobriety test.

MAYOR PATTERSON: Thank you for your comment. Thank you.

Yes, ma'am.

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PAULA PICKETT: My name is Paula Pickett, 108

Sunset Circle, Port St. Joe. I have worked in public service through the county as well as the chamber of commerce for over 14 years. I have worked with three city managers. I have never worked with a finer person that Jim Anderson. I have met with him on a variety of occasions over the last years. Never has he made any, any threatening statements to me, and I have asked him some tough questions, and we've jumped some hurdles together.

Never has he had anything but the utmost respect for me, and I would venture to say anybody else in this room that's been in his office.

He does work for me. He is the one I go to when I have problems. I've never called any one of you. You're welcome. I know how to get my problems solved, and Jim Anderson does it. And he does it respectfully and timely.

You guys have a hard job. I completely respect your ability to run for office. You've shown tenacity and thick skinness sometimes to your own detriment. I urge you to listen to these people. You may have lacked confidence for some personal reason with Jim, but nobody in here has. In fact I've got more confidence in him than I do any one of you.

MAYOR PATTERSON: Thank you, ma'am. Thank you.

AMY ROGERS: Amy Rogers, and I signed my name on the sign-in pad. I'm a registered voter, and a citizen of Port St. Joe.

I am concerned with, as I received one of your documents I did not see where there was any poor work performance, no evaluation that was taken place for Mr. Anderson's, the question to have him terminated. I, when I make a conscious decision on

voting, I want to know what I'm voting for. I just, I don't want to vote because so and so told me vote for this person and vote for that person, pass you a piece of paper and vote for that person. I'm a educated person, and I like to know what I'm voting for. And as I read the little paragraph all inside, according to the paragraphs again there's no evaluation been taken place, no, he has no discrepancies in his work performance, and I'd like to leave here today with some facts of what has happened regarding his work performance.

Now if he's been insubordinated, I didn't see anything on insubordination. I feel like in a situation like this the city do, we still practice affirmative action where you have stated that you're a equal opportunity employee person. There is a process and a procedure that the city has gone about with other employees where they call a fact finding conference. With this particular matter it might be the city commissioners, but, and some of the peoples in his workplace area it would be a fact finding conference so they can go gather the facts up and then bring it back to the board and find out, that's when you act on it. But the one-day thing with no work, no work discrepancies and no problem with his

work performance, I can't vote on anything like that. And as a citizen and a registered voter, I want to be able to vote on facts, okay.

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Let's do a workshop and as Commissioner Buzzett has stated earlier about a workshop so you can gather up the facts for an individual. And as what, I have to disagree with you a little bit Commissioner Langston. There have been some work that the city has done for North Port St. Joe.

COMMISSIONER LANGSTON: I didn't say the city didn't do any you know work for Port St. Joe. I said we've been deprived for a long time on the north side. That's what my statements was.

AMY ROGERS: Well -- okay, well then -- COMMISSIONER LANGSTON: I know you can't disagree with that.

AMY ROGERS: Yes, we have --

COMMISSIONER LANGSTON: If you disagree with that is, I don't understand what you're talking about.

AMY ROGERS: Well okay. Yes, we have socially been, we are socially deprived and been depressed for many, many years, but there are several things that the city has helped with North Port St. Joe -- COMMISSIONER LANGSTON: And they always have.

I never said they didn't. 1 AMY ROGERS: -- but they're still short, you 2 3 know. 4 COMMISSIONER LANGSTON: I never said they 5 didn't. AMY ROGERS: But we've --6 7 COMMISSIONER LANGSTON: I said we've been 8 deprived. 9 AMY ROGERS: Yeah, okay. COMMISSIONER LOWRY: That's what I said. 10 That's what I stated. 11 12 AMY ROGERS: Yes, sir, I agree with you on 13 we've been socially deprived. We are a socially deprived community, but with the fact that I do know 14 the city has helped some, but they're very short on 15 a lot of things that need to be done. But the 16 17 majority of the things that need to be done is for us to ask for. And all of our community, we want, 18 19 we want to stay in within the area that we can 20 receive funds with current CRA, but if we go and 21 restrict that to another section only --22 MAYOR PATTERSON: Well, Miss Amy, we're not 23 talking about the CRA's. We're not talking about 24 it. 25 AMY ROGERS: I know. What I'm just saying that

that's one of the ways that we get help. 1 2 sometimes we shoot our ownself in the foot --3 COMMISSIONER LANGSTON: Right --AMY ROGERS: -- and don't realize later on. 5 COMMISSIONER LANGSTON: -- like what you're 6 doing right now. 7 AMY ROGERS: So we want, what I'm saying right 8 now is that we want to get some help for the entire 9 community and not stay, make -- work on being. 10 I didn't say it -- I COMMISSIONER LANGSTON: said I'm, I represent the entire community. 11 12 AMY ROGERS: Yeah. 13 COMMISSIONER LANGSTON: I said that before I 14 said anything about the north side. What I said was I represent the entire community, but I was born and 15 16 raised in North Port St. Joe, and we haven't had a voice in 10 years, almost 10 years to come up and 17 18 represent what we need over on the north side. 19 didn't say I didn't represent the entire North, 20 entire community of Port St. Joe, Florida, ma'am. AMY ROGERS: Okay, I'm not -- we have had --2.1 MAYOR PATTERSON: All right, your three minutes 22 23 is up, ma'am. 24 AMY ROGERS: We have had many commissioners 25 African and American --

1 MAYOR PATTERSON: Thank you, ma'am. 2 AMY ROGERS: -- and we have had some help, but 3 we've not fulfilled it yet and that's all I'm just 4 saying. 5 COMMISSIONER ASHBROOK: Okay, fine. AMY ROGERS: The dream is unfulfilled --6 7 COMMISSIONER ASHBROOK: Thank you. 8 AMY ROGERS: -- and yes, it does, and we thank 9 you for your --10 MAYOR PATTERSON: Well thank you for your time, 11 Miss Amy. Thank you. 12 AMY ROGERS: Thank you. You're quite welcome, 13 sir. MAYOR PATTERSON: Come on up. Sign in please. 14 LISA MATTHEWS: I've signed in already. 15 16 MAYOR PATTERSON: All right. 17 LISA MATTHEWS: Okay, my name is Lisa Matthews. 18 I live at 312 Avenue F, and I think this whole 19 setting is all a little bit much. I think that you 20 commissioners with Mr. Anderson have done a little 21 bit out of, out of concert, context, but I agree 22 with Mr. Langston. I've only been back here since 23 2013, and I've seen things that are just outrageous. 2.4 We have sent paperwork to Mr. Anderson that he

hasn't responded to as far as the PAC, and he pushed

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1 them aside. And we've got numerous phone calls 2 saying well where is the paperwork, where is the rezoning paperwork, and they're sitting on Mr. 3 4 Anderson's desk. So I'm saying we need someone 5 that's going to take our cause serious. 6 We live there and sometimes it gets a little 7 bit hard to live there because of what I'm seeing, 8 what I don't see what the need is and what's not being generated in North Port St. Joe. 10 Thank you, ma'am. Yes, sir. MAYOR PATTERSON: 11 BRIAN WAGNER: My name is Brian Wagner, 401 12 20th Street. Just trying to summarize everything 13 that's kind of going on is, with respect to Mr. 14 Langston what you said about first off being north 15 side Port St. Joe, until the city can move on as 16 one --17 COMMISSIONER LANGSTON: And again I said 18 that --BRIAN WAGNER: I'm speaking. I understand what 19 20 you said. 21 COMMISSIONER LANGSTON: I represent --22 BRIAN WAGNER: I understand what you said. 23 COMMISSIONER LANGSTON: Okay. 2.4 BRIAN WAGNER: But Mr. Anderson works at the 25 pleasure of the commission, correct?

MAYOR PATTERSON: Sure.

BRIAN WAGNER: So if there have been issues with things not being done that Mr. Jim is not doing, as we do this meeting, Mr. Jim has asked for a meeting to hear the accusations. As a citizen, I want to see documentation of where he did not do what you asked him to do and specifically things that, I can respect —

LISA MATTHEWS: Miss Matthews.

BRIAN WAGNER: I can respect what you're saying, yes, ma'am. I don't know if you remember me or not but --

LISA MATTHEWS: I remember him.

BRIAN WAGNER: -- I would like to see

personally things that he has not done for his job,

if that makes any sense. Because all -- I've come

to two meetings, and all I ever hear each one of you

guys get up there and say what, why you're doing

this is for the people, and I'm doing this, I'm all

for you, I'm here foy you, I want to do what you

want to do, I represent everybody but there's no

facts, and I need to see facts.

MAYOR PATTERSON: I gave you some.

LISA MATTHEWS: I didn't see them.

BRIAN WAGNER: I need to see facts so we can

make a decision and not just without cause, not Just willie nillie. I mean this is official, and I know Jim personally, and I'm coming into this as open minded as I can. I respect him just like I respect each and every one of you. I want to hear what he has to say just as much as I want to hear what you guys have to say.

So as we come to this next meeting, I hope you come with more than just emotions and feelings and thoughts, and I want to see facts where he has not done the things that you've asked him to do. Thank you.

MAYOR PATTERSON: Okay. Thank you, sir. Thank you. Come on up.

SAMUEL ANDERSON, SR.: My name's Samuel Warren Anderson, Sr. I live at 512 8th Street, Port St.

Joe, Florida. I was pretty much raised here.

Mr. Mayor, and every one of you commissioners, I have all the respect for y'all. Do not get me wrong. I'm here because the city administrator, no matter where I live, but me living reasonably close to the gentleman, you take a gentleman that, that likes to hunt and fish, if he's a hard worker, which he normally is if he does that because it takes money to do that well, Mr. Jim, he likes making

things very pretty, beautiful, spending his time doing that.

When he's not at work and not with his family he's working on his house. Not 10:00, 11 o'clock in the morning, he drinks coffee at the crack of daylight and that gentleman is working. To me that tells me that when that man's at work, he's working just as hard. As leaders we should know this. As our main leader, Mr. Bo, you should know this. Fine example on this meeting.

I could get into it, and I could get hostile. Believe me I'm trying not to. The accusation that you said, and I rudely interrupted, and I very, I apologize for that.

MAYOR PATTERSON: That's all right. That's, all right, no problem.

SAMUEL ANDERSON, SR.: Because you probably really buried yourself.

MAYOR PATTERSON: Uh-huh.

SAMUEL ANDERSON, SR.: But for you to say that man pointed at you like that and said what you said, I know word for word sir, when sit down tonight and think about the way you started this meeting out, you need to think word for word for what you said about this gentleman. I've seen him hit his hand

1 with a hammer, squish his foot and somebody like me, 2 buddy, the good Lord don't want to hear what I have 3 to say. 4 This man is, he plays with his children every 5 evening --LISA MATTHEWS: That's personal. That's not 6 7 jobs. 8 SAMUEL ANDERSON, SR.: -- every evening. And I 9 want to try end it right here saying if I lived where I live, or if I lived in tim buck two, what I 10 know of that gentleman he never made them 11 12 accusations. And -- and what did you say your memo 13 read? 14 MAYOR PATTERSON: The one that was supposed to be on here was --15 16 SAMUEL ANDERSON, SR.: No, sir, what -- you held it up. 17 18 MAYOR PATTERSON: This one right here? This 19 one right here says termination. 20 SAMUEL ANDERSON, SR.: You held it up. 2.1 MAYOR PATTERSON: This one says termination but 22 it's wrong. 23 SAMUEL ANDERSON, SR.: Termination for Bo 24 Patterson? That's what you said ain't it? 25 UNIDENTIFIED: That's what you said.

SAMUEL ANDERSON, SR.: That's what you said.

MAYOR PATTERSON: That's not --

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SAMUEL ANDERSON, SR.: And, sir, you see all these fine citizens --

MAYOR PATTERSON: I said Bo Patterson it would have said that.

SAMUEL ANDERSON, SR.: -- of this community it might be true. Thank you, sir.

MAYOR PATTERSON: Yes, sir, thank you. Thank you.

Come on up.

JOHNNY LINTON: Johnny Linton, 2025 Marvin

Avenue. I want you to hear what I'm saying. I hung
out the door of a helicopter for two years, got shot
at every day all the time. It never, I never went
to a judge. I never to anybody else complaining
about it. I live with it.

This -- he didn't do anything wrong by saying something that was on his conscience. He just said it. And it, there's nothing we can do about that, but we live in a city that the water bill is so dad gum high you can't even drink the water. You can't bathe in the water. My water bill is 190, \$200 every stinking month, we got five, six, five commissioners up here, and they go on a trip every

month, go on it every year because I went. I was it's mayor. I was city commissioner.

MAYOR PATTERSON: I helped you. I campaigned for you.

JOHNNY LINTON: Okay, but I'm tell you right now, there better be some changes or there are going to be some changes. Either there's going -- we going to change -- Jim is the best man I've ever met in my life. He goes to my church. He's a Christian, he's a leader in the church. He's a really fine person. He's got a great family, and I'm going to tell you what, there's three or four of you here that won't be here next year if you mess with him.

MAYOR PATTERSON: Thank you, sir. (Applause from audience.)

BENNY ROBERTS: My name is Benny Roberts.

MAYOR PATTERSON: Hey, Mr. Benny.

BENNY ROBERTS: And I'm the historian in this building. I served three city manager, Charlie Brock three times, Alton Ferris one time so I'm talking about, I'm talking about 26 years of service I was a city commissioner. I worked for the city for five years straightening out the ball parks and running the recreation, so I've been in the city

hall 31 years so I -- I know about what went on and who went on with it you know.

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So anyway, city managers became a problem.

Right, Mr. Mayor, Mr. Pate wanted a city manager so city managers had a lot more power in a sense than Charlie Brock. Charlie Brock was a, was the bookkeeper, and he's say right quick we ain't got the money. I mean he — if he didn't cut — he was tough. If we didn't have the money, we didn't do it. And when I left the city, we had three million dollars in Citizens Federal. In two years it was two million dollars in the hole.

You know people don't mind spending somebody else's money. It's easy to spend somebody else's money.

UNIDENTIFIED: That's right.

BENNY ROBERTS: But politicians are really kind of bad about spending somebody else's money because y'all -- and it doesn't matter if you have to borrow it. It don't matter. I mean the city -- what -- what have y'all got \$150,000, \$120,000 in debts you have to pay off for bad water bills? Y'all got that? Is that pretty correct? Is that pretty close? Yeah, pretty close. You paid off everybody. And did you ever think about this, the people that

have bad water bills that live at the beach don't live in the city of Port St. Joe, and when you take city tax dollars to subsidize somebody that don't pay his water bill, you taking my money to pay his water bill. You every think about that? You ought to think about it.

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Now this -- this situation has gotten out of hand, and I've only had three occasions to talk to this city -- city manager. Courteous, diligent, did what he said he was going to do, and then the next day it happened, you know. I couldn't not ask for any better service. And so all I'm saying is you might want to look at your own self.

And by the way, you was talking about North Port St. Joe, when I was on that board, I went, talked to the Northwest Government Development Council, and the guy came to me and said Benny, y'all wanting water and sewer, but I can get you some money for recreation, and I said how much. He said well we'll ask for 120,000, and we had just traded the — the Northside, belonged to the school board, we traded them for that baseball park over there. We gave that to the school. So we traded out. So then we had to tear our building down, but we didn't have any money to fix it up, so this buy

came by, and he said hey, if you'll ask for a grant 1 2 for that, you can get it because they on recreation 3 this year. So I went back over there, he called me back. He said we're going to ask for 120,000. We 4 5 got the \$95,000. That was a grant that went to 6 Northside that people it was, they never -- one of 7 the candidates that ran said oh, we never got any 8 grants over there. Yeah, you got 95,000. Then they 9 turned around and told -- excuse me. 10 MAYOR PATTERSON: No, sir, the three minutes up 11 on that. BENNY ROBERTS: Okay. All right, next --12 13 MAYOR PATTERSON: The next in the aisle. 14 BENNY ROBERTS: Okay. All right, next -- all 15 right, the next, next thing was we got another grant 16 for 50,000. So we -- North Port St. Joe has been remembered, I promise you. 17 18 MAYOR PATTERSON: Has what? 19 BENNY ROBERTS: Been remembered as far as --MAYOR PATTERSON: Walk over there and look. 20 21 BENNY ROBERTS: Yeah, walk over there --MAYOR PATTERSON: See if it's been remembered. 22 23 BENNY ROBERTS: What? 24 MAYOR PATTERSON: I'll say it ain't been 25 remembered.

BENNY ROBERTS: Well --1 2 MAYOR PATTERSON: You go over there and look at 3 it. 4 BENNY ROBERTS: Well you know who's running it now? Y'all threw it to the county. Amen, brother. 5 6 MAYOR PATTERSON: Right. Thank you, Mr. Ben. 7 Thank you, sir. 8 UNIDENTIFIED: Hey, from where I growed up North Port St. Joe, it is improving a great lot, and 9 that's the onliest thing I need to say. And it 10 comes from that man making things look --11 12 UNIDENTIFIED: You say it's improved? 13 UNIDENTIFIED: He's trying. It is --UNIDENTIFIED: Where you been at? 14 15 UNIDENTIFIED: It is improving. 16 You say you growed up here? I growed up here 17 too, my friend. MAYOR PATTERSON: Gentlemen, please. Yes, sir? 18 NATHAN PETERS: Yes, sir, Mr. Mayor, you know 19 20 I'm retired now at the age of 69 years old. I've 21 been a citizen of this community all my life, entire 22 69 years. I started participating in politics back 23 in 1985 when I was first elected to city commission, and I went on and became a county commissioner for 24 25 24 consecutive years. Now I do know something about

politics and the way it works.

I want to say that from 1985 when I was elected to city commissioner, I had relationships with all the board members and all the people that worked for the city, and I knew all the way up to Jim, Jim came in. I believe it was in 2012, and he's been here about six years, that long.

Now I've had relationship with managers before him, and I had relationships with him his entire six years. I'm going to tell you something, and this is the God in heaven truth, I don't know a better person that we could have in that position than Jim. (Audience applause.)

He's been honest, and he's been supportive of my community. He can't do it, Langston, he can't.

You just got there. He can't do it that fast.

Government don't work that way.

MAYOR PATTERSON: I wasn't saying that it can happen --

NATHAN PETERS: Overnight.

COMMISSIONER LANGSTON: -- overnight. I was saying that throughout the years, and you -- you was a city commissioner. It's been a while. You were the county commissioner and pretty fine one.

NATHAN PETERS: Thank you.

1 COMMISSIONER LANGSTON: But the thing about it 2 is that we've been, these past 10 years we've just 3 been deprived. I mean, and the guy said that you 4 can go over there and look at it right now. 5 only thing that we got standing on MLK is your 6 business. And I'm not saying that's bad. That's a 7 good thing because it makes people want to strive to do better, but we need more things to come in to try 8 9 to help us --10 NATHAN PETERS: Yeah but Langston, you remember 11 when Avenue A was completely tore up --12 COMMISSIONER LANGSTON: Yes, sir. 13 NATHAN PETERS: -- and they put in a new sewer 14 system in that, on Avenue A all the way down. 15 COMMISSIONER LANGSTON: Yes, sir. 16 NATHAN PETERS: And then, and then we had 17 problems with the water. Not just North Port St. 18 Joe but all of Port St. Joe had problems with the 19 water. 20 COMMISSIONER LANGSTON: Right. 21 NATHAN PETERS: And they worked with us to get 22 that fixed. We got pretty good water now. 23 COMMISSIONER LANGSTON: Uh-huh. 24 NATHAN PETERS: You know what I'm saying? 25 it takes time to do that. But I'm here to say that

Mr. Anderson, I don't know of a better person to have in that position, and I support him

100 percent. Thank you, gentlemen.

MAYOR PATTERSON: Thank you, sir. (Audience applause.)

TRAVIS BURGE: Mr. Mayor, Commissioners, I'm

Travis Burge. I live at 2011 Garrison Avenue, Port

St. Joe. Most of you know me. I've been here, I'm

telling on my age, but 60 years.

I just want to speak on behalf of Jim. I've been on the PDRB for two, maybe going on three years. Nothing but respect for Jim. Jim is a man of integrity. I've interacted with him on this board with issues, and he has brought nothing but integrity, and he has got the city's and the taxpayers of this community at heart in everything he does, and that's a fact. That's dealing with him straight.

Some of you know me, some don't. Rex Buzzett,
I appreciate the kind comments and the diplomatic
approach that he brought before you others. Pretty
obvious where the three votes are. And as I think
Brett you said earlier, the rumors and everything
else, well a little bit of that comes to light, son.
And I'm going to tell you something with each one of

you, Mr. Lowry, I've known you since you were little, you and your brother. You know that.

COMMISSIONER LOWRY: Uh-huh.

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TRAVIS BURGE: I have a lot of respect, and Brett, I'm seeing a different pretty Brett, and I'll tell you, if your granddaddy was around, he'd roll over, son.

UNIDENTIFIED: Uh-huh, that's right.

TRAVIS BURGE: That is not diplomatic what you're doing. Mr. Buzzett has brought something to the table that was ignored. He made the motion anyway. Eric, I've known your mama back, used to work years ago, what, back in the '80s, good woman. I remember when you were in her arms, and I'm going to tell you something, son, search your heart. Do it a diplomatic way. Don't come in here and be led. I feel like you're led.

COMMISSIONER LANGSTON: No, I'm not being led.

TRAVIS BURGE: I really do, you know.

UNIDENTIFIED: He the next of the Langstons. Ain't no leading.

TRAVIS BURGE: Mr. Mayor, had the privilege of talking to you a couple of days ago. My dad called you, called me over there. We had our discussion, and in that discussion I told you what some of the

rumors were that I heard because I wanted to know.

I did not know. But we have a right as citizens,
everyone in this room that's here to represent Mr.

Anderson, and we're asking you to be diplomatic. Do
not let petty personality clashes, differences spoil
your ability as mayor. I think you've already done
that, but Bo, that's wrong. What you've told me
wasn't nothing but a personality clash.

2.1

Now isn't there -- well I understand there's a process, a diplomatic process that Mr. Buzzett has brought to the table, and it needs to be followed. You don't just come in and threaten a man to resign, if that's what's true, without any due process? It's ridiculous. And the people in this community are tired of it. Don't know what's in the background behind it, if there's any motivation. I heard there was.

Mr. Mayor, I mention to you those rumors and the fact that it, Mr. Lowery had approached Mr. Anderson is the story I heard, and in that story I said you know there's others that were mentioned behind Mr. Lowry with this, and you come out with a name. And I'm not going to, let's don't name drop --

COMMISSIONER LOWRY: -- uh-huh.

TRAVIS BURGE: -- but you pretty much in my opinion told on yourself when you brought that up when you named the name.

COMMISSIONER LOWRY: I'll talk to you. That issue --

TRAVIS BURGE: I didn't name the name.

COMMISSIONER LOWRY: Yeah.

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TRAVIS BURGE: So what I, what I'd like to say just in closing, I challenge everyone of you, look at each other, search your soul, and one of you has initiated this. Somebody has. It took one. The smoke started by one of you and it went from there. So put it on the table instead of under the table is all I ask.

MAYOR PATTERSON: Thank you, sir. (Audience applause.)

GREG JOHNSON: Gentlemen, I'm James G. Greg

Johnson. I live at 128 Heritage Lane, Port St. Joe,

Florida. I had the privilege many years ago to

serve on this board and during that time I had the

privilege of working with Mr. Anderson. We had some

bad, bad economic times at that time. In fact I

remember one meeting where Mr. Weston and Mr.

Anderson and I sat down, we didn't know how we were

going to meet payroll in two years, or two weeks.

We worked hard. We called a special meeting. We got it resolved, but it was Mr. Anderson who led the charge and helped us understand where we were.

Since that time this man with his staff has created a positive balance in the city. I commend him for that, and y'all are crazy as heck if you run him off. He's the only one up there that has any idea what's going on, and if y'all lose this leadership, you going to be on a slope that's going to go downhill so fast a freight train couldn't stop it.

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So I'm asking you to reconsider. Do like what some of the other speakers have said, talk to the man. If you have issues, work them out like a normal human being would do that runs a successful business.

operating it like two kids with a baseball. I -it's got to stop. It -- I had a very intelligent
man one time tell me, Greg, don't ever criticize
somebody in public. You criticize in private. You
praise in public, but I can't do that with y'all
today because I'm not happy with you. I -- I too
believe that there's something going on behind the
scenes that has caused this. Mr. Anderson has
stepped on somebody's toes by telling them what the

charter says and what his marching orders adopted by y'all says do. I honestly believe that. And sometime since I got off this board y'all initiated a, an increase in your compensation to cover your cell phone usage. If I'm not mistaken, each of you get a stipend each month for your cell phone. Is that correct?

MAYOR PATTERSON: Sure.

2.4

GREG JOHNSON: Well today I'm formally requesting under the Florida Statute No. 10 Chapter 119 Section 11901 a copy of everyone of your cell phone bills from May -- April the 1st in 2011.

(Audience applause.)

MAYOR PATTERSON: All right let's hold it down please. Yes, ma'am?

LINDA TESHUTTI: I'm Linda Teshutti, Port St. Joe, Florida.

First of all, we should have prayed because there's enough heat in here to start a fire, so we need Jesus. That's who we need, and all I have to say is that I've known this man since he was in second grade, but there is a lot of people that I know. I want everybody to deep inside dig in your heart. Ask God to watch over you because a lot of people are not right. If you do what's right in

your heart, we wouldn't be having this meeting today.

You people have got to change, myself as well. Get your heart right and stop doing favoritism for one and not the other one. Get it right with God.

MAYOR PATTERSON: Thank you, ma'am.

UNIDENTIFIED: Amen.

MAYOR PATTERSON: Yes, sir?

QUEN LAMB: My name is Quen Lamb. I live at (inaudible).

AUDIENCE: We can't hear.

MAYOR PATTERSON: Talk up a little bit.

QUEN LAMB: Quen Lamb, 1203 Palm Boulevard.

I at one time was director of People Helping
People program, and I had many opportunities to deal
with Jim in helping people with their — their fuel
bills, with food, et cetera. Not once did I ever
have a rejection by Jim or a problem with Jim
relative to bringing a citizen's problems to him.
He worked with me. He was cooperative. He was
understanding of the people's problems. As a matter
of fact, yesterday I went to the north side and got
some petitions signed in favor of supporting Jim,
and I don't know how many people remembered me and
said to me how wonderful Jim was in helping get the

problems solved. And he was absolutely understanding. I don't think we ever had an argument. We may had a disagreement on -- on what figure to arrive at, but he was absolutely outstanding. And I would back that lady that just spoke before me that in my 82 years of living I cannot believe what I'm seeing or hearing this morning.

2.1

I have owned companies. I have run companies, large companies. Never, I hope never in my day would we have ever treated an employee as you people are treating Jim this morning. It's disgusting, and you need to really step back and take a look at yourself, but my support goes for Jim 100 percent. So thank you very much.

MAYOR PATTERSON: Thank you.

CHARLES GILBERT: Charles Gilbert, 118 Liberty Street. I'm here -- I'm not supporting, but I am supporting but the fact of it is I think we here for the wrong reason because the fact it shouldn't be about Jim. It should be about policies and procedures.

Now if we were going to have, and yeah I can say this, former employee of the city of Port St.

Joe running recreation department for a long time,

and, but policies and procedures if we had them in place, we wouldn't be here doing this today.

Because first of all, if you had a grievance with

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whoever then you got a grievance committee that it should have went through them to see if you had just cause even to be here today.

Now my thing is this, I'm also a preacher in this community. I've been one for over 32 years. I don't care what you say he said, because everybody got a story to tell, and everybody going to make their side look as best as they possibly can. But the fact of the matter is, I don't care who it is, everybody is due process of being fair. And you guys sit here, like I said you here to represent the people.

Now I will agree that I heard some stuff about the grants. Oh, I know a lot of grants done come, but I know that they went, they came in one area and then they went somewhere else to put pipes somewhere else and it was named something else. Yeah, I do know that too, but like I said, I'm not here for that today.

The city need to have -- do you have a policy in place how you deal with employees? Has anybody looked at his jacket? From what I heard, his jacket

is perfect. Did he get reprimanded any time? Did anybody write him up for insubordination?

2.1

See what I'm saying? This what I'm saying, we -- we can, yeah, we can get a cause because I don't care who you are, if you can get enough people supporting you it will make a lot of people change their minds, but if you do things from your heart and your mind that when you go home at the end of the night, you can rest in peace. You're not going, you're not going to make everybody happy, but you know what you did when your heart was the best decision that you was making for the people, not because I'm mad at Mr. Langston, not because I'm mad at Mr. Bo. I'm not here for that. I'm here simply stating that the city need to have some type of policy in place so that they can deal with the employees.

What I'm seeing, and this is the way I feel, the city will work you all their, your life, and when the time for them to stand up for you, you ain't, you're out on a boat by yourself. So my thing is before you want to do what you're doing, I think we need to kind of regroup and look at the situation from your heart and see if it's justified. It may be. I don't know what happened. I'm not

going to get into you said he said, but it may be that he might need to be wrote up but why? Is it bad enough to terminate a man? This man — and I'm saying whoever, if they got a family, they got to feed people, and you get mad at me because I tell you or come up with or say something that you don't like, and you just get rid of me, that's — you know with I'm saying? Because I don't care who you are we're going to have some differences, and the most sacred place you can have is in the church, and you have differences there. So I don't care where you go you're going to have differences but it's the way you — it's all depending on how you handle your differences.

So, and like I said that's what I'm hearing.

I'm not seeing Mr. Anderson, I'm seeing the problem.

And this problem, if you do -- do it with him, you
do with other employees, and you don't have a
guideline, you're going to have this issue from time
to time, but if you've got a guideline of procedure,
they need to be followed and they need to be
followed for everybody.

MAYOR PATTERSON: Thank you Charles.

SANUEL ANDERSON, JR.: I'm Samuel Anderson, Jr, 521 9th Street. I've lived here for 32 years, my

entire life, and Mr. Bo, I say with all respect, Mr. Bo, honestly I have some questions about you but that's not what we're here for. I'm going to comment toward you saying that Mr. Jim got hostile with you in the office per se.

MAYOR PATTERSON: Yes, sir.

2.1

SANUEL ANDERSON, JR.: I have a four-month old daughter that I love with all my heart. I would die for her. If I ever had to leave her with somebody outside of my family, Mr. Jim would be the first person I would leave them with. Do you think I would leave him, leave her with him knowing that he has a hostile mean attitude or anything like that? I don't think so. That's -- that's towards your reason why you feel like you're -- you're threatened by him. I wouldn't do that.

Brett, I — I grew up watching you, you know high school. I wanted to be your friend, wanted to talk to you and everything else. I mean for you, for you to being up here on this board and for somebody in this audience to ask you a question, you got a I ain't got no response for right now, when you put that, when you put that name and that tag in front of you, you got to respond to us when we ask you a question. I'm sorry, that's part of the job.

Bo said it hisself, our code enforcement officer needs to find another job, well if you can't answer the questions that are brought to you, maybe you need to find another job. I hate that. I'm sorry but that's the way it is.

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I mean, Mr. Langston, I understand completely where you're coming from. I've got plenty of friends over there. I'd do anything in the world for them. Love them to death, but it takes time.

And I understand where you're coming from but it takes time. It takes effort. It takes blood, sweat and tears and it will come. I promise you, it will come. All you got to do is work and be patient.

But Mr. Jim, he's a fine man. He works hard. I see it day in and day out. I'm around town all day every day five days a week.

Mr. Buzzett, he put a good thing on the, idea on there, everybody's talking about it. I don't think we've had one person come up here and say yeah, Mr. Jim needs to be gone because nobody believes it. If you've got a personal vendetta with him after hours, you need to pull him to the side and Mr. Jim, can I talk to you, and we'll hash this out like two grown men and not like a little kid in the candy, in the play, in the playground. That's

the way I feel about it.

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Now he hasn't done his job, it's your job as his bosses to get rid of him, to come to him and say hey, I've been pulled off to the side on the my jobs plenty of times, hey, you need to work on your attitude. Hey, you need to work on your productivity, you know? Hey, they gave me a chance. Guess what, I heard it loud and clear. I kept my job. I'm going to keep my job just like Mr. Jim will and that's all I got to say about that.

MAYOR PATTERSON: Thank you.

BARB VANTRESE: My name's Barb Vantrese, 1311
McClellan Avenue, and I want to thank you
commissioners for having a meeting. I wish it
wasn't under these circumstances.

Bo, you have worked and helped me out with some problems, and I do appreciate that, but Mr. Anderson has come to my aid when I came to him with a sign problem for the Humane Society. We had to go through state. We had to go through city, and we had to go through county. He took me step by step for weeks to get this thing done because of his knowledge of what he needed, what I needed. I'd go to him, and he'd say no, Miss Barb, this isn't right. You've got to have it this a way, and I'd go

back and get it done, bring it to him. He is somebody that replacing him is going to almost be impossible for the knowledge that he has had for the years that he has served this community. Thank you. Thank you, Jim.

MAYOR PATTERSON: Thank you, ma'am.

STEVEN WOMACK: Good morning. I'd like to thank the -- the Star first for announcing this meeting in the paper. It wasn't on the city's web page on the -- it was not on the city's web page for an announcement on the city resources. I suppose the only way you would know about this is either through the -- the citizens' network or to go to the city hall and happen to see the flyer that you post so --

MAYOR PATTERSON: I don't know why it wasn't on the website.

STEVEN WOMACK: Well I -- I don't know either.

MAYOR PATTERSON: You know, we don't put it there.

STEVEN WOMACK: I know. There's a lot of stuff that's not on the web page that it should be, but that's -- that's not on topic so I'll leave that alone.

MAYOR PATTERSON: Sure.

1	STEVEN WOMACK: I'd like to thank the citizens.
2	You know, I my wife
3	MAYOR PATTERSON: Sir, you have to turn and
4	talk to us.
5	STEVEN WOMACK: Oh, yes, sir. Yes, sir. Oh,
6	no, I can't talk to them? No.
7	MAYOR PATTERSON: You address us.
8	STEVEN WOMACK: Yes, sir. Yes, sir. Well I'd
9	like to
10	MAYOR PATTERSON: But if you can talk loud
11	enough
12	STEVEN WOMACK: Yeah. I'd like to thank the
13	citizens for being here. I'd love to see this many
14	people here every other Tuesday night to see what
15	you're doing every single meeting.
16	Mr. Langston, at the last meeting you voted yes
17	for an \$8,000 paint job on the, on the locomotive.
18	COMMISSIONER LANGSTON: I think we all voted
19	yes.
20	STEVEN WOMACK: Yes.
21	COMMISSIONER LANGSTON: Okay
22	STEVEN WOMACK: So
23	COMMISSIONER LANGSTON: so what's the
24	problem?
25	STEVEN WOMACK: if well if you wanted to

1 help certain areas of Port St. Joe, namely to the 2 north, you might have voted no. COMMISSIONER LANGSTON: Well if you was there 3 at the meeting, you -- you would --4 5 MAYOR PATTERSON: All right now. All right. All right. 6 7 COMMISSIONER LANGSTON: -- you would have saw where we got some beautification coming out MLK --8 9 STEVEN WOMACK: Absolutely, I was at that 10 meeting where the \$4,000 --11 COMMISSIONER LANGSTON: Well why didn't you 12 say -- why didn't you say, why didn't you say 13 anything about that? 14 (Audience interruption. Mayor hitting gavel.) STEVEN WOMACK: Well --1.5 16 MAYOR PATTERSON: Everybody be calm. STEVEN WOMACK: -- because -- because 17 18 single-source contracts not bid out someone --19 everybody says yes to you, you say every --20 everybody says yes to everybody else. It's -- it's 21 a mutual admiration society up here and you're 22 saying yes to each other. 23 COMMISSIONER LANGSTON: Okav. 24 STEVEN WOMACK: More specifically I'd like to 25 thank the press for being here. That's outside

standing because we want people to see what you're doing.

Mayor meeting with individual commissioners or city council members, if a mayor or a member of the council has a voice in the decision making through the power to break tie votes, meetings between the mayor and a member of the city council to discuss some matter come, which may come before the city council are subject to the Sunshine Law.

MAYOR PATTERSON: Uh-huh.

STEVEN WOMACK: So when one or more of you, two of you get together outside of this meeting without that meeting being open to the public, that reasonable notice be given and that the minutes of the meeting are to be taken and promptly recorded then that's a violation of the Sunshine Law. As discussed by some of the other citizens present today, it seems or appears, and it may be hard to prove, that certain members of this board got together, I hate to use the word colluded, and decided that somebody had to go, and for what reason?

We've already acknowledged through the citizens present that Jim is a fantastic person. He's a great manager. My estimation of this is

1 specifically that he said no or is not onboard with 2 certain members of this board to spend certain 3 monies, and so you are going to get rid of him and 4 put in a yes man who is going to then say yes to all 5 the monies that you're proposing to spend. And 6 there's at least three of you that have colluded and 7 have met and talked outside of the public, the 8 Sunshine Laws, in order to spend other people's 9 money, our money. And I can't prove it yet, but I'm 10 here to tell you, and these people know, the 11 motivation for all this is not Jim. It's not you, 12 it's money. Come back Tuesday. 13 (Audience applause.) 14 When's the next meeting? 15 MAYOR PATTERSON: Tuesday. 16 STEVEN WOMACK: Tuesday, what time? 17 MAYOR PATTERSON: Six. STEVEN WOMACK: And I expect all of you to be 18 19 here to keep the, these people honest. 20 MAYOR PATTERSON: Thank you, sir. All right, 21 anyone else? 22 PHILLIP McCROAN: Mayor, commissioners --23 MAYOR PATTERSON: Yes, sir. 24 PHILLIP McCROAN: -- I served on this board for 25 four years. Bo, I served a many a meeting with you.

1	I'm going to tell you, Bo, what you're doing this
2	morning to this man is wrong. In four years that
3	I I served on this board this man never once
4	disrespected me.
5	MAYOR PATTERSON: Come on now.
6	PHILLIP McCROAN: Bo
7	MAYOR PATTERSON: You talked to me.
8	PHILLIP McCROAN: Bo, me and you's talked about
9	this.
10	MAYOR PATTERSON: I know, but you was mad at
11	that man so much you wanted him gone
12	PHILLIP McCROAN: No.
13	MAYOR PATTERSON: at one time.
14	PHILLIP McCROAN: No, I did not.
15	MAYOR PATTERSON: Okay.
16	PHILLIP McCROAN: Bo, you're lying.
17	MAYOR PATTERSON: Oh.
18	PHILLIP McCROAN: Listen to me, Bo.
19	MAYOR PATTERSON: Me and you were friends. I
20	ain't lying about this. I promise you.
21	PHILLIP McCROAN: Did you not promise me you
22	would not call a special meeting?
23	MAYOR PATTERSON: No.
24	PHILLIP McCROAN: Yes, you did, Bo.
25	MAYOR PATTERSON: I did not. I told you I

1 would not make a motion, and I would not accept --2 PHILLIP McCROAN: No, you promised me you would 3 not call a special meeting, Bo. 4 MAYOR PATTERSON: When I got out of, those 5 phone calls Wednesday afternoon with all the 6 innuendos that I knew were not true, some people 7 putting texts on there and -- and you know about 8 this incident where there was three votes to pay a 9 man \$7,000, and if we did it, so Miss Charlotte 10 would resign, that is the biggest lie I ever heard. 11 You know what happened. 12 PHILLIP McCROAN: Bo, that has never --13 MAYOR PATTERSON: You know what happened. 14 PHILLIP McCROAN: Wait a minute, Bo. Are you 15 saying I said that, Bo? 16 MAYOR PATTERSON: 17 PHILLIP McCROAN: I never once said that. 18 MAYOR PATTERSON: Said what? 19 PHILLIP McCROAN: We're not going to go into 20 that. I'm not, I'm not about bashing anybody. What --21 MAYOR PATTERSON: 22 I know, but you know, but you 23 know what happened. 24 PHILLIP McCROAN: What happened --25 MAYOR PATTERSON: We had five yes votes now.

PHILLIP McCROAN: I'm going to stick to the facts. I know this man.

2.2

MAYOR PATTERSON: I know, but I don't like you putting lies up there.

PHILLIP McCROAN: Bo. Listen, Bo, this man — we had disagreements. Don't get me wrong. Me and Jim had disagreements. We never agreed on everything, but there was a point in time when the city could not even pay its bills. This man steadied the ship, Bo. He has financially managed this city beyond belief, I'm telling you.

Commissioner, I served with Commissioner

Buzzett. He knows what I'm talking about. This man
has done a -- a yeoman's job. And for y'all to
railroad this man like y'all -- Brett, I -- I don't
know what to say, Brett. I am so disappointed right
now. I sat in that seat where you're sitting. You
have, you have thoroughly disappointed me this
morning. And Eric, I'm going to tell you one thing,
Jim Anderson does not make policy. Y'all make
policy. What gets done, y'all drive the policy.
And if there's projects to get done, y'all drive
those policies. It's not up to Jim.

He's listening to five bosses and that's the tough -- hardest job any man will ever do, I'll

leave it at that. 1 2 MAYOR PATTERSON: Thank you, Phil. 3 (Audience applause.) 4 All right, does anyone else want to speak? 5 right, so where we at? MR. ALBRITTON: The only action item the 6 7 commission can take as I've previously said pursuant to Section 34 at this time is there cannot be a 8 9 termination of employment. The only other action 10 leaving is suspension. That's what Section 34 says. 11 Or adjournment, those are the only options. COMMISSIONER BUZZETT: I want to instruct and 12 ask the board to not consider that option. We've 13 14 got a good man running the ship. Let's let him run 15 it and due process play out. 16 COMMISSIONER LANGSTON: I think that we 17 shouldn't suspend him right now and let him stay in the job he's in until he have his say in court or 18 whatever until we can discuss it any further. 19 20 MAYOR PATTERSON: Is that a motion? 21 COMMISSIONER LANGSTON: I'm talking right now. But if --22 23 (Audience can't hear Commissioner Langston.) 24 MAYOR PATTERSON: They can't hear you. 25 COMMISSIONER LANGSTON: I'm sorry. I'm sorry.

I feel like we shouldn't suspend him right now. should leave him in the position where he can continue his job and until he have due process, and we feel can we step back and see what -- what the next step is. I'll make that a motion. COMMISSIONER BUZZETT: Second. MAYOR PATTERSON: All right, we've got a motion on the floor, we got a second. Any discussion? All in favor say aye. (All commissioners say aye.) The motion carries five zero. I need a motion to adjourn. COMMISSIONER ASHBROOK: So move. MAYOR PATTERSON: So moved. We're adjourned. (Meeting concluded at 11:30 a.m.) 

STATE OF FLORIDA COUNTY OF BAY REPORTER'S CERTIFICATE I HEREBY CERTIFY that the foregoing is a true and accurate excerpt transcript of the Port St. Joe City Commission emergency meeting held May 11, 2018, in Port St. Joe, Florida, regarding City Manager Jim Anderson. I FURTHER CERTIFY that I was authorized to and did transcribe the proceeding and that the transcript is a true and complete excerpt record of my stenographic notes. DATED this the 13th day of July 2018. Gertrude B. Downs 

1	PORT ST. JOE, FLORIDA CITY COMMISSION
2	SPECIAL MEETING 302 19TH STREET
3	MAY 15, 2018
4	
5	Transcript of Port St. Joe, Florida, special meeting held
6	May 15, 2018, in Port St. Joe, Florida, 6:00 p.m 7:40
7	p.m. Reported by Lisa H. Bewley
8	
9	APPEARANCES:
10	Bo Patterson
11	Mayor-Commissioner
12	Eric Langston Commissioner Group 1
13	David Ashbrook Commissioner Group 2
14	Brett Lowry
15	Commissioner Group 3
16	Rex Buzzett
17	Commissioner Group 4
18	J. Adam Albritton, Esq. 2901 W. 11th Street
19	Panama City, Florida 32401
20	
21	
22	
23	Gulf Bay Reporting
24	P.O. Box 2131 Panama City, Florida 32402
25	(850) 769-4853 1-800-761-4853

THE MAYOR: Ladies and gentlemen, before we get our meeting started tonight, I'd like to have the Chief of Police lead us in the Pledge of Allegiance, and I'd like to have Mr. Pat Floyd say the prayer for us.

(Whereupon the Pledge of Allegiance was recited by the audience members and prayer followed.)

THE MAYOR: I now call this meeting of the City of Port St. Joe City Commissioners to order.

COMMISSIONER LOWRY: Mr. Mayor, do you mind if I say something?

THE MAYOR: No, go ahead. Go ahead, Commissioner.

COMMISSIONER LOWRY: I just want to address the issue on Friday. This is coming from me personally in regards to Jim. And I'd like to read it to you.

I want to take the time to thank the citizens who are here tonight and were here on Friday, and those who are not here but show their love and commitment to this city on a daily basis. I can assure you that I take each and every issue before this city seriously. And I want the absolute best for the city. After having met with Mr. Anderson a few times after Friday's meeting, along with being able to spend the weekend to consider the input of

all who spoke, all that I have spoken to Friday, and would like to state at this time that I would not be in favor in terminating Mr. Anderson's contract.

And I will not be asking to schedule a formal hearing on this matter.

With that said, there are some items which Mr. Anderson and I are working through. I believe both Mr. Anderson and I can improve the long-term viability of the city by improving how we all work together. I will strive to effectively communicate the issues I have with the operations of the city with Mr. Anderson. And I believe after recent discussions, I feel very confident that we have found common ground in moving forward. I appreciate the hard work of Mr. Anderson. And I look forward to moving the city of Port St. Joe forward in a positive and productive manner. Thank you, Mayor.

COMMISSIONER LANGSTON: I'd like to say something myself.

THE MAYOR: Go ahead.

COMMISSIONER LANGSTON: I've had a chance to think about a lot of things. Over the weekend I went and talked with Jim, Mr. Anderson. We've been friends for a long time. We sat down and we talked for about 30 minutes. And I told him about some

goals that I wanted for north Port St. Joe. I believe he's committed to working with me to achieve those goals. And I'd like to say that I thank everyone for coming out. The things that you said, I really thought about them. It means a lot to me to be a voice for the entire city of Port St. Joe, but also north Port St. Joe. And I still -- I don't take back me saying that we've been deprived because it's real. I mean, if you ride over there and look at it, I mean -- but we have to be motivated. And I believe that if we continue to work together that that motivation will come. You know, it's just going to take some time and some hard work. And we've got some good people that's working over there real hard. So I just -- that's all I have to say.

THE MAYOR: I will piggyback onto that just to say that I know Mr. Anderson to be a fine husband and a fine man to his children. There's no doubt about it, he is. The problems we have have probably been personal, personal clashes that we had that weren't handled the right way by neither one of us. But I at this time do not want Jim Anderson to lose his job. I never did vote for him to lose his job. And tonight I say to Jim Anderson and to everybody in this audience, we need to move ahead, get past this

and work on City business. And that's all I've got to say about it.

COMMISSIONER LANGSTON: Can I say one more thing, Mr. Mayor?

THE MAYOR: Sure.

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COMMISSIONER LANGSTON: I'd like to take into account what Commissioner Buzzett said. Let's have a workshop and try to work some of these wrinkles out. I mean, let's put it out there and strive to work together. And let's have a workshop and try to work some things out and move on. I think that would be a good idea.

COMMISSIONER ASHBROOK: Absolutely,

Commissioner Langston, I think that -- Pastor

Gaithers (ph) I think spelled it out perfectly for

us. There has to be some kind of system in place

where we can let our staff know what we expect and be

able to follow up and make sure that that's

happening. And I do believe that we can work all

that out very easily by using other cities as a

model. So I look forward to that workshop.

THE MAYOR: Thank you, sir. Anyone else?

CITY ATTORNEY: Mayor, before you move forward,

I believe it was left last Friday, moving forward,

with the formal hearing that was requested by

Mr. Anderson. And it's been brought to my attention that's where we left off. So with that being said, if the Board's intention is not to have a formal hearing, I believe we should formulate that into the form of a motion, second and have the Board vote. Which would be proper procedure based off of what my understanding of where the Board was left at on Friday. THE MAYOR: All right. Could I get a motion by

anyone?

COMMISSIONER ASHBROOK: So moved.

THE MAYOR: I have a motion from Commissioner Ashbrook. Do I have a second?

COMMISSIONER LOWRY: Second.

THE MAYOR: Second by Commissioner Lowry. in favor say Aye.

THE BOARD: Aye.

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THE MAYOR: Motion passes 5/0.

CITY MANAGER: I just want to thank the City Commission today. We have had discussions. I've met with Mr. Lowry, I've met with Mr. Langston. had some good conversations. And for the betterment of this community, we're all going to work together. We're going to have some workshops. We're going to come up with some formulations, some ideas so we can

do the will of the people of this town. So thank you 1 2 Commission. Thank you City of Port St. Joe. 3 THE BOARD: Thank you. 4 All right. And we'll get to our THE MAYOR: 5 agenda. 6 MR. WOMACK: Is there any room for discussion 7 from the crowd about this, what just took place? 8 THE MAYOR: Not at this point. We'll have crowd 9 discussion at the end of the meeting. 10 MR. WOMACK: All right. 11 THE MAYOR: Our regular Commission on 5/1/18, I 12 hope everyone had a chance to look over those 13 minutes. And I need an approval in a motion. 14 COMMISSIONER BUZZETT: So moved, Mayor. THE MAYOR: We have a motion from Commissioner 15 16 Buzzett. 17 COMMISSIONER LANGSTON: Second. 18 THE MAYOR: We have a second from 19 Commissioner Langston. All in favor say Aye. 20 THE BOARD: Aye. 21 THE MAYOR: The motion carries 5/0. 22 Port St. Joe Redevelopment Agency. Bill, you 23 here? 24 COMMISSIONER BUZZETT: He's not here. 25 further for the Board since the last meeting.

THE MAYOR: Nothing to report, okie-dokie. Moving right along to our City Attorney.

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CITY ATTORNEY: Yes, Mayor. Starting with the Florida Coastal Conservancy Agreement. Last month, Mayor, I had informed the Board that I would draft up a licensing agreement between the FLCC and the City of Port St. Joe, which I did and provided to the Board, which is in the agenda packet. It has been brought to my attention that the FLCC would rather go straight to the Department of Interior pursuant to the clause in the quitclaim deed. As of just prior to lunch today, the attorney for the FLCC provided me with a concession agreement, which is a form agreement that the Department provides in situations like this. At this time the licensing agreement which you have in your agenda packet, if they're not going to agree on, there's no point to vote on. that said, I think it would be prudent to follow what the deed restriction says in this and let's go to the Department of Interior and ask what they will To do that we have to provide some framework of what the City is asking. We can't just say will you approve a lease. There needs to be some defined term specifically. The next big issue I believe would be for the maintenance and upkeep,

who's responsible where and when. Generally, the concession agreement that was provided just before lunch to me, I've made -- I reviewed it quickly and made a few changes. I think there are some other changes that could be made by myself. But I'm going to need some input from the Board. Because I can change some of the legal words and play lawyer on the document, but at the end of the day, I need to know some basics like term and who's responsible for what repairs. I would suggest to the Board that at this point there's really two options. One is the Board can give me at this time some feedback as to what to include in the concession agreement as far as term and responsibility for repairs and upkeep. We can provide that to the Department, agenda this item for the next regular meeting, come back. And if between that time there's -- the Board would like to see additions, corrections, deletions, I can send an amended request to the Department. The other alternative is that we table this issue, and the Board reviews the concession agreement as it stands now and allows me more time to review it myself and we come back next month. And at that time, hopefully, we'll have something ready in its final form for the Board. Ultimately, either way I'm going

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to need some direction as to lease term and responsibility for the maintenance and upkeep. And I'm not necessarily looking at the maintenance and upkeep as lightbulbs and air conditioner filters. I think everybody can agree that will be on the — to use the laymen's term — tenant here. But HVAC, other instrumentalities of that building, who's going to be responsible at what level. \$500 is a major repair, would that be the City's responsibility. And would the City be forced to make that repair. All those things need to be considered. And I have to have the Board tell me — direct me on those issues. Once I have that direction, we can really go to either Option A or Option B as to where to take it from there.

THE MAYOR: What's the wishes of the Board?

COMMISSIONER ASHBROOK: Mr. Mayor, I'd be more comfortable -- I just saw that concession agreement myself around one o'clock this afternoon. And I really haven't had time to dig into it. I'd be hard pressed to make any decisions today. I think that we should think about it until the next meeting. Let's table it and put eyes on it and get more advice from our attorney.

THE MAYOR: Do you want to put that in a motion?

COMMISSIONER ASHBROOK: I will put that in the form of a motion. Let's table this issue until next week.

COMMISSIONER BUZZETT: Second for discussion.

THE MAYOR: We've got a motion from Commissioner Ashbrook, a second from Commissioner Buzzett for discussion.

CITY ATTORNEY: Just for a point of reference, we don't have a meeting next week.

COMMISSIONER ASHBROOK: I'm sorry. Next meeting.

COMMISSIONER BUZZETT: Adam, with this motion do you still want input from us concerning the lease, the length of term, maintenance of, the type of agreement. Would you still like to get that from us tonight?

CITY ATTORNEY: Yes, Commissioner. There are a lot of things I can do just based off what's standard and what's in the best interest of the City. There are a few things that I just -- I have to be informed by what the Board's desire and interests are. One of those would be the term. The other would be the maintenance and upkeep of the major items. So I would like some feedback. Obviously, that's up to the Board on how they want to pursue it going

forward. But until I know what to put in this agreement, I'm sure the Department is going to tell me that they're going to want to see some specifics.

COMMISSIONER BUZZETT: Exactly. And the lease agreement that you presented to us is basically 18

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months commencing today I think. I made reference last meeting that I was comfortable with 12 months. I can get along with 18 months of the 60 days.

Basically everything in this lease, that's the way it's written. And I think it's \$500 for the upkeep

CITY ATTORNEY: Correct, Commissioner. And when you're saying "lease," I presume you're referring to the license agreement, which --

COMMISSIONER BUZZETT: License, yeah.

and maintenance and also at our discretion.

CITY ATTORNEY: -- I provided. Yes.

COMMISSIONER BUZZETT: I think most people here tonight don't really know what's going on. But basically we can't lease any of the keepers quarters or Eglin. We can grant a license. Only the Department of Interior can — can grant that I think.

CITY ATTORNEY: The Department of Interior will have to approve of the usage if it's to sell, lease or sign.

COMMISSIONER BUZZETT: So that's -- I guess that

would be my two cents worth.

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COMMISSIONER LOWRY: I'm fine with the 18 months as well. And I'm also fine with anything under \$500. Anything major would be on us, as you have it written, if everybody is fine with that.

COMMISSIONER BUZZETT: I'm fine is it.

COMMISSIONER ASHBROOK: My biggest fear, the reason why I'd like to table it, and you can probably answer it. My biggest question today, is there still an out. If we happen to get a call saying that the lens is ready and we need to ask them to leave, is that still an option?

CITY ATTORNEY: What I drafted the answer would be yes. The concession that I have currently, there is no explicit out that I saw. Again, I just got the agreement right before lunch today. So if I'm wrong please excuse me, but from what I saw "no" would be the answer to your question.

COMMISSIONER BUZZETT: I think really think we have to have that. Because the whole point of having that down there is to display that lens. So when they get the money to put it in there, we need to go forward with that.

COMMISSIONER LANGSTON: I've got a question. What if the lens hasn't got fixed after the  $18\,$ 

months?

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THE MAYOR: Is there a renewable clause?

COMMISSIONER LANGSTON: Yes

THE MAYOR: Is there anything renewable in there about after the first 18 months, if the lens hasn't come in?

CITY ATTORNEY: Well, as of right now the concession agreement that I was provided doesn't have a term. But there is — there is no renewable language in there. But any contract can be — I mean, you can renew any — and again, to piggyback off Commissioner Buzzett, this is — essentially what we're working out is a lease. We can get into the legal technicalities and concessions and license. But essentially it's a right to use the property. And the Commission, certainly, at the end of the term could vote to extend it by however many months if there's a willing party that wants to be in that building, meaning the FLCC wants it extended.

COMMISSIONER ASHBROOK: Would we have to go back to the Department of Interior for that permission?

CITY ATTORNEY: I believe I would suggest to the commissioners that, you know, as long as the scope doesn't change, more than likely not. But that is a conversation I can have with the Department of

1 Interior, if the commissioners would so like. 2 COMMISSIONER LOWRY: I agree with that. 3 THE MAYOR: All right. We have a motion and a 4 second. All in favor say Aye. 5 THE BOARD: Aye. 6 MS. SWINDALL: Excuse me. Can I just say a 7 couple of things about that, about --THE MAYOR: Yes, ma'am. Come on up. 9 MS. SWINDALL: Thank you. 10 THE MAYOR: We've already voted, but come on up. 11 MS. SWINDALL: I know. I just want to clarify 12 some of the things because I don't think 13 Mr. Albritton is clear. We spoke with John Barrett, 14 (ph) who is the program manager for the Federal PERC 15 and Land for the Southeast Region. He's the guy 16 whose name is on all of those documents that were 17 sent when the property was transferred to the City. 18 And he provided us a template for a concession 19 agreement. So it was basically just a fill in the 20 blank, this is what you do if anyone wants to come 21 in, any third party like a non-profit, like us, or a 2.2 historical society or food vendor, anyone, if they 23 want to operate in a structure like this, this is the 24 template to follow. So we went through and we filled

in the blanks. And there are probably a couple of

things that needs to be, you know, added in there. And anytime any change has to be made to it, it does have to go back to Mr. Barrett's office for approval. So we did get a lot of clarification by just going straight to him. So I think that kind of erases some of the ambiguity of who can do what and what's what. So we had a lot of clarity of that. So I just want to say a couple of things about the term. Because we will be in there fixing this stuff up, and we have to consult with the State Historic Preservation Officer for everything that we do in there. And knowing we have a lots of far think only that. And knowing the pace that government moves, we -- I feel like a good solid six months to fix the place up would be fair. And then an 18 month operating period after that to operate as the Sea Turtle Center because we're going to have to consult with this office and the state. We're going to try to get some grant money to do some things and fix that house up. And that's to the benefit of not only us, but the City. It's your building. It's our building. We're doing this for the city of Port St. Joe. And then ultimately, the Historical Society when they move in there. think it would be fair to have a six month fixer-upper period for the house and then followed by

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18 months afterwards to operate. and so, you know, I -- that's just kind of what we think about it. then as far as the maintenance, he said \$500. We'd like to see that at 250. Maybe we can meet somewhere in the middle. Because it is an old building. it does belong to the City. And if we're in there -and at any given time something can go out and we have to put \$500 into it, and then you can kick us out next month, I just don't think that's very fair. So we're, you know, just -- those are the couple of things that I wanted to say about that when you're thinking about this. But, yeah, I think pretty, though, the format of this agreement has been set. Mr. Barrett's aware of, you know, that we're doing this here. And he's been -- he was very helpful and gave great guidance. And so I think we're on a path now to actually getting something in that house. It's been sitting empty for three years. So I just would like to keep the momentum going. Because it's going to be a great thing for the city really. you very much. I appreciate it. THE BOARD: Thank you. MS. SWINDALL: Thank you, Adam. THE MAYOR: All right. AUDIENCE MEMBER: Can I say something, please?

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THE MAYOR: Yes, ma'am, come on up.

AUDIENCE MEMBER: Thank you. Well, I came tonight on behalf of the Historical Society to approve the license that Adam had prepared.

THE MAYOR: Speak up a little bit. They can't hear you.

AUDIENCE MEMBER: I'm sorry. I had came on behalf of the Historical Society to put our backing behind the license agreement that Adam had so graciously worked out for us.

AUDIENCE MEMBER: You need to speak where folks can hear you.

THE MAYOR: Is that microphone working?

AUDIENCE MEMBER: Yes. Anyway, we agreed with the provisions of the license agreement that Adam worked up. I too have not had much time to look at the concession agreement. But there were a couple of things that kind of stuck out to me. And one of those was that they planned to open a giftshop. Now for those who may not be aware of the arrangement at the Lighthouse, the Historical Society runs the Lighthouse for the City. The Historical Society receives zero income from either the Lighthouse or the giftshop. The funds from those two places go back into the Lighthouse. We're going to have

another giftshop right next door to us that is going to impact the amount of funds that's going to be available. Now we've operated in the black for the last two years barely. But our agreement was that as long as we could operate it in the black, we would operate it. So I need you to be aware of that. we have competition for the dollars that come into that park as far as giftshop dollars are concerned, then we may have -- we may have some other issues. We mentioned that there was no provision for a notice to vacate. I appreciate you bringing that up. not there. I believe that's appropriate in here. And, of course, we had estimated that it would take us about 18 months to raise the money to display the I would say to that we have a historic treasure there. Our lighthouse was the only light in the state of Florida that was intact, which meant the a lens was there, the mechanism, the clocking mechanism, everything was there. And we don't want to lose that obviously. So we will be working diligently to raise that money. So I would propose that perhaps we give them the 18 months. And then if we have not raised the money, then it would be renewable after that until such time as we have the money to do the display of the lens. But we really

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need that out clause. Thank you.

THE MAYOR: Yes, ma'am. Please sign in for me.

MS. SWINDALL: So I'm going to cut into your sea turtle artwork sales?

AUDIENCE MEMBER: I'm sorry?

MS. SWINDALL: Is that going to cut into your sea turtle artwork sales?

AUDIENCE MEMBER: Excuse me. She has a question about sea shell -- sea turtle artwork. We were donated artwork by a local lady who gives her artwork to non-profit organizations for them to make money. It just so happens some of them were turtle pictures. I have not sold a one of them. But, yes, I do have them because they were donated to us as a non-profit.

THE MAYOR: All right. Thank you, ma'am.

Yes, sir, Mr. Pat. Come on up.

MR. FLOYD: Thank you.

Thank you for the opportunity to address you again on this. And I like the attitude of reasoning together that you've already started and exhibited quite some time with this commission. It certainly is a good hallmark. I think you can see that the historical society has approached this in the spirit of compromise. They were the ones who really were given the right to occupy and facilitate both of

these buildings, including the Eglin building. they have said, look, that's okay. I mean, the Florida Coastal had a part of the Sleeping Beauty They allowed that. And now I think what quarters. you've seen is increasing demands by Florida Coastal to the point that now -- and I think you should look at this carefully. They have unilaterally gone straight to the Department of Interior to talk with them and deal with them about this issue without your authority or input or that of the Historical Society. And that is something that you need to really keep in mind at the forefront. If somebody does that, that kind of evidences a reckless disregard for the very thing that we're trying to talk about here, the lens. This lens is on loan. And the grant has specific application requirements. If you end up going to these people without the City and without the Historical Society, and then you generate some type of controversy over there, we may all lose it. We may lose the lens as well as the other grants that were there. So what is the thing to look at to reason together about. First thing is, you need to tell these people, Florida Coastal, not to do anything without the City or without the Historical Society. Because you don't know what's

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said and you don't know how it's going to be reacted And the red flag that I think you need to look at first is they -- is that Florida Coastal submitted a lease, but it did not have anything in there but about being terminated or complying with the requirements of the application grant or the So that should be something to cue you on what's happening there. Then we get down to the next thing, this concession agreement. Like I said, they go unilaterally to them. But the concession agreement doesn't have the 60 days in there noticed that you specifically said would be in there before. And now there are additional items that are being requested. And that's what I'm calling as sliding negotiations, where you get something you think, and then you keep on going with it. And that's what I see looks like is happening here. What's problematic about it really is this too, is you get somebody that's a bull in the china closet -- well, maybe it's really here a turtle in the china closet, and you have them disregard the particular interest of those other people and go straight to it, you may generate a controversy there that you can't stop. And that's why I'm saying, these people from the Historical Society, I say we on the Historical

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Society have made compromises to try to make sure that there's a place for the people at Florida Coastal in a reasonable and gentle way of doing this. Now what I suggest -- what do you suggest? Well, I suggest that the particular lease that's come up with -- excuse me. The license agreement that's come up with by Mr. Albritton, that that be utilized and be voted on as the template for us to go to if we have to to the Department of Interior. And I think it's already been suggested we probably won't have to do that. Isn't that the best way? Let's don't look the gift horse in the mouth and go over there and start complaining and having problems and controversy. Let's get it set as to what we want to have. And what you have, your attorney has recommended, is come back. It's got the 60 days in It's got the 18 months that they compromised I suggest you go ahead and do that in the interest of reason and the interest of the lens and the lighthouse. And then we won't have to go and talk with Goliath over there and risk losing the lens and the lighthouse. Thank you.

THE BOARD: Thank you.

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THE MAYOR: Pat, would you sign in, please?

MR. FLOYD: Yes, I will.

THE MAYOR: Don't forget, people, if you come up, please sign in. All right. We had a motion and a second, we've already voted. So what's next?

Are you through, Mr. Adam?

CITY ATTORNEY: As for that issue, Major.

THE MAYOR: All right.

CITY ATTORNEY: As to the RG Kay Investments land lease wherein the City of Port St. Joe wishes to lease land from RG Kay Investments, I think this one is much easier. We have a lease agreement that I have previously provided to the City, which I am in agreement and so is RG Kay, alias Mr. Kerrigan. The one outstanding issue is that Mr. Kerrigan has asked, or his representative has asked that before final execution of the least that he see the anticipated press release that will be issued by the City. I've spoken with Mr. Anderson about this and Mr. Anderson did not seem to think that would be an issue. Correct, Mr. Anderson?

CITY MANAGER: Yes, sir.

COMMISSIONER ASHBROOK: Adam, what was the most recent change that was made to this? I've been following this, but there's been quite a few back and forths.

CITY ATTORNEY: Yes, sir. If you look at

1 Article 15.1, and you go down closer to the bottom, 2. you'll see language referring to the recording of the 3 right of first refusal. This will put third parties on notice that the City has this right of first 4 5 refusal. If there's a title search, the title 6 company should see it. Absent doing that, you know, 7 we could have a situation where a good-faith buyer purchased the land and it's not the buyer's issue. 8 9 It's just easier to put it in public records. 10 There's no question as to the existence. That's the 11 only substantial change in here. I did clean up a couple of typos and things like that, but it did not 12 13 change or alter the substance or terms of the lease. 14 COMMISSIONER ASHBROOK: So this was a change in 15 our favor, in the City's favor? 16 CITY ATTORNEY: Correct. Correct. 17 COMMISSIONER ASHBROOK: Okay. 18 CITY ATTORNEY: And a change I had asked for. 19 COMMISSIONER ASHBROOK: Okay. 20 I applaud Mr. Kerrigan COMMISSIONER BUZZETT: 21 for offering this property to us for a dollar a year 22 for 30 years. It would be a great addition to Reed 23 Avenue to have some nice restroom facilities right in

the middle of town. He's a St. Joe High graduate,

He loves Port St. Joe.

And I

St. Joe person.

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1 appreciate his offer. And with that I make a motion 2 to approve the lease as presented. 3 THE MAYOR: All right. We have a motion from Commissioner Buzzett. Do we have a second? 4 5 COMMISSIONER ASHBROOK: Second. THE MAYOR: Second by Commissioner Ashbrook. 6 7 All in favor say aye. THE BOARD: 8 Aye. THE MAYOR: Motion carries 5/0. Is that all we 9 10 have for us Mr. Attorney? 11 CITY ATTORNEY: Yes, sir, that's all I have at this time. 12 13 THE MAYOR: All right. Jim? 14 CITY MANAGER: Yes, sir, Mayor. The first item 15 of business tonight under old business is the road 16 bond money. We have went out to bid for the 17 materials for the downtown area and for Long Avenue. 18 We suspect those should come in on the 25th. In our 19 previous meeting we did go ahead and schedule the special meeting for the 31st at twelve o'clock for 20 21 the Board to review all of our options and to move 22 forward on expending the road bond money. 23 THE MAYOR: Sounds good. Sounds good. All 24 right. 25 COMMISSIONER LANGSTON: I'd like to say

something.

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THE MAYOR: Sure.

COMMISSIONER LANGSTON: I was called by a citizen on Avenue G back there, I think Dab Dawson, right there in front of his driveway, it's like built up kind of high and people have been tripping over it and falling down. A few people have been to the hospital. He said -- he was kind of upset. He said he was going to send the City the bill. And I told him that I'd speak with the other commissioners and see if we could get something done. John Reckon (ph) called me and told me that he had an idea to temporarily fix it. But he wanted -- I wanted to get with the other commissioners. He wanted to get with the other commissioners and get with the City engineer to see what we need to do. But I also think that that road there needs to be paved if we have any extra money from the road bond. It's a short street. It's not a long street, it's a short street. It's probably not even a block long. I just wanted to put that -- get that to commissioners and let's think about it. But John did say he could fix it temporarily. So I think that that would be a good idea for now.

CITY MANAGER: Commissioner Langston, that is

one we have talked at the staff level. And we are going to have some numbers for you when we come to that meeting on the 31st to fix that issue on Avenue G. So, yes, sir, that will be one option that you could, if you wanted to forward on that.

Mr. Smallwood will be back in the office next week.

We're going to have him formulate some numbers for us on that. It will be an option for us.

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COMMISSIONER LANGSTON: Okay. Thank you, sir.

THE MAYOR: All right. What else we got, Jim.

CITY MANAGER: The next item under old business is the fire truck purchase. We did table this at our last meeting. Commissioner Lowry wanted to see if we could come up with some options to pay for it with cash instead of financing it. What we have, Mayor, is the total expenditure is about \$354,507.72. That would include the firetruck, the equipment and a new jaws of life. We've looked at trying to see what we have on hand as far as paying for it in cash. Unfortunately, don't have a lot of options in the general fund. We have our BP money that we've been using for different items on there, as a option on there. Going up on ad valorem taxes, I don't know if that's something anybody wants to address on there. Hopefully our ad valorem numbers are going to go up

1 this year. But we don't have those in hand yet. 2 What I would suggest is that if it's the will of the 3 Board to go ahead -- if we feel we need a new firetruck, let's work it through the budget process. 4 5 Based on the contract -- I gave a copy of the 6 contract to the City Attorney to review. what I've seen on there, correct me if I'm wrong, 8 Mr. Attorney, we don't have to pay anything for a 9 full year thr-- or 300 days. So that gives us time 10 to work through our options on that. But it's up to the Board to feel -- if you feel it's worthy of us 11 12 replacing the 1992 firetruck. 13 THE MAYOR: We definitely need to replace it, 14 don't we, John? 15 JOHN: Yes, sir, you do. 16 THE MAYOR: We don't have a choice, I don't 17 think. 18 JOHN: Not unless you're going to tie up a lot 19 of money in an old firetruck. 20 THE MAYOR: And did you tell me the price we got 21 is only good up till tomorrow or something? 22 Tomorrow morning. The chasse itself 23 would go up to 3 to 4 percent in the morning. 24 COMMISSIONER LOWRY: John, the game plan is to 25 also sell that other truck too and recoup --

JOHN: Yes, sir.

COMMISSIONER LOWRY: I mean, that's positive.

THE MAYOR: I think the County might have some interest in purchasing the old truck. Some of the people I've talked to said they would entertain the idea of buying it if the price is right. So we may be able to sell it just like Commissioner Lowry said. We've got to have to it. There's no choice. We've got to be able to put out fires in the way they should be put out. And I feel like with what we've got now, we're in jeopardy of not being able to do that at some point in time. So I don't want to lose no lives because we don't have a firetruck that's capable of taking care of any fire we may have.

JOHN: Yes, sir.

THE MAYOR: So that's where I'm at at this thing. I'm ready to do whatever we need to do to order this truck.

COMMISSIONER ASHBROOK: And, Mr. Mayor, it's not just a public safety issue as well. That's the big one. But we risk our ISO rating dropping as well. Which could raise every bodies property insurance on new builds. So that's another thing to think about too. It could cost the citizens if we don't act.

THE MAYOR:

1 COMMISSIONER BUZZETT: So let's move forward, 2 Major. And let the staff work out the --3 COMMISSIONER LOWRY: I'm fine with Jim's recommendation. I make a motion to move forward with 4 5 the purchase. I have a motion from Commissioner --6 THE MAYOR: 7 I can't even think of your name, Mr. Lowry, 8 Commissioner Lowry. COMMISSIONER LANGSTON: I second. 9 THE MAYOR: I have a second from Commissioner --10 11 what's your name? 12 COMMISSIONER LANGSTON: Langston. 13 THE MAYOR: I know what your name is. 14 right, we've got a first and second. It's good to 15 have a little laughter sometimes, people. I tell 16 you. We have a first and a second. All in favor say 17 Aye. 18 THE BOARD: Aye. 19 THE MAYOR: Likewise signed, Motion carries 5/0. 20 John, you're getting you a new truck, son. 21 JOHN: Thank you, sir. 22 THE MAYOR: Thank you. We appreciate everything 23 you do for the City. 24 Thank you, sir. JOHN: 25 CITY MANAGER: Onto new business. The first

1	item, Mayor
2	COMMISSIONER BUZZETT: Whoa, whoa. That
3	was for the truck. What about the equipment?
4	THE MAYOR: Equipment, we've got to do the
5	equipment.
6	CITY MANAGER: Yes, sir, I would recommend the
7	equipment also. The equipment the truck itself is
8	324,930. The equipment is \$21,777.72. And you
9	also there is a sole source item on there for the
10	jaws of life equipment on there. That is 7,800. In
11	the total for everything, Mayor, is \$354,507.72,
12	total package.
13	COMMISSIONER BUZZETT: Move your bid for the
14	equipment.
15	THE MAYOR: We have a motion from Commissioner
16	Buzzett. Do we have a second?
17	COMMISSIONER ASHBROOK: Second.
18	THE MAYOR: Second from Commissioner Ashbrook.
19	All in favor say Aye.
20	THE BOARD: Aye.
21	THE MAYOR: The motions carries 5/0.
22	CITY MANAGER: What about the actual sole source
23	for the jaws of life equipment? Can we get a motion
24	for that?
25	THE MAYOR: It's got to be separate?

1 CITY MANAGER: I think so. It would probably be 2 appropriate, Mayor, since that was not bid out. 3 THE MAYOR: All right. Can we get a motion for that? 5 COMMISSIONER ASHBROOK: So moved. THE MAYOR: So moved by Commissioner Ashbrook. 6 Do we have a second? 8 COMMISSIONER LANGSTON: I second. THE MAYOR: Second by Commissioner Eric 9 10 Langston. All in favor say Aye. 11 THE BOARD: Aye. 12 THE MAYOR: Motion passes 5/0. 13 COMMISSIONER ASHBROOK: Takes a lot of work to 14 buy a truck. 15 THE MAYOR: I tell you. 16 CITY MANAGER: Moving on to new business. 17 the item we have is the north Port St. Joe PAC 18 workshop. To my understanding, the plan has been 19 submitted to the redevelopment agency. 20 redevelopment agency has reviewed it. And it's 21 appropriate at this time to set a workshop for the 22 City Commission to review. 2.3 THE MAYOR: Okay. We need to do this I think 24 when Mr. John Henry is in town. Do you want to come 25 up a minute?

COMMISSIONER LANGSTON: Well, I think the City

Planning Consultant, we need to get him on here too.

John, he can be -- I guess, he can be on conference
call or whatever. But we need to get the city

planning consultant here on that date whenever we set
it up.

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COMMISSIONER BUZZETT: The gentleman that took Maria Pennington's place?

THE MAYOR: I agree. Jim, you'll take care of that?

CITY MANAGER: Do we have a range of dated,

Mayor? Is there a couple of dates that y'all want to

try to come up --

THE MAYOR: Sometime in June, maybe the middle of June, Chester?

MR. DAVIS: Yeah, we want to try to do it as quickly as possible. And I want to say based upon the fact that this started about two and a half years ago. And we submitted a plan to the City, the CRA and City then approved. We developed a CDC, and it's been approved. And we're set. Now to do some great things in our community. As a matter of fact, Commissioner Langston has put it to the floor very prophetically that we need to do something for north Port St. Joe. For the last ten, twelve, thirteen

years, nothing has been done. So we now have submitted to the City a plan that's dealing with rezoning that's very beneficial for the shareholders in that area so that we can increase property value and bring in business to that community. The only thing I wanted to add to that, Major and to the Commission is this, one of the problems that we have is when people don't come and share with the city commission meeting and with the PAC meeting and the CDC meetings about what's going on in the community, it gets to be a split thing with the community simply because people are not there to know what's going on. And I'm asking that now we inform our callers that come with dividing statements that, you know, they come to the meetings and find out what's going on. Because so often what's happens, is they get by words or they get things that are said on the side. need to come and see what we're requesting for the City. And they need to be part of the meetings so that when they come and call the mayor and say, you know, got certain people running the commission or running the floor over there, and they're not knowledge about what's going on. We need to make sure the public knows exactly what we're doing. And with the rezoning thing that we have out there now,

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it's very profitable not only to north Port St. Joe, but it's for the city of Port St. Joe. So we're hoping that when people come that we invite them to come not only to the city commission, but to the CRA meetings and also to the PAC meetings that we're having so that they can be informed and know exactly what we're doing in north Port St. Joe. I think we have a viable process going on now. And we're looking forward to some great things in the future. I think Eric has been very valuable to us now in talking about what we need to do. We just need people to come and support it.

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THE MAYOR: Thank you. What dates you got for this workshop?

MR. DAVIS: Well, we need to set that up with Eric. Because one of the problem is, we need the city consultant there. So we need to get with the City to find out what date the consultant can be there. And we will have John Henry there just as a person that can make a statement as to, you know, what the rezoning really requires. But we need the city consultant there to tell us exactly, you know, what the City can do and what they cannot do to make that rezoning. Because it's a lot of increase in density.

CITY MANAGER: Commissioner Langston, if you'll get with me, we'll give a call and see if we can set up a couple of days. And we can get with Mr. Davis and make that happen.

COMMISSIONER LANGSTON: Okay.

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THE MAYOR: Okay, sounds great.

MR. DAVIS: And right now our next meeting is Saturday at eleven o'clock at Philadelphia Primitive Baptist Church. Thank you.

THE MAYOR: Thank you, Chester Davis.

CITY MANAGER: All right, the next item we have, Mayor, is in reference to the fishing piers at Clifford Sims Park. Mayor, they're starting to show their age. We've looked at them, we've worked on The guys have tried to keep them piecemealed together for the last couple of years. They're well received by the community. It's time they need a little TLC. What staff would like to do is ask permission to go out and get some CAD drawings to formulate what we think can be done to make some repairs out there. We're probably looking at, you know, 1,000, \$2,000 to do that. We have money put aside. We're receiving the money coming in from the Fishing Express for the rental. You have about \$25,000 in that fund. So the first step, we would;

like to get permission to do that, and then bring that back to you so we can formulate some bids to get these things repaired.

THE MAYOR: All right.

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COMMISSIONER LOWRY: I'm fine with that.

COMMISSIONER BUZZETT: I'd like to throw something out. We've got two piers down there. We have to maintain two piers. I've talked to some of the guys who fish down there, and 90 percent of them use that one central pier that comes off from the restroom facility. I'd like us to consider, of course, demolishing both of them, rebuild the one in the center, but a little larger, a little nicer. We'd only have one pier to maintain. And so that was just —

COMMISSIONER ASHBROOK: And demolish the two?

COMMISSIONER BUZZETT: Yeah. And just come back with one a little bit larger and nicer, of course.

We'd only have one to maintain at that time instead of two.

THE MAYOR: We're going to keep the area down there where the gazebo is, right?

COMMISSIONER BUZZETT: Definitely. But the two piers, I would say, consolidate into one real nice one. It might save us some money.

1 MR. EDEN: Since you mentioned it, I've got a 2 question about that pier. 3 THE MAYOR: Just a minute. 4 MR. EDEN: Can I ask a question? 5 THE MAYOR: Just a minute, yes, sir. 6 MR. EDEN: Just wanted to ask a question, that's 7 all. 8 THE MAYOR: Okay. Are you putting that into a 9 motion? 10 COMMISSIONER BUZZETT: No. I'd just like to --11 if we do CAD drawing maybe have a choice. 12 THE MAYOR: We have a motion on the floor from 13 Commissioner Lowry, right? 14 COMMISSIONER LOWRY: Well, I'll withdraw my 15 motion. Because that was just for the original pier. 16 THE MAYOR: All right. 17 COMMISSIONER BUZZETT: I can make a form motion, 18 yeah. I'll make a form motion we just construct one 19 pier in the center at the restroom facility at 20 Clifford Sims Park, and that would be it. 21 THE MAYOR: We have motion from Commissioner 22 Buzzett. Do we have a second? 23 COMMISSIONER LOWRY: I'll second. Second for 24 discussion. And my only discussion point is, as long 25 as we can perform that task within our -- what we

have saved up currently.

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COMMISSIONER BUZZETT: I agree. I can -- I'll incorporate that in my motion.

COMMISSIONER LOWRY: I'll second stance it.

THE MAYOR: Any discussion? Mr. Eden, was that you? Come on up.

COMMISSIONER LOWRY: While he's coming up, this is just for the CAD drawings, though, right?

CITY MANAGER: Yes, that's it. We have no idea what the cost -- we need to go back to you and go out to bid for it. Once you look at the drawings and you think it's appropriate, then we'll go out to bid for it.

THE MAYOR: Okay.

MR. EDEN: I just had a question for you. I happen to be down in that area where he's talking about the pier for the last -- I've been down there twice in about a month. And we used to have an open container -- we had an open container law down there. You couldn't drink on either one of those. Well, I was down there day before yesterday and the pier on the far left was -- had a bunch of hooligans. They were probably anywhere from 18 to 25. And they were all drunk and they were running those people off from there. They couldn't fish. The people that

<sup>&#</sup>x27; Gulf Bay Reporting, Inc.

were trying to fish had to go down on the bottom with little kids. I mean, they were -- excuse the expression. They were raising hell. And something -- we didn't used to let the people do that, you know.

THE MAYOR: Did you call the police and tell them?

MR. EDEN: No, I didn't bother to call. They're supposed to check. You know, that's what you pay them for.

AUDIENCE MEMBER: Amen.

THE MAYOR: I agree. I agree.

MR. EDEN: I mean, we had people to go down -we had to run people off from there when we first put
that up. We had to get the message across. It ain't
a drinking lounge.

THE MAYOR: Right.

MR. EDEN: You know, it's a place where people are supposed to fish and bring their kids. Well, they had everybody out there running. They had to actually get off -- get out and go down and get down on that little link with small kids. There was one about that high.

THE MAYOR: That's not right.

MR. EDEN: They couldn't get on there. So I

just wondered if we still had the open container. I know we eliminated a lot of areas. I don't know if that area is --

THE MAYOR: Jim, is that one of the areas that no alcohol is allowed, open container?

CITY MANAGER: No, sir, you're not allowed to have an open container there. You have to have --

MR. EDEN: Well, all I'm asking is please enforce it, okay? Thank you.

THE MAYOR: Chief, you'll take care of that for us, won't you?

CHIEF HERRING: Yes, sir.

THE MAYOR: All right.

reference to the food distribution center for the summer at the Centennial Building. Currently the food distribution center is handled by the Workforce Board on Mondays at the Washington gym out of the Wick building. It's been well received by this community. I would recommend that we do allow for the Workforce Board to utilize the Centennial Building. They said that they would come in, set up on Mondays, make sure it's all cleaned up at the end of the day, Mayor, over there. They would like to use it just on Mondays during the summer months.

1 Because you cannot have prisoners around children 2 when we have the summer programs. 3 COMMISSIONER BUZZETT: It's great idea. 4 a motion we allow it. 5 THE MAYOR: All right. We have a motion from 6 Commissioner Buzzett. Do we have a second? 7 COMMISSIONER LANGSTON: Second. 8 COMMISSIONER ASHBROOK: Second. 9 THE MAYOR: We have a second from 10 Commissioner Langston Or Ashbrook? Who seconded 11 that? 12 COMMISSIONER LANGSTON: I seconded it. 13 COMMISSIONER ASHBROOK: He can have it. 14 THE MAYOR: Okay. We've got a first and a 15 second. All in favor say Aye. 16 THE BOARD: Aye. 17 THE MAYOR: The motion carries 5/0. 18 CITY MANAGER: The next item we have is in 19 reference to scallop restoration. There's a program 20 going on now to -- where you can actually -- I 21 believe you can actually adopt a cage, can't you --22 COMMISSIONER LOWRY: Yeah. 23 CITY MANAGER: -- Commissioner Lowry, where you 24 can actually help out with the restoration of the 25 scallop program. I'll let Mr. Lowry -- I'll turn it

over to him. But I think it's a really good program that's got quite a bit of movement going on in the community.

COMMISSIONER LOWRY: I spoke to Jim about this last week. I had an individual approach me that is involved, and a couple of other their friends are involved with the FWD Scallop Restoration Caging Project. Those three individuals are residents of Bay County. They use — they go out on Mexico Beach, but they also put in at our boat ramp downtown. And what their request was to have a waiver of the fee, of a permanent fee, if they showed prove that they're involved in that restoration project. But I would make sure — I don't expect many. But I thought I would bring it to the Board and see what you guys thought about it. But again, I don't anticipate many at all.

COMMISSIONER BUZZETT: You go through FWC and get some kind of license? Or how do you go about getting one?

COMMISSIONER LOWRY: I imagine there's some type -- and I made a phone call but didn't get an answer today. There's got to be some kind of certification they have to go through to even -- or some kind of badge or something they give them to

1 check them. Because they can't just go out there and 2 touch those cages. So we to get written proof before 3 we would issue a permit free of charge. 4 CITY MANAGER: And I think we could -- on our permits on there, we could do some kind of 5 6 distinguishing mark on those if they showed the proof 7 on there and attach it to the actual permit itself if it's the wish of the Board. 8 COMMISSIONER LANGSTON: I think it's a good 9 10 idea. 11 COMMISSIONER BUZZETT: I have no issues with 12 that. 13 COMMISSIONER LOWRY: All right. I'll make the 14 motion. 15 THE MAYOR: All right. We've got a motion from 16 Commissioner Lowry. Do we have a second? 17 COMMISSIONER LANGSTON: I second it. 18 THE MAYOR: Second from Commissioner Langston. 19 All in favor say Aye. 20 THE BOARD: Aye. THE MAYOR: Motion carries 5/0. 21 22 CITY MANAGER: The last item we have in 23 reference to golf carts. Mayor Patterson wanted to 2.4 talk to you tonight about them. 25 THE MAYOR: Somebody is going to get killed on

the golf carts. The reason they're going to get killed is that people don't know the rules and they don't care to know the rules. We've had one golf cart accident about a couple of weeks ago. Luckily no one was hurt seriously. Sunday I was sitting at the red light at First Street on 98, here comes a golf cart across. It's legal crossing. I swear the kid driving that golf cart couldn't have been more than 13 years old. So I want to propose that we set up a golf cart workshop. And everyone that has a golf cart needs to attend. And we need to make sure everybody knows the rules. First of all, you're not supposed to be on Garrison, long or Monument except to a next street where you can turn off. That's the rules. You're supposed to travel the other streets up and then go across. And I've seen people in offices cross at the wrong place on 71. I mean, so it's not just regular people. It's people -- other people too. It's just -- I tell you, somebody is going to get killed. And I don't want that on my hands, not nobody's young baby get killed with a golf cart. So I think we need to have a workshop whenever we can get it set up and we go over the rules of having a golf cart. And I want to maybe injunction in some inspections periodically on golf carts.

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don't know if three years, five years, whatever we can come up with. But we need to make sure that the golf carts are operating properly. They have all the things on them that they need to have. Because this can get serious. This can get real serious.

AUDIENCE MEMBER: If you're coming down

AUDIENCE MEMBER: If you're coming down

Garrison, Long or Monument, you've got to get out of
the way because people do 60 and 70 down Garrison,

Long and Monument. Am I right or not?

AUDIENCE MEMBER: You're right.

THE MAYOR: I don't know. I mean --

AUDIENCE MEMBER: I see them do it all the time. Nobody stops for people.

THE MAYOR: Right. The way I understand the rules of the golf cart is you should be on either Woodward, Marvin or Palm. Those are three I know of. You can take them most of the way all the way up, and then you can cut over and go where you're supposed to cross at there at 71 right there by --

MS. ROGERS: You've got to enforce the rules.

AUDIENCE MEMBER: You're going to have to have an ongoing process of --

MS. ROGERS: If you don't enforce the rules --

AUDIENCE MEMBER: -- training people.

AUDIENCE MEMBER: -- they're not -- and that's

the thing.

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THE MAYOR: Exactly. We need a training session. That's what I say, we need --

AUDIENCE MEMBER: Well, no, it's going to have to be ongoing because some people will buy one and hadn't gone to this workshop and they'll need to go to a -- I think you should just institute some kind of a license that they have -- or a permit that they have to get.

THE MAYOR: Would you please come up. Please come up. Sign in, if you will.

AUDIENCE MEMBER: I think you ought have to just an initial permit they have to go through a training workshop. And then people that buy a golf cart subsequently, they would of course need to go through that procedure. Because if you just have a workshop now, you're going to train everybody that's got one. And then people are going to come in later that will not have gone through the workshop. And, then, you know, you'll have the problem all over again. It will gradually come back as people acquire -- you have new purchasers. So my advice is to make some money at this thing.

THE MAYOR: What would we do about --

AUDIENCE MEMBER: Give a permit. We pay for

permits for out cars and so forth.

THE MAYOR: Right.

AUDIENCE MEMBER: But get them some training to let them know what it is. We have a lot of folks that come down here, and they acquire a golf cart. They think this is the beach, you know, rules don't apply, you know, it's just carefree. But, you know, it's not the case. You know, we need to think about this.

COMMISSIONER BUZZETT: Jim, what's the normal process when someone comes in for a permit?

CITY MANAGER: Basically what they do is they come in and get the application processed. Then they have to actually have it inspected by the police department. Sounds like what we may need to, it sounds like we need a combination of things. You know, I think we probably need to have an inspection process every so often, whether it's a year or two years, Mayor. And you may want to tag onto that a safety course. You know, the folks when they come in and they get in inspected and everything, if they have to do a 30 minute safety course with the police department, they could go over the equipment and tell them the rules and make sure everything is done properly.

1 THE MAYOR: I think that would work great, Jim. 2 I do. I think that's what we need to do. 3 MS. ROGERS: If they're under 16 they should not be able to drive a golf cart. 4 5 THE MAYOR: Come up front. I can't -- we can't 6 hear you. 7 MS. ROGERS: Under years of age they should --8 THE MAYOR: Wait, wait until you get up front. MS. ROGERS: -- not be able to drive a golf 9 10 cart. 11 THE MAYOR: You have to be 16 years old and have 12 a permit. 13 MS. ROGERS: That's right. 14 THE MAYOR: Or you can a learner's permit and 15 have somebody in the car with you. 16 MS. ROGERS: Right, to drive a golf cart. 17 THE MAYOR: Right. 18 MS. ROGERS: And if you don't enforce the rules, 19 then, it doesn't do any good to have rules. We lived 20 in a golf cart community in Georgia, and there was 21 never any problems. We had an auditorium where there 22 were always big concerts. And everybody took the 23 golf carts to the concerts because it was a lot 24 easier than taking a vehicle. 25 THE MAYOR: Sure.

1 MS. ROGERS: And there was never any problems. But you have to set rules and you have to abide by 3 them. If you are under 16 and you are caught without 4 an adult, then the adult is responsible for that child. 5 6 THE MAYOR: Exactly. 7 MS. ROGERS: And if you're an adult and you drive intoxicated or whatever the case is, you pay 8 9 the price just like you're driving a vehicle. 10 that simple. 11 THE MAYOR: Yes, ma'am. I agree with you be. 12 The golf cart, it's a privilege. 13 MS. ROGERS: That's right. 14 THE MAYOR: And people need to --15 MS. ROGERS: And if you're on the wrong road 16 and -- I'm sorry, if you can't read the signs, then 17 you pay the price. 18 THE MAYOR: I agree. Thank you for your 19 comments. 20 MR. RICH: After the process, are there rules 21 that the police or somebody gives them? 22 THE MAYOR: Come on up, sir. 23 MS. ROGERS: You get a ticket just like a 24 vehicle. 25 CHIEF HERRING: If and when you get -- buy the

golf cart, you go through the process, the City comes inspects it and all, is there a set of rules that they are given?

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THE MAYOR: Yes. They should be given a set of rules.

CITY MANAGER: Mayor, if you like, what we can do is we can go back and look at our golf cart ordinance. We can bring back to you some type of mechanism that you can look at, if you want to go forward with an inspection process and a safety course, something you maybe could add it to. I'll get with the City Attorney and see if that's something y'all want to add into it.

THE MAYOR: Jim, I think that would be wonderful, man. Like I said, I don't want no child or no adult to get killed on a golf cart.

CITY MANAGER: We'll have something for you at the next meeting.

THE MAYOR: Okay, thank you.

COMMISSIONER BUZZETT: Mayor, while we're on that, we still have problems with the walking path, vehicles on our walking path.

THE MAYOR: I've seen golf carts on it.

COMMISSIONER BUZZETT: Yes. Especially in the ballpark area. And there are a lot of children

running up and down there. But one of the worst things happening right now in that area, from Eighth to Tenth Street on walking path are vehicles. I saw a lady last night drive from Eighth Street to Tenth Street in her car on the walking path.

THE MAYOR: I've seen them in pickup trucks.

COMMISSIONER BUZZETT: We need to put those delineators back up on Eighth and Tenth Street side. I mean, yeah, you want to drive in there and see your youngun play ball. But, I mean, you walk farther than that when you go to Walmart. So park where you should park.

THE MAYOR: I agree.

COMMISSIONER BUZZETT: So I think along with this I'd like -- right now it says authorized vehicles only. I think we need to change the sign to say no motorized vehicles, and that way -- because folks think, well, my kid has got a ballgame, I should -- I can drive in here. So I'd like to see us change those signs to motorized vehicle -- no motorized vehicles allowed.

THE MAYOR: I don't have a problem with that.

COMMISSIONER BUZZETT: And then if the police

find folks doing it, then they --

THE MAYOR: We hate to give tickets, but we have

to sometimes. 1 2 COMMISSIONER BUZZETT: They do what they should 3 do. 4 COMMISSIONER LOWRY: What about the individuals 5 that own the houses along that stretch, aren't they allowed access back there? 6 CITY MANAGER: There is a provision in there for 8 those folks. That was part of it when it was put 9 together, that we did say the people that do live 10 directly behind there, they do have the right -- to 11 be safe. But they do have a right to get to the back 12 of their property. 13 THE MAYOR: So I guess it would have to say --14 COMMISSIONER BUZZETT: That's a small exception. 15 COMMISSIONER LOWRY: Yes. 16 COMMISSIONER BUZZETT: A half dozen house, 17 that's it. 18 CITY MANAGER: We'll move forward on getting 19 something to you the next meeting. 20 THE MAYOR: Yes, sir. 21 COMMISSIONER LOWRY: We just need to make sure 22 that we delineate them, those particular ones. 23 CITY MANAGER: Absolutely, yes, sir. If we come across those folks, we'll let the police department 24 25 know those folks are allowed to do that.

THE MAYOR: What did we decide on our golf cart workshop? Are you going to get us one set up, Jim?

CITY MANAGER: We can. We can have a workshop, or I can have something to you the next meeting. However you want to do it, Mayor.

THE MAYOR: That's fine. Just bring it to us at the next meeting.

CITY MANAGER: Okay, we'll do it.

THE MAYOR: Thank you, sir.

CITY MANAGER: Mayor, Mr. Grant is not here tonight. His son is actually playing in a pretty big baseball game tonight starting in just a minute. So go Sharks. But if you would like an update for the Public Works, I can give you what we have on that.

THE MAYOR: Okay. Jim, go ahead and do that for us.

CITY MANAGER: Yes, sir. We work in flushing, preparing for the summer season, precautionary boil water. What we're doing is not boil water. But actually what we're doing is we're trying to make sure the waterline is as clean as possible for the summer months. So we are out there flushing the lines in the beaches area, all the way through to Overstreet. We did a code red yesterday to let people know that we are doing that to -- as routine

maintenance.

THE MAYOR: All right.

CITY MANAGER: The second item we have is the Highway 98 from Avenue A through D waterline replacement. That is part of the water management district grant for \$85,000. We will be wrapping that up in the next two to three weeks. That will complete that phase of the water replacement project.

THE MAYOR: Good deal.

CITY MANAGER: And then the last item, we're going to roll back once we get through with those two items, we're going to roll into the Jones Homestead sewer. That's the \$250,000 legislative appropriation we got for sewer installation at Jones Homestead. So we are moving forward on that very quickly.

THE MAYOR: Good deal. All right, is that it on Public Works, Jim?

CITY MANAGER: Yes, sir, that's all we have tonight.

THE MAYOR: All right. Surface water. Larry.

MR. MCCLAMA: Mr. Mayor, I don't have an update for the Board. But I'll answer any questions you have.

THE MAYOR: Anybody have any questions for Larry.

1 COMMISSIONER ASHBROOK: Just a comment. 2 I got your e-mail. Those tanks look awesome. 3 guys did a good job. 4 MR. MCCLAMA: Thank you. 5 THE MAYOR: That's it, Larry? 6 MR. MCCLAMA: Yes, sir. 7 THE MAYOR: All right. Mr. Mike LaCour. MR. LACOUR: We have confirmed with our auditor. 8 9 We are expecting to receive our completed audited 10 financial statements for prior year by the end of the 11 month. So we're hopeful that that comes through. 12 THE MAYOR: All right. Anybody have any 13 questions for Mike? Find us some money, man. 14 COMMISSIONER LANGSTON: Did you look into the 15 money that we need to get down -- to go down MLK? 16 MR. LACOUR: I'm sorry. The money we need --17 COMMISSIONER LANGSTON: The beautification 18 that --19 MR. LACOUR: Oh, the beautification, yes. 20 Haven't we worked that out with John on the 21 beautification? 22 CITY MANAGER: Yes. I believe that was approved 23 by the Board to use up to \$5,000 of BP funds, if I'm 24 not mistaken. So I believe that was approved. 25 COMMISSIONER LANGSTON: Did we go with the BP

fund? I thought they were going to try to find 1 2 some --3 COMMISSIONER BUZZETT: You might be right. think we did BP on the train. 4 5 THE MAYOR: We did BP on the train for sure. 6 COMMISSIONER LANGSTON: He said he was going to 7 look through the budget to see if he could find any 8 money besides -- because we didn't want to pinch off 9 that BP money. THE MAYOR: Right. 10 11 CITY MANAGER: We can find \$5,000 for --12 COMMISSIONER BUZZETT: Yeah, I think just move forward on it. 13 THE MAYOR: All right. 14 15 COMMISSIONER LANGSTON: Good. 16 COMMISSIONER LOWRY: Mike, have y'all talked 17 about when start budget? MR. LACOUR: We put together a timeline. 18 19 don't think I've given it to Jim for his review. 20 then we'll push that out to you here in the next few 21 weeks. But we have started that process internally, 22 yes. 23 CITY MANAGER: We're starting at staff level, 24 Commissioner Lowry. If y'all have things -- if you 25 want to come and sit down with any of us at any time, please do it. Generally we try to wait until the election is over with, that way we have a full Board. And then we start the full review with the Board itself. But at any point in time, we're always working on budget stuff so, yeah, come see us.

MR. LACOUR: Yeah, certainly if you have ideas for budget, please bring them up so we can start a list. And we have started a list to try to make sure we catch everything that needs to be looked at.

THE MAYOR: Okay. Wastewater.

MR. PETTIS: We're pretty much the same place we were the last few weeks — or actually a couple of months, or a month and a half now as far as the level of the pond. Two tenths of an inch of rain today didn't really do justice to the pond. You know, the pond is just too big for that. So we're going to not spray this month. We'll pick it up next month and spray in June. So we discharge out in June. It will probably take all the —

THE MAYOR: You know, my biggest fear because we're coming into the summertime, if we don't spray and keep it low, people in Highland View are not going to be to stand it. It will take your breath over there in Highland View when that stuff gets on top of that water. You can't hardly breathe. I

mean, I've been over there. And we had some upset residents over that way because of that. So I just hate we can't spray. I wish we could. But if we can't, we can't. And maybe we won't have the algae blooms that we've been getting. But I just hate to see it come.

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MR. PETTIS: Yeah, the discharge in the spraying will slow down the algae. I mean the nutrition is always going to be there in the bottom of the pond. That's what we've got to get rid of, that nutrition. You know, we've got to at least help it as far as cleaning the pond, the bottom of the bond.

THE MAYOR: Are our sonic boomers working, or whatever?

MR. PETTIS: Yeah. I've got one that's out right now. So I've went out to see what I can get to replace it. They're about 4,000 each, 5,000. You know, they're in that range. So it's not a — they're not as cheap as you would hope they would be. So I've got five out of six working. And I'm waiting for the rest of the guys to come back and tell me if they can do me any good on the pricing. But if we sprayed now, we wouldn't be able to get more than six inches of water off the top of the pond anyway. We've got it down more than four feet. So we've got

1	20 there. And we're only past 16 foot deep.
2	THE MAYOR: Have we got approval yet on the sand
3	from the DEP?
4	MR. PETTIS: Working with that. Talked to Kadee
5	Yates. And so
6	THE MAYOR: When are they going to be sampling
7	it I guess and let us know. How long of a period are
8	we talking about?
9	MR. PETTIS: We're kind of hoping we're kind
10	of hoping not. I met with the Saint Joe corporation,
11	and we've got a spot of sand that they think should
12	be fine. Which may be enough to get us what we need.
13	So it will be just the diesel fuel and the labor to
14	move it and spread it.
15	THE MAYOR: Right.
16	MR. PETTIS: Waiting on Kadee to make sure that
17	she agrees with St. Joe Corporation, you know, that
18	it's clear.
19	THE MAYOR: Everything is fine, okay.
20	MR. PETTIS: We're already set up. Just waiting
21	on DEP to let us know.
22	THE MAYOR: All right. Anybody have any
23	questions for Kevin? Do you have anything else?
24	MR. PETTIS: That's all I've got. Thank you.
25	THE MAYOR: All right. Thank you. What about

the City Engineer?

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CITY MANAGER: He's not here with us tonight, Mayor.

THE MAYOR: Okay. I didn't see him. I didn't want to skip him.

COMMISSIONER BUZZETT: Mayor, if you will, it might an appropriate time under City Engineer that I've been working with Clay on the Tenth Street Ballpark Renovation that the County is working with us on. I passed out to each of you tonight a -- the most recent drawing that we're planning to present. I would like if you guys would take it home and study The next meeting if everything looks on here to you, I'd like to put it on the agenda for a vote and we can take it to the County and say this is what we They've already offered to -- you know, that fifth penny any of the bed tax to fund it. So we can get started on engineering once we've got a plan. that's -- Clay has done a great job again. And after -- I think after we approve it, we can put it on our website for everybody. But until then I think we just need to try to work it out among ourselves. And then we'll put it out and go from there.

THE MAYOR: I agree, I certainly do. All right, code enforce, I guess everybody has been looking at

1 the stuff that you sent --2 MS. BEBEE: Can I make one little request? 3 THE MAYOR: Ma'am? 4 MS. BEBEE: Could I make a comment, a request? I think it's probably a great improvement over what 5 6 we had before. But we got into trouble before 7 because nobody saw it but you before it was voted on 8 and was going to be acted on. I would ask that you 9 put it on the website before you vote on it and let 10 there be public comment. 11 THE MAYOR: I don't have no problem with that. 12 COMMISSIONER BUZZETT: Oh, by the way, Ms. 13 Charlotte has got several copies of this latest 14 mockup for a few folks that would like to have one. 15 You have a few extra, don't you? 16 MS. PIERCE: Yes, sir. 17 COMMISSIONER BUZZETT: Okay. And then also if 18 we can put it on the website, Jim. 19 CITY MANAGER: We'll get it on there. 20 COMMISSIONER BUZZETT: If you can do that before 21 the next meeting. 22 THE MAYOR: All right. Police department. 23 CHIEF HERRING: I don't have anything, Mayor, 24 unless the Board has questions for me. 25 THE MAYOR: Y'all have anything for the Chief?

Anybody have anything for the Chief? All right, Ms. City Clerk.

MS. PIERCE: Everything is in process for the election runoff. We're working with the supervisor of elections, Mr. Handlin. And everything is on go with that.

THE MAYOR: Okay. Is that all, Ms. Charlotte?

MS. PIERCE: Yes, sir.

THE MAYOR: Thank you very much. Okay, at this time we'll go to citizens to be heard. That will be a three minute limit and please, please, please be courteous to each other. Yes, sir.

AUDIENCE MEMBER: It will just be easier for me to pick this up. Last Friday, I see that you guys are trying to work things out. I think that's good. But I think it's naive and unwise to just try to paper over this. A man just about lost his job that day. And I went back over the video and all y'all both — and Mr. Patterson and Mr. Lowry both mentioned — Mr. Lowry, you mentioned getting text and e-mails that were upsetting. I think it was on Thursday. I never what — what was those about? What was the — it was some incident that sounded like it happened on Wednesday that all of a sudden your phone blew up on Thursday.

1	COMMISSIONER LOWRY: I'm not personally going to
2	get into that.
3	MR. EDEN: You're not?
4	COMMISSIONER LOWRY: It's it's
5	MR. EDEN: But that was the reason for your
6	decision to ask for his termination?
7	COMMISSIONER LOWRY: No, sir.
8	MR. EDEN: Oh, that wasn't?
9	COMMISSIONER LOWRY: It's a dead issue in my
10	MR. EDEN: Oh, it's not dead.
11	COMMISSIONER LOWRY: To me personally
12	MR. EDEN: You guys almost do you know what
13	you almost did to this man's family, all three of
14	you. Also, you want to come up acting like tonight
15	like nothing happened.
16	COMMISSIONER LANGSTON: No, we ain't acting like
17	nothing happened.
18	THE MAYOR: No, nobody's doing that.
19	COMMISSIONER LANGSTON: We said we were going to
20	have a workshop to try to deal with thing and bring
21	it out into a discussion. That's what we've said.
22	You can come to the workshop.
23	MR. EDEN: What is the thing? What is the
24	thing? What is the thing about him? You said
25	COMMISSIONER LANGSTON: What do you mean "what

1 is the thing"? 2 MR. EDEN: You said --COMMISSIONER LANGSTON: I said we're going to 3 4 get things out in the open. We'll see what the thing 5 is at the workshop. 6 MR. EDEN: You're not going to tell us beforehand? 7 COMMISSIONER LANGSTON: What you talking about? 8 9 MR. EDEN: The cause. The cause that you used to make a motion for termination without cause. You 10 11 seconded it. And we don't -- you don't want to tell 12 us. 13 COMMISSIONER LANGSTON: I don't have anything to 14 hide. MR. EDEN: You don't? 15 16 COMMISSIONER LANGSTON: I told you what my reasons were --17 18 MR. EDEN: Your three things. 19 COMMISSIONER LANGSTON: -- that day. If you 20 can't remember that, I'm sorry, I'm not going backwards. We're moving forward with this. 21 22 MR. ECHOLS: I know you want to. 23 COMMISSIONER LANGSTON: We are. 24 MR. EDEN: You mentioned that he didn't -- he 25 wouldn't rezone MLK.

Do you remember the other two things,

Mr. Anderson, that were his causes for saying you

did not do it?

CITY MANAGER: Mr. Echols, at this point I'm trying to work with the City Commission over here to move forward.

MR. ECHOLS: It's been told to me that those three things are actually your jobs, not his. He would be breaking the law if he did what you were holding against him. So I mean — so you want to fire him for not doing your job, for not breaking the law. Now do y'all realize this man almost lost his job. In a little town, it's hard to replace that. I want y'all to think about that. You started the meeting off by saying that this meeting is not about the termination of Jim Anderson. I don't know who did that. But somebody misconstrued what you said.

THE MAYOR: Your three minutes is up. I'm sorry.

MR. ECHOLS: It didn't take 30 seconds for you to prove that you were lying about that. Because that's what the meeting was about. You read from notes. You were prepared. What did somebody tell you to prepare for.

COMMISSIONER LANGSTON: Is three minutes up yet?

THE MAYOR: Chief. 1 2 MR. ECHOLS: Give me the hug when it gets tough, 3 right? 4 THE MAYOR: He needs to get away from the 5 podium. Be courteous and nice. Thank you, sir. 6 MR. ECHOLS: Bo got to go. Recall vote. 7 THE MAYOR: Yeah, that's right. 8 MR. ECHOLS: That's right. 9 THE MAYOR: All right. Anyone else? Raise your 10 hand. Come on up, Johnny. 11 MR. LINTON: Johnny Linton. I just want to say 12 that I appreciate what you did tonight. And I don't if we would have done it unless we had all these 13 14 people behind us last week on Friday. I think it would have been a different situation. 15 16 AUDIENCE MEMBER: Amen. I think Jim would have lost his 17 MR. LINTON: 1.8 job. But I'm not going into that now. I just want 19 to tell you, I was on the commission for ten years. 20 Commissioner, Mayor and I was privileged to service 21 them. Bill Wood, Charles Norton, Bennie Roberts, 22 Greg Johnson, Damon McNair, Nathan Peters and Rex 23 Buzzett. I just wanted to tell you tonight, Rex how 24 long have you been on this commission? 25 COMMISSIONER BUZZETT: Ten.

MR. LINTON: How many?

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COMMISSIONER BUZZETT: Ten years.

MR. LINTON: Rex is probably -- if I had to pick one commissioner that I wanted to be with me on my commission for the lifetime, Rex Buzzett would be one of them. And I just want to tell you that I really appreciate you, Rex. If you'd stand up, I'd like to give you a -- come on.

(Audience clapping.)

MR. LINTON: I just think Rex is -- his dad encouraged me to run for office when I ran. And that was back in the old days. But I certainly appreciate everything you've done, Rex. Thank you very much.

THE MAYOR: Thank you, Johnny.

Yes, sir, come on.

MR. WALL: Gentlemen, I'm opening a new business in town. And I've been there every day for two months observing everything going on on the corner of 3rd and 98, and I'm very concerned. In the morning we have people who are cooks and servers and clerks and business owners who pull their cars in front of our business, all up and down and stay eight, ten hours without moving them. Our customers have no place to park. And in other areas I've been in, usually you — one way to solve it is a three hour

limit, and somebody — you know, you can't park all day. But we're spending a lot of money to put in a business. A businessman here has closed his parking lot across the street from us. We can't park there anymore. So I just would like to ask that we consider something, I don't know what. But I mean, but something to try keep our employees and our business owners from tying up every parking place we've got for ten, twelve hours a day. And our customers don't know where to park. And I just ask that you consider that.

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THE MAYOR: Yes, sir. We have been working on it. It's a progress and process, you know. But we have been addressing it. And I agree with you. Some merchants are terrible. We have some terrible merchants in this town because they won't make their employees park nowhere else. I make mine park down there by Mark Costin's.

MR. WALL: Well, another thing, is some of them are even now parking in the non-parking places. I had a man today, and the truck couldn't get the alley. He had to go knocking on doors to get somebody to move his truck out of the way at his tattoo parlor. Anyhow, I'm not saying who it was. But anyhow, I mean he was parked in a non-parking

1 place blocking the alley. So I think people ought to 2 watch out a little. And I called the police 3 department, and an hour later his truck was still 4 there. And so, you know, whatever caused that. 5 Thank you. I appreciate it very much, gentlemen. THE MAYOR: Yes, sir. Anyone else? 6 7 All right, Mr. Buzzett, we'll go to you tonight 8 first. 9 COMMISSIONER BUZZETT: Well, you've --10 THE MAYOR: We got one, okay. Come on. Ι 11 didn't see your hand. My bad. 12 MR. ROGERS: No doubt you didn't see me. You 13 didn't know when the meeting was yesterday. 14 THE MAYOR: Yesterday, what are you talking 15 about? 16 MR. ROGERS: When you told my wife you didn't 17 know when the meeting was when she asked you when the 18 meeting was. 19 THE MAYOR: I didn't tell your wife that, sir. 20 I offered to come pick up trash out of your yard 21 myself. 22 MR. ROGERS: That's right. THE MAYOR: Myself come to your yard because --23 24 MR. RICH: But she asked you --25 THE MAYOR: -- children had put trash in your

1 yard. 2 MR. LINTON: She asked you -- she asked you on 3 the phone when the next meeting was, and you told her 4 you didn't know. 5 THE MAYOR: Sir, I never said that. Do you have 6 a recording? 7 MR. ROGERS: Well, either you --8 THE MAYOR: Do you have a recording? 9 MR. ROGERS: -- or my wife lied. One of you. 10 THE MAYOR: I'm sorry. Your wife called me and 11 asked -- told me there was children playing and 12 messing up her banana trees. I told her we were 13 going to try to get a sign built to put in her yard 14 to say do not go in this yard, and I would come 15 personally and pick up your trash for you. 16 MR. ROGERS: Yeah, you did say --17 THE MAYOR: But she called me back and said 18 there wasn't but a little bit and y'all had picked it 19 up. 20 MR. ROGERS: You did say that. THE MAYOR: So I don't understand. 21 22 MR. ROGERS: But you told her you didn't --23 AUDIENCE MEMBER: That's personal. We need to 24 get on with the meeting. 25 THE MAYOR: Yes, we do. I mean, I was trying to

help your family by doing everything I can to make sure those kids stay out of your yard. You know I am.

MR. ROGERS: All right. The City is looking at two potential serious problems. The first problem is, the pedestrian crossways. Apparently people in this town do not understand that the state of Florida gives the right-of-way to the pedestrian. And people blow through those pedestrian crossways like they mad. They crazy. I mean, if you're walking down that path and you get to the pedestrian crossway, you better -- I mean, there is a stop sign there. But the pedestrian has the right-of-way, not the car. The car should have the stop sign. And that is a state law. I saw a kid almost get hit on his bicycle. People jammed on their brakes to keep from hitting him.

THE MAYOR: Yes, sir.

MR. ROGERS: That is one serious problem that needs to be corrected. The other serious problem is, your ball field that you're fixing to build, the infield is going into people's backyards. And according to you, you said the City don't have money put a fence up. So therefore, you are putting — if there's some kid playing in the person's backyard or

the person is in their backyard grilling and the ball field kid, hopefully gets him a good home run over the field and it goes into somebody's backyard and hits them, you're opening yourself up for a liable suit because you have no protection to stop the balls from going into people's backyards.

THE MAYOR: I know on the other side over there where the 11 and 12 year olds play, there's a fence over there in people's backyard. And when we hit balls over there -- I remember when I used to coach, they wouldn't give us our balls back, they just kept them.

MR. ROGERS: Well, I find a lot of -- I find the balls in my backyard when I hit with my lawn mower.

THE MAYOR: Yes, sir.

MR. ROGERS: All you've got to do is look at that right there and count from Eighth Street down.

And Eighth Street is where the kid almost got run over on his bicycle.

THE MAYOR: Right.

MR. ROGERS: I mean...

THE MAYOR: I have asked John Grantlin to bill -- get me a price on a sign that would say please do not enter per the City -- in your yard per the City of Port St. Joe.

MR. ROGERS: I know my three minutes are up.

But I don't care if a kid come and gets his ball out of the yard. What I don't like is the kid coming in my yard and peeing. My yard is not a bathroom.

They've got bathrooms there.

THE MAYOR: Yes, sir.

CITY MANAGER: Mayor, can we suggest that when start moving this plan forward to the committee that maybe we can look at putting a fence in there to see -- that's one of the options we can look at in there to see.

THE MAYOR: Yes. We may be able to afford it. The City can't.

CITY MANAGER: We may or may not be able to do it, but that's something we can look at?

THE MAYOR: I don't remember how much John Grantlin told me it was. But it was a lot of money.

CITY MANAGER: So that may be something we can utilize when we put this plan together in there. If that's something we need to do to move forward and make this thing work for the community, why don't we try to do that.

MR. ROGERS: If you're going to build a complex in a housing area, there should be a barrier to prevent balls from going into somebody else's yard.

Just like if you're driving down the highway and -now this is in Panama City, so I know it's different.
But they've got the driving range over there right
down the side of the road.

THE MAYOR: All right, sir. And I hear everything you're saying. I really do.

MR. ROGERS: And they've got a barrier so people can't slap a ball out across there and hit somebody's car, you know, and cause an accident.

THE MAYOR: Yes, sir. And I will work on trying to solve y'all's problems. I've already told your wife. I met with her and told her. She called me on the phone, I talked with her on the phone and told her what I would try to do. I even offered to come get the trash out of your yard.

MR. ROGERS: Yeah, I know. I already picked the trash up.

THE MAYOR: I know. Because she called me back and told me not to worry about it, y'all had already picked it up. She said, but please try to help us. And I said, I certainly will. And that's what I'm going to try to do is help you.

MR. RICH: Trying has run out a long time ago.

THE MAYOR: Okay. Sir, your three minutes is up.

MR. ROGERS: Thank you.

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THE MAYOR: Yes, sir. Thank you.

MR. ROGERS: Everybody's time runs out when you get tired of listening to your problem. Some kid gets hit on their bicycle, it's going to be nobody's fault but y'all's, or whoever is in charge of controlling the road.

THE MAYOR: Yes, sir.

MR. WOMACK: Good evening. I know there's a baseball this evening. I had some prepared notes.

I'll be brief. My name is Steve Womack. I'm a full-time resident of Port St. Joe. Bo,

Mr. Patterson, I see this as another leadership failure. I know -- you're laughing again. I'll get to that. I had previously asked for your resignation after you defending Mr. Thursby's indefensible actions. Remember when --

A. I showed compassion for somebody that I --

MR. WOMACK: Can you please not cut me off, sir? It's my turn to talk. I have three minutes. If we're not -- if we're talking about other things, we have more than three minutes. But when we're talking about you, we only have three minutes, and you're going to take that three minutes from me. So please --

THE MAYOR: Give him an extra two minutes.

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Well, thank you, sir. So when you MR. WOMACK: were defending Mr. Thursby, you had stated things about second chances and judgment and caring and all of these Christian ethics. You fell on his sword for a man that was clearly in the wrong. Fast forward to Friday and you're going to throw a man under the bus. You're going to ruin his livelihood, you're going to ruin his finances, you're going to ruin his reputation, you're going to ruin his family, you're his life. For what? I mean, we keep hearing the same thing. So for me personally -- and the last time I spoke to you about your leadership and your leadership failure -- I think you're bad for the city. I know you're bad. Because I've seen other I've been other places. I was in Iraq and Afghanistan, and I saw better leaders than you?

THE MAYOR: Thank you for your service.

MR. WOMACK: I saw better leaders than you, sir.

I'm asking you for the second time please, sir,

resign.

THE MAYOR: Not no, but hell no.

MR. WOMACK: Well, you've got one fan back there. That's very nice.

AUDIENCE MEMBER: He's got two.

AUDIENCE MEMBER: He has many.

THE MAYOR: Do y'all want to stand up for me, the ones that believe in me.

AUDIENCE MEMBER: Yes

MR. WOMACK: So --

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THE MAYOR: This man does.

So let me finish up with this, to MR. WOMACK: the people, please remember that Pam Bondy is our state attorney. She has a web page. And if you to myfloridalegal.com, in the bottom right corner of the opening page under Resources is a spot that says File a Complaint. If anyone in this room on either side of this lecturn or desk, the staff or the people of Port St. Joe or the county, have any firsthand personal knowledge of an ethical or legal problem for our elected officials, do the right thing, do the morale thing, do the hard right over the easy wrong and submit a complaint. Whose life are these people going to destroy next. The whole thing tonight was going to be to elect the new guy in. That's why they had a special meeting. Get rid of him and tonight they would have voted on the new quy. And then the new guy was going to be a yes man. And he was going to start firing other people on the staff. should look around and wonder who's next.

1 AUDIENCE MEMBER: Amen. 2 AUDIENCE MEMBER: Amen. 3 AUDIENCE MEMBER: Tell it. 4 MR. WOMACK: These people are not chesspieces on 5 a board. This is not a checker game for you, Mr. 6 Mayor. These are people. How do you think these 7 people feel going to work every day now thinking that their job is on the line. You are not leading this 9 city. You are putting another black eye on Port St. 10 Joe, and the people deserve better. Please submit 11 your resignation. Thank you, sir. 12 THE MAYOR: Thank you, sir. 13 AUDIENCE MEMBER: Recall it. 14 MR. WOMACK: It's a process, and we'll get 15 there. 16 MS. BURKE: I have something to say. 17 THE MAYOR: Yes, come on up. 18 MS. BURKE: My name is Angel Burke, and I live 19 1005 Garrison Avenue. And I've stood back there and 2.0 I've watched four or five incidences. I know 21 there -- in case y'all didn't know, today is National 22 Peace Officer's Memorial Day for all the men and 23 women who are gunned down in the line of duty. Okay, 24 in case y'all also didn't know, what do you have on

staff, four police officers, four.

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CHIEF HERRING: There's eight of us.

MS. BURKE: Four. So for y'all to expect them to be everywhere all the time from the Windmark Beach to down here to everywhere they're supposed to be, that's craziness. Just craziness. And by all means, if you can't stand behind them, put on a uniform and stand with them.

AUDIENCE MEMBER: Amen.

THE MAYOR: I have always stood behind the police force. And I think the Chief knows that. He knows how I am about the police force.

Anyone else?

(No response.)

THE MAYOR: All right, Commissioner Buzzett.

Α.

COMMISSIONER BUZZETT: Okay, Mayor. Let me catch my breath a little bit here.

THE MAYOR: All right.

COMMISSIONER BUZZETT: The PSJRA extension is hanging over our hands. I just want to bring that up tonight. A ten year extension has been voted on by the PSJRA to bring to the City, and I'd like to put it on the next meeting's agenda for us to consider. I think they've done wonderful things. They expanded the boundaries, which includes north St. Joe, which

will help them with their projects. So I would like to, you know, I guess you'd say put you on notice that I'd like to have that on the agenda for the next meeting. And also I'd like to say that I've got two more meetings. And I'd love to go out with -- I mean, these guys, they were elected to serve the city. They came out tonight and said let's move I applaud them for that. I think it's important for the city. But, you know, we need to all work together. And the attacks on the commissioners and the attacks on each other, is not helping us. I know folks are upset. If you're upset with the Commission or you're upset with me, call me and let's sit down and meet and see if we can work things out. But coming up in the public and bashing, That's it. we need to try to get past that.

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THE MAYOR: That's it, sir. Okay, Mr. Lowry.

COMMISSIONER LOWRY: I don't have anything

tonight.

COMMISSIONER ASHBROOK: I'll keep it brief. I want to get to that game as well. I just want to let this Board know that I think it was eight months, possibly a year ago we had talked about possibly adding a drug dog. And it just wasn't in the cards. It wasn't in the budget. It got cut. And I said

that I would be more than happy to go out and try to privately raise those funds. I'd just like to let y'all know, as of I think a couple of days back, maybe Friday it was, I turned in the last \$200 donation to the Chief. And we have raised the, I think, \$6,000 that it's going to take. So that has happened. We have a dog that's been donated and an officer willing to be trained and a trainer in Gulf County. So I do want to also put that on the agenda, Jim, for the next meeting to work out the details on that.

AUDIENCE MEMBER: That's good.

2.2

COMMISSIONER ASHBROOK: That is all I have, Mr. Mayor.

THE MAYOR: All right. Thank you, sir. Mr Langston.

COMMISSIONER LANGSTON: I'd just like to thank you everybody for coming out. And I want to revamp back on the fact, you know, about to rezoning north Port St. Joe. And, you know, rezoning is the foundation for redevelopment. And in order for us to redevelop north Port St. Joe, that's what we have to do first. Thank you for coming out. And y'all have a nice night.

THE MAYOR: I don't have anything to say

tonight. I appreciate everybody being out here. I would ask everybody if we could, you know, let's be nice to each other. AUDIENCE MEMBER: Wow. Wow. THE MAYOR: Just can't reason with them, can you? All right, that's all I have. I ask for a motion to adjourn. COMMISSIONER ASHBROOK: So moved. COMMISSIONER LOWRY: So moved. THE MAYOR: Adjourned. (Conclusion of the meeting at 7:40 Eastern Time) 2.2 

### STATE OF FLORIDA COUNTY OF Bay REPORTER'S CERTIFICATE I, LISA BEWLEY, Court Reporter, DO HEREBY CERTIFY that I was authorized to, and did stenographically report the Commission meeting, that a review of the transcript was not requested and that the transcript is a true and complete record of my stenographic notes. I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action. DATED this 13th day of June, 2018. Lisa H. Bewley

# MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, June 19, 2018, AT 6:00 P.M.

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Langston, and Lowry. City Manager Jim Anderson and City Clerk Charlotte Pierce, and City Attorney Adam Albritton were also present.

### **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to approve the Minutes of the Regular Commission Meeting on June 5, 2018, the Special Meeting of June 13, 2018, and the Workshop Meeting on June 14, 2018. All in favor; Motion carried 5-0.

Mayor Patterson recognized retiring Commissioner Rex Buzzett for his 10 years of dedicated service to the City and presented him with a plaque for his service. Commissioner Buzzett thanked the citizens for the opportunity to serve and wished the Commissioners well in their future endeavors. He shared a favorite quote from Sir Winston Churchill "We make a living by what we get, but we make a life by what we give" and reminded the Commissioners he was leaving the Commission in great financial shape and charged them to take good care of the finances.

### Swearing in of elected Officials

Gulf County Judge Timothy J. McFarland administered the Oath of Office to returning Commissioners Eric Langston and Brett Lowry and incoming Commissioner Group IV, Scott Hoffman. Family members of each Commissioner participated in the Swearing in Ceremony.

### PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA) There was no update on this.

City Attorney Albritton shared that the Florida Coastal Conservancy, Inc., objected to the terms of the proposed lease. This item will be on the Agenda for the July 17, 2018, meeting.

The attorney also read aloud Form 8B, Memorandum of Voting Conflict that was completed by Commissioner Lowry in reference to his abstention of voting on June 5, 2018, concerning the possible extension on the PSJ CRA. Mr. Lowry is an employee of the Gulf County Board of County Commissioners and they voted 5-0 not to support the renewal or extension of the CRA.

### CITY MANAGER'S REPORT - Jim Anderson

### **Old Business**

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, for Commissioner Langston to replace retiring Commissioner Buzzett as the City's representative to the Gulf County Parks Subcommittee for 10<sup>th</sup> Street Park. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, for Commissioner Hoffman to replace retiring Commissioner Buzzett as the City's representative on the Sacred Heart Hospital Committee. All in favor; Motion carried 5-0.

Tenth Street Park – The following individuals, once again, reiterated their thoughts on the Tenth Street Park proposals. Christy McElroy, Elaine Rogers, John Fadio, Robert Farmer, Jr., Robert Branch, Tyler McGuffin, Arthur Rogers, Jill Bebee, Clare Morris, and Fred Morris, A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve Option 6 with the understanding that one of the softball fields could be removed and the size could possibly be reduced. All in favor; Motion carried 5-0. This recommendation will be given to the Gulf County Parks Subcommittee for 10<sup>th</sup> Street Park at their meeting on June 20, 2018, at 9:00 A.M.

Golf Cart Workshop June 26, 2018, at 6:00 P.M. – Mr. Anderson reminded the Commissioners of the Workshop.

Road Bond Money Update – The Gulf County Board of County Commissioners has approved the paving portion of the Road Bond Money. The Waterline segment is on the County's Agenda for Tuesday, June 26, 2018.

Water Canal Crossing – Commissioner Lowry has been meeting with representatives of American Forestry Management, Wimico Timber, and BTG Timber to work out the possibility of a temporary bridge crossing over the water canal that will get them away from crossing at the headwall. Will Leonard of American Forestry Management gave the Commission a brief history of being able to use the crossing, the impact it has had on his clients when they were denied access by the headwall, and noted their concerns. A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, for staff to discuss these issues in hopes of reaching a resolution. All in favor; Motion carried 5-0

### **New Business**

Resolution 2018-06, Vacating the Plat of the Bayview Subdivisions – Attorney Tom Gibson, representing the St. Joe Company, requested the plat be vacated. A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to vacate the Plat of the Bayview Subdivision. All in favor; Motion carried 5-0.

Coastal Plantation Development Order Request – JR & JR Holdings LLC & BGR 7 14 LLC Parcel #03072-001R:

Commissioner Lowry stated that he would be abstaining on this issue as he is a business associate of developer Ralph Rish. Commissioner Lowry completed the Form 8B Memorandum of Voting Conflict and it is attached as Exhibit A. A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to grant the Coastal Plantation Development Order. Motion passed 4-0 with Commissioner Lowry abstaining.

Tenth Street and Woodward Avenue Four Way Stop – Mayor Patterson requested that a Four Way Stop be placed at the Intersection of Tenth Street and Woodward Avenue to slow the traffic using Tenth Street down. A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Four Way Stop at Tenth Street and Woodward Avenue and to also add a Four Way Stop at the Intersection of Tenth Street and Marvin Avenue. All in favor, Motion carried 5-0.

Mr. Anderson shared that an Air Conditioning Unit had gone out at the Washington Gym, it is not repairable, and a replacement should be under the bid threshold of \$10,000. There is a possibility the County can work with the City to replace the unit. A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, for Staff to work on securing quotes. All in favor; Motion carried 5-0.

Mr. Anderson noted that the next meeting of the City Commission would be on July 3, 2018, which would be the evening prior to July 4<sup>th</sup>. A Motion was made by Commissioner Langston, second by Commissioner Ashbrook, to cancel the July 3, 2018, meeting. All in favor; Motion carried 5-0.

### Public Works - John Grantland

Water Meters – Replacement update: This project is moving forward and Mr. Grantland anticipates it will be completed in two weeks.

Jones Homestead Sewer – Work will begin next week in the area of Plantation Drive and move toward Cessna Drive.

Fishing Piers - Clifford Sims Park: Staff continues to work with the draftsman on this.

FDOT Permitting – Mr. Grantland has handled this in the past but due to the current work load and time requirements, he recommended allowing Dewberry Engineering to handle this for the City. It is a pass through, is covered by fees, and will not be an additional cost to the City. A Motion was made by Commission Ashbrook, second by Commissioner Hoffman, for Dewberry Engineering to handle this. All in favor; Motion carried 5-0.

**Surface Water Plant – Larry McClamma** did not have anything new to share with the Commission and invited Commissioner Hoffman to tour the plant.

**Wastewater Plant – Kevin Pettis** shared the new sonic disrupter is in, it was cheaper than the first disrupter, and he hopes to have it in place tomorrow.

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#### Finance Director - Mike Lacour

Budget Timeline – Mr. Lacour noted the final draft of the 2017 Audit has been received and he is in the process of reviewing it. Mr. Lacour will ask City CPA, Ben Vance, to attend the July 17, 2018, meeting to give a report on the audit.

### City Engineer - Clay Smallwood, Ill

Updates - There were no updates as Mr. Smallwood is at a conference.

Code Enforcement no action was required.

**Police Department – Sgt. Jake Richards** did not have anything new to share for the PSJ Police Department.

**City Clerk - Charlotte Pierce** reminded the Commissioners that their Financial Disclosure Forms are due to the Supervisor of Elections, John Hanlon, by July 2, 2018.

### Citizens to be Heard -

Linda Wood, representing the St. Joseph Historical Society, Inc., asked if a decision would be made at the July 17, 2018, meeting concerning the lease with the Florida Coastal Conservancy, Inc.

John Fadio stated he did not see a problem with traffic on Tenth Street and that is was a waste of time to add a Four Way Stop there.

Chester Davis thanked the Commission for their cooperation for the Juneteenth celebration last Saturday, noted the Air Conditioning did not work very well, it was a great event but the crowd was not what they had expected. He noted there is plenty of space at the Washington Site and other locations in town for ballfields, and encouraged the Commission to use what is available.

### **Discussion Items by Commissioners**

Commissioner Hoffman thanked those present for attending the meeting and sharing their thoughts and expressed his appreciation to former Commissioner Buzzett for his service to our City. He noted that the Juneteenth Celebration was a good history lesson, and hoped the Commission could find a way to fix the air conditioning unit. Commissioner Hoffman also requested that a Workshop beheld to better understand the opportunities for Triumph Funding.

Commissioner Lowry did not have anything further to discuss.

Commissioner Ashbrook welcomed Commissioner Hoffman to the Commission.

Commissioners Langston thanked the NPSJ PAC for hosting the Juneteenth Celebration and noted he was disappointed that more people did not attend.

Mayor Patterson asked about when the sidewalks would be added to David Langston Drive. Mr. Anderson is to check with FL DOT to see when they are on the project.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to adjourn the meeting at 8:10 P.M.

Approved this day of	2018.	
James "Bo" Patterson, Mayor	<del>s</del> 9	Date
Charlotte M. Pierce, City Clerk	2 %	Date

## FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME  LOWER Great Charles	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners		
MAILING ADDRESS	THE BOARD, COUNCIL. COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:		
CITY COUNTY	CITY COUNTY COTHER LOCAL AGENCY		
Port St. Joe, FL Gulf	NAME OF POLITICAL SUBDIVISION: City of Port St. Joe		
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:		
06/14/90/9	☐ ELECTIVE ☐ APPOINTIVE		

### WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

### INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### **ELECTED OFFICERS:**

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### **APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the
minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

### **APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- · The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- · You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the
  meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
  agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST			
1, Breff C. Lowry, hereby disclose that on 06/19/2018, 20/18:			
(a) A measure came or will come before my agency which (check one or more)			
inured to my special private gain or loss;			
inured to the special gain or loss of my business associate, bux oper Rolph Rich			
inured to the special gain or loss of my relative,			
inured to the special gain or loss of, by			
whom I am retained; or			
inured to the special gain or loss of, which			
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.			
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:			
If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.			
Date Filed Signature Signature			

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# MINUTES OF THE TRIUMPH FUNDS AND GOLF CART WORKSHOPS FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA HELD AT 2775 GARRISON AVENUE, June 26, 2018, 5:30 P.M.

The following were present: Mayor Patterson, Commissioners Ashbrook and Hoffman. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Adam Albritton, Police Chief Matt Herring, and City Insurance Agent Dwight Van Lierop were also present. Commissioners Langston and Lowry were absent.

### **Agenda**

### **Triumph Funds**

The Triumph Funds Workshop scheduled for 5:30 P.M. was cancelled as Jason Shoaf was unable to get out of Atlanta and could not make the meeting. A Cancellation Notice was posted prior to 5:30 P.M. that the meeting had been cancelled. Mr. Shoaf offered his apologies for not being able to make the Workshop and volunteered to meet with Commissioners individually or reschedule the Workshop.

### **Golf Carts**

Commissioners Ashbrook, Hoffman, and Mayor Patterson shared their concerns about the current Ordinances, issues with Golf Carts, safety factors, education of rules, and underage drivers.

Chief Herring noted the need for a mechanism to collect fines, enforce rules, and whether to use the Uniform Traffic Citation or in-house Ordinances. He has spoken with Becky Norris, Gulf County Clerk of Court, and there would be a \$10 charge per ticket to handle the collection. Chief Herring shared that his Administrative Assistant, Amber Miller, has created a concise tri-fold on Golf Cart rules that is given to each owner when their Golf Cart in inspected.

Mr. Van Lierop clarified several questions concerning golf cart insurance issues.

Attorney Albritton referenced the policies that he had copied from other cities and State Statutes for Golf Carts.

The following individuals shared their concerns and offered their thoughts on Golf Carts.

Barbara Radcliff, Phil Earley, Marsha Dewsbury, Stan Price, Boyd Pickett, Quin Lowrey, and Rosemary Lewis.

The following citizens volunteered to serve on a Golf Cart Committee, Boyd Pickett, Phil Earley, Ed Creamer, Rosemary Lewis, Stan Price, and Graham and Marsha Dewsbury. Another Workshop will be held once the Committee has a recommendation for the Board.

A Motion was made by Commissioner Ashbrook, second by Commission Hoffman, to adjourn the meeting at 7:15 P.M.

Approved this day of 2018.	
James "Bo" Patterson, Mayor	Date
Charlotte M. Pierce, City Clerk	Date

### **ORDINANCE NO. 547**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. JOE, SPECIFICALLY TO ADOPT EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; (1) UPDATE THE GOALS, OBJECTIVIES AND POLICIES OF THE FUTURE LAND USE, TRAFFIC CIRCULATION, HOUSING, INFRASTRUCTURE, COASTAL MANAGEMENT, CONSERVATION, ECONOMIC AND CAPITAL IMPROVEMENT ELEMENTS OF THE COMPREHENSIVE PLAN, (2) TO UPDATE THE FUTURE LAND USE MAP SERIES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

WHEREAS, Section 163.3191, Florida Statutes, requires that local governments evaluate their comprehensive development plans to determine if plan amendments are necessary to reflect changes in state requirements since the last update of their comprehensive development plan, and notify the state land planning agency as to its determination; and

WHEREAS, the City provided this notice to the state land planning agency on February 17, 2017, and Section 163.3191, Florida Statutes, requires that local governments who have determined that plan amendments are necessary to reflect changes in state requirements transmit the amendments to the state land planning agency within one year of notification, that date being: March 1, 2017; and

WHEREAS, on February 13, 2018, the Planning and Development Review Board sitting as the local planning agency for the City, recommended transmittal of the amendments to the comprehensive plan of the City; and

WHEREAS, the City Commission desires to adopt the amendments to the current comprehensive plan to guide and control the future development of the City, and to preserve, promote, and protect the public health, safety, and welfare.

WHEREAS, on February 20, 2018 the Port St. Joe City Commission authorized transmittal of the proposed plan amendment to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. APPROVAL

The City of Port St. Joe Comprehensive Plan Is hereby amended as set forth on Exhibit "A".

SECTION 2. CONSISTENCY WITH CITY OF PORT ST. JOE COMPREHENSIVE PLAN

The Board of City Commissioners hereby finds and determines that the approval of the amendments is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan as amended.

### SECTION 3. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 4. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

### **SECTION 5. SEVERABILITY**

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

### SECTION 6. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

This Ordinance was adopted :, 2018.	in open regular meeting after its second reading this day of
	THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA
	By:
Attest:Charlotte M. Pierce City Clerk	

# City of Port St. Joe Comprehensive Plan



# 2018 Comp Plan Update EAR Based Text Amendments

### EAR Based Text Amendments Summary

At least every seven years, pursuant to Rule Chapter 73C-49, Florida Administrative Code, local governments are responsible for determining whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated. The following amendments are proposed as part of the Evaluation and Appraisal Report (EAR) process.

### **Future Land Use Element**

- Revise Policy 1.1.3 to update rule references regarding stormwater management requirements.
- Revise Policy 1.4.2 to include the North Port St Joe area.
- Revise Policy 1.4.5 to update reference to general planning efforts in the North Port St Joe area
- Revise Policy 1.9.4 to delete reference to previously approved Town Center PUD which since
  then has been abandoned and include reference to adopted Map 20 which shows the linear green
  space along the canal on Forest Park Avenue

### **Conservation Element**

- Revise Policy 1.2.2 to update reference to "high aquifer recharge areas" as suggested by the water management district.
- Revise Policy 1.3.1 to update rule references regarding stormwater management requirements.
- Revise Policy 1.7.11 to reflect current LDRs citation.
- Revise Policy 1.9.6 to reflect ongoing efforts to reduce water losses; the City has indicated that they are currently around 15% due to flushing and the effort to continue replacing old pipes.
- Delete Policy 1.9.8 as the City has already adopted such ordinance to conserve water.
- Renumber Policy 1.9.9 as Policy 1.9.8

### **Coastal Management Element**

- Add Policy 1.1.5 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires the floodplain administrator or building official to review proposed development sites to ensure safety from flooding and minimize flood damage through design in accordance with the city's Floodplain Management Ordinance.
- Revise Objective 1.4 to change reference to Traffic Circulation Element.
- Revise Policy 1.4.2 to change reference to Traffic Circulation Element.
- Revise Policy 1.5.1 to add timeframe for achievement of the policy.
- Add Policy 1.5.4 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy encourages the removal of real properties from flood prone areas
- Add Policy 1.5.5 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy considers purchasing flood prone areas for recreation uses and open space.
- Revise Policy 1.6.1 to ad timeframe for achievement of the policy.
- Revise Policy 1.6.4 to include ERP statutory references.

- Add Policy 1.6.5 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy continues to upgrade stormwater infrastructure.
- Revise Policy 1.9.1 to include ERP statutory references.
- Add Policy 1.9.2 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires an update to the Floodplain Management Ordinance and ensure consistency with the Florida Building Code.
- Add Policy 1.9.3 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires construction seaward of the coastal construction control line to be consistent with chapter 161, Florida Statutes.
- Add Policy 1.11.2 to require a plan to be in place for special care facilities in times of natural disasters.
- Add Objective 1.13 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The Objective requires assessment of impacts from sea level rise in order to reduce flooding risk.
- Add Policy 1.13.1 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires an update and maintenance of maps identifying high flood hazards areas.
- Add Policy 1.13.2 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires utilizing mapping tools to identify development and redevelopment areas that are at high risk for flooding.
- Add Policy 1.13.3 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires the consideration of sea level rise on future decisions regarding infrastructure and public facilities.
- Add Policy 1.13.4 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy requires updates to the land development regulations to enhance flood mitigation measures.
- Add Policy 1.13.5 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy considers participation in the National Flood Insurance Program and enhancing Community Rating System scores.
- Add Policy 1.13.6 to meet the new requirements of the 2015 statutory changes to the Coastal Management Element. The policy identifies efforts to ensure compliance with the National Flood Insurance Program.

### **Infrastructure Element**

- Revise Objective 1.1 to reflect continue implementation of procedures to ensure availability of services when needed to serve development.
- Revise Policy 1.1.5 to update rule references.
- Revise Objective 2.1 to delete specific infrastructure improvements as they should be included in the Capital Improvements Plan
- Update Objective 2.2 to reflect new planning horizon of 2030.
- Update planning horizon to 2030 and coordinate with the NWFWMD to ensure Water Supply Facilities Work Plan is OK for new planning timeframe.

### **Traffic Circulation Element**

Revise Policy 1.5.5 to delete reference to abandoned Town Center PUD

### Housing

- Revise Objective 1.2 to reflect the City's efforts to continue to evaluate the number of units that need improvements.
- Revise Policy 1.2.3 to accurately reflect the City's actions to improve housing conditions.
- Revise Objective 1.3 to reflect the City's efforts to continue to decrease the number of people living in substandard housing in the community.

### **Capital Improvements Element**

- Delete Policy 1.5.3 defining "financial feasibility" as the requirement that the schedule of improvements demonstrate financial feasibility has been eliminated.
- Renumber Policy 1.5.4 as Policy 1.5.3
- Update Exhibit 1. Capital Improvements Plan
- Update Exhibit 2. Gulf County 5-Year School District Facilities Work Program

### **Economic Development Element**

- Revise policy 1.1.6 to reflect continuation of participating on the Competitive Florida Partnership program as the City was already designated as a pilot community
- The City is proposing to revise Policy 1.2.3 to update the name of the Gulf County Economic Development Coalition.

**FUTURE LAND USE ELEMENT** 

## FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

- GOAL 1: ENSURE THAT FUTURE DEVELOPMENT AND REDEVELOPMENT OF THE CITY ACCOMMODATES THE PROJECTED POPULATION PROMOTING DEVELOPMENT PATTERNS WHICH SUPPORT VIBRANT ECONOMIC AND SOCIAL DEVELOPMENT IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.
- **OBJECTIVE 1.1:** Growth management in the City will be in accordance with the adopted plan. The City will enforce adopted land development regulations that require land development to be compatible with topography, soil and natural resource conditions, land use categories and the availability of adequate facilities and services at or above adopted level of service.
  - **Policy 1.1.1:** Development of vacant lands will require provisions for drainage and stormwater management which are to be in compliance with State regulations.
  - Policy 1.1.2: Open space provisions, as well as safe and convenient on-site traffic flow provisions will be required for developments under the City's adopted land development regulation.
  - Policy 1.1.3: The City will develop and maintain an on-going program of stormwater management, including both regulation and capital improvements. Stormwater regulations shall rely upon existing laws and rules for permitting criteria. Stormwater permits must be obtained pursuant to the provisions of Rule 62 346-Environmental Resource Permitting (ERP). Chapter 62-330 and Chapter 62-312, Florida Administrative Code (F.A.C.) and comply with applicable provisions of Chapters 62-4 and 62.520 F.A.C. prior to the City issuing final development approval.
- **OBJECTIVE 1.2:** The City will require that facilities and services be provided concurrently with the impacts of development. The City will include provisions for public utility crossings, easements, or rights-of-way in the land development regulation.
  - **Policy 1.2.1:** New development within the City will be in areas within or immediately adjacent to existing areas of public services (sanitary sewer, solid waste, drainage and potable water).
  - **Policy 1.2.2:** No additional septic tank permits will be issued in any area where city sewer service is available within the city limits in accordance with the existing Sewer Use Ordinance.
  - Policy 1.2.3: The concurrent availability of facilities and services necessary to serve proposed developments at the City's adopted Level of Service (L.O.S.) will be required before development will be approved. L.O.S. standards are listed in the transportation, recreation and open space, public schools facilities and infrastructure (sewer, waste, drainage, potable water, groundwater; recharge element) elements of the plan.
  - Policy 1.2.4: As with public services, projected growth will occur along the existing traffic circulation network, owing to the availability and accessibility of vacant/undeveloped land within this network. The City will enforce land development regulations which address

abutting incompatible land uses by requiring vegetative screening to create buffer zones between incompatible land uses if they occur.

**Policy 1.2.5:** The City shall coordinate with legally established public utilities or public works consistent with statutory requirements and as provided in local franchise agreements, to provide land needed for location of utilities facilities.

**Policy 1.2.6:** The City shall not provide public facilities or services outside its incorporated limits unless provided for by inter-local agreement or contract.

**OBJECTIVE 1.3:** The City will reduce or eliminate land uses inconsistent with the character of the community as defined by the plan.

**Policy 1.3.1:** Provisions for compatibility of adjacent land uses have been outlined by the plan. Through the adoption and implementation of development regulations, compatibility of adjacent land uses will be enforced; for example, the character of existing residential neighborhoods will be preserved from commercial encroachment by adequate buffering.

Policy 1.3.2: The City will strictly enforce standards on non-conforming land uses.

**Policy 1.3.3:** The City's Comprehensive Plan will control land uses, densities and intensities of development within the City as well as provide for mixed land use designations and development policies.

**Policy 1.3.4:** Densities or intensities of use for each future land use category are as follows:

### Very Low Density Residential (VLR)

Density--No more than 4 dwelling units per acre. Intensity--no more than 40% lot coverage. Building height limitation: 35 ft.

### Low-Density Residential (R-1)

Density--No more than 5 dwelling units per acre. Intensity--no more than 40% lot coverage as determined by dividing the impervious areas by the gross area of the site or lot. Building height limitation: 35ft.

### Medium Density Residential (R-2):

Density--Five to seven units per acre. Intensity--No more than 60% lot coverage as determined by dividing the impervious areas by the gross area of the site or lot. Zoning Sub-district R-2a Building height limitation: 35 ft; Zoning Sub-district R2b Building height limitation: 60 ft.

### High Density Residential (R-3):

Density--Seven to 15 units per acre. Intensity--no more than 80% lot coverage as determined by dividing the impervious areas by the gross area of the site.

Building height limitation: 60 ft.

### Very High Density Residential (R-4):

Density – 15-30 units per acre. Intensity –no more than 80% lot coverage as determined by dividing the impervious areas by the gross area of the site. Building height limitation: 60 ft. This land use category shall only be available for parcels of land north of Tapper Bridge and south of the intersection of Government lot 2, Section 27, Township 7 South, Range 11 West of the eastern right-of-way line of US 98 highway.

### Commercial District (G.C.):

Intensity–100% lot coverage in the Central Business District (Blocks 2, 3, 7, 8, 14, 15, 22, and 23), 90% in all other areas. Building height limitation: 60 ft.

### Low Intensity Commercial:

Intensity--60% lot coverage. Building height limitation: 60 ft

### Industrial District (D:

Intensity--no more than 90% lot coverage. Building height limitation: 60 ft.

### Low Intensity Industrial:

Intensity--no more than 65% lot coverage. Building height limitation: 60 ft.

### **Public Use:**

Intensity--100% lot coverage in the Central Business District--60% lot coverage in all other areas.

Building height limitation: 60 ft.

### Recreational:

Intensity – no more than 40% lot coverage. Building height limitation: 35%

### Open Space:

Intensity - no more than 10% lot coverage. This category shall be used for undeveloped lands suitable for passive recreation or conservation uses.

### **Conservation:**

This category shall be used for protection of natural resources. No development shall be allowed in Conservation areas.

### **Mixed Use**

The purpose of this land use category is to allow a mix of Residential, Commercial and other uses to promote development of a high quality environment for living, working or visiting. Other uses allowed are Industrial, Public uses, Recreational, Open Space and Conservation. The Mixed Use category may be assigned to appropriate areas of the City and will be limited to areas with an adequate level of public facilities and services. The Mixed Use category will encourage vertical integration of various residential and non-residential uses within these areas, achieving internal trip capture. Development in areas

designated as Mixed Use category shall contain the minimum percentage of at least two of the following Land Use Categories:

Land Use Category	Allowabl	le Mix of Uses
Residential	25 -	75 %
Commercial	25 -	75 %
Other uses such as Industrial, Public, Recreational, Open Space and Conservation.	25 -	75 %

Residential density in the Mixed Use land use category may not exceed 15 units per acre; Commercial and Industrial uses may not exceed maximum lot coverage of 90% and 60 ft building height limitation. Mixed Use within the Redevelopment Area delineated in Map 20 shall not exceed 35 ft building height. Intensity standards for other uses allowed in the Mixed Use category are as defined in the individual Public, Recreational, Open Spaces and Conservation land use categories contained in FLUE Policy 1.3.4.

**Policy 1.3.5:** The geographic area described by the Windmark Beach DRI Development Order and identified in City Ordinance 380, shall be subject to not only the provisions relating to density (i.e. no more than 4 dwelling units per acre) described in Future Land Use Policy 1.3.4 for Very Low Density Residential, but also the following:

- 1. Residential land uses shall be limited to a maximum of 1,591 dwelling units, retail uses shall be limited to a maximum of 89,000 square feet, office uses shall be limited to a maximum of 22,000 square feet and motel/hotel uses shall be limited to a maximum of 433 rooms. The development amount will be in accordance with the equivalency matrix as described in the Windmark Beach Development Order.
- 2. Development located within the evacuation zone for a category 1 hurricane as identified in the *Apalachee Regional Hurricane Evacuation Study Technical Report (2004)* and reflected on Map 9A, shall be limited to 190 residential dwelling units. Development within the Coastal High Hazard Area, as defined in Policy 1.1.2 of the Coastal Management Element, identified as the area below the elevation of the Category 1 storm surge line as established by the Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model, and not addressed by Future Land Use Element Policy 1.3.5, shall be limited to the number of units reflected in the master plan and Planned Unit Development (PUD) as of January 1, 2009, unless additional units are approved through a future large-scale plan amendment.
- 3. Development located within the "Recreation" land use category shall be limited to

- recreation uses for the general public and Windmark Beach, including a maximum of 6 boat docks for temporary mooring, dune walkover structures and boardwalks.
- 4. In order to better integrate commercial and residential uses, high intensity commercial uses may be located within a distance greater than 75 feet of residential development as identified on a site specific basis.
- 5.Through the distribution of development, the City will conserve and protect wetlands within the Windmark Beach DRI. Wetland impacts will be avoided whenever practicable, and where unavoidable, impacts will be minimized. Wetlands along the shore and wetlands associated with on-site streams will receive the highest protection. Buffers will be utilized to protect wetlands and on-site streams. Wetland buffers will be naturally vegetated uplands which will be located an average of 50 feet from the jurisdictional line with no development occurring within 25 feet of wetlands, except for minimal encroachment associated with the spine road west of realigned US 98. A buffer of a minimum width of 50 feet from the jurisdictional line shall be maintained along the three on-site streams. Minor encroachments in buffers will be allowed for roads, utilities, gold course flyways, boardwalks and other recreational crossings, but the number of such encroachments will be minimized by collocation of such facilities where feasible.
- **Policy 1.3.6:** The City shall enforce adopted Land Development Regulations that regulate the subdivision of land through provision of, or reference procedures for platting of land, review and approval process for plat approval, design standards, required improvements, required dedications and legal documents, and other such relevant requirements.
- **Policy 1.3.7:** The City will utilize land development review procedures which encourage mixed land uses when beneficial, and to include conservation uses and natural groundwater aquifer recharge areas.
- Policy 1.3.8: The City will regulate signage through provisions of, or reference to, specific and detailed requirements which shall include, but not be limited to, standards for the location or placement of signs, construction standards, prohibited characteristics, compliance with other codes, sign removal or repair procedures, standards for off- premises signs, illumination restrictions, or other such relevant requirements.
- **Policy 1.3.9:** In addition to the density restrictions set forth for the Low-Density Residential (R-1) future land use category within Policy 1.3.4, the following sub-area policies shall apply to the Property:
  - (a) The Property is limited to a maximum of two thousand one hundred twenty five (2,125) residential dwelling units.
  - (b) The boundaries of those wetlands designated as Conservation on the Future Land Use Map may be revised as necessary, without need for an amendment to the Future Land Use Map, following a formal wetland delineation, jurisdictional determination, and accurate surveys, which are relied upon as best available data obtained during the development phases for a proposed development project.
- **Policy 1.3.10:** Development of the site subject to City of Port St. Joe Ordinance No. 423 shall be limited to 70% lot coverage and 50 feet building height exclusive of stacks, and non-habitable towers, including catwalks for the maintenance thereof. The City may allow development up to 65

feet building height upon written approval from Eglin Air Force Base planning office.

Policy 1.3.11: In addition to the height restrictions for mixed use development in the City's Downtown area as shown on Map 20, residential density increases in the Downtown area as a result of City of Port St Joe Ordinance No. 442 adopted on March 16, 2010, shall be limited to the areas located outside the Coastal High Hazard Area.

**Policy 1.3.12**: Development of the property subject to City of Port St. Joe Ordinance No. 477 shall be limited to a maximum of 6 residential dwelling units.

**Policy 1.3.13**: In addition to the density restrictions set forth for the High-Density Residential (R-3) future land use category within Policy 1.3.4, the following sub-area policies shall apply to the development of the Property subject to City of Port St Joe Ordinance No. 500:

- (a) Development of the Property is limited to a maximum of one hundred and fifty (150) residential dwelling units. No density bonus allowable pursuant to the City of Port St. Joe Land Development Regulations shall be allowed on the property described herein.
- (b) The boundaries of wetlands on the eastern and western portion of the site shall be delineated, classified and protected consistent with Conservation Element Objective 1.7 and implementing policies of the City's comprehensive plan and Section 4.11, Wetland protection provisions in the Land Development Code.
- (c) Vegetation, wildlife and their habitat shall be protected consistent with Conservation Element Objective 1.4 and implementing policies of the City's comprehensive plan and Section 4.09, Vegetation and Wildlife and their habitat provisions in the Land Development Code.

**Policy 1.3.14**: In addition to the density restrictions set forth for the High-Density Residential (R-3) future land use category within Policy 1.3.4, the following sub-area policies shall apply to the development of the Property subject to City of Port St Joe Ordinance No. 533:

- (a) Development of the property is limited to a maximum of 24 townhouses. No density bonus allowable pursuant to the City of Port St. Joe Land Development Regulations shall be allowed on the property described herein.
- (b) Stormwater facilities will be designed to meet and exceed level of service standards and protect the functions of natural stormwater management features consistent with Infrastructure Policies 1.1.5 and 1.1.6 of this Plan.
- (c) The boundaries of wetlands on the western portion of the site shall be delineated, classified and protected consistent with Conservation Element Objective 1.7 and implementing policies of the City's comprehensive plan and Section 4.11, Wetland protection provisions in the Land Development Code.
- (d) Building heights of the property shall be limited to 35 ft. The developer of the subject property will maintain a 40 ft undisturbed natural vegetative buffer on the western boundary of the property.

- **OBJECTIVE 1.4:** The City will discourage urban sprawl and encourage redevelopment and renewal of blighted areas by funding infrastructure improvements in commercial areas and continue to support state and federal programs to renew blighted areas. Infrastructure improvements (listed in the Capital Improvements Element) will be accomplished as planned.
  - Policy 1.4.1: Emphasis will be placed by the City in activities which will assist in revitalizing the downtown and the waterfront area. The City will support and cooperate with the downtown merchants, the Downtown Redevelopment Agency Board and the Waterfronts Partnership Committee in providing assistance to implement the vision for these areas and tie the downtown and waterfront together.
  - **Policy 1.4.2:** The City will support the City of Port St Joe Redevelopment Agency to implement the updated Redevelopment Plan and will consider recommendations to revitalize the downtown area and the North Port St Joe area.
  - **Policy 1.4.3:** The City will support the implementation of the recommendations from the Waterfronts Partnership Committee to develop the waterfront area balancing economic growth, ecological concerns and recreational needs of the community.
  - **Policy 1.4.4:** The City will maintain and enhance the waterfront area, integrating downtown development with the waterfront park system, preserving bay views when practical and ensuring that development around the waterfront encourages street level pedestrian activity for residents and visitors.
  - Policy 1.4.5: The City will support the planning efforts of the Friends of the North Port St Joe area Working Group. The City will take into consideration the findings and recommendations of the Working Group to improve conditions in the neighborhood and throughout the City.
  - **Policy 1.4.6:** The City will coordinate and support planning and economic development efforts within the designated Enterprise Zone.
  - **Policy 1.4.7:** The City will support the Brownfield program and promote rehabilitation of old industrial areas, addressing any contamination problems and eventually return these areas for future community and economic development.
  - **Policy 1.4.8:** The City will support Gulf County's designation as a Rural Area of Critical Economic Concern to promote economic opportunities and development.
- **OBJECTIVE 1.5:** The City will protect and restore natural and historical resources by continuing to enforce existing regulations, such as building codes, storm water runoff regulations and subdivision regulations. The City will enforce adopted Land Development Regulations to set up a review process (i.e. site plan reviews) which will review and assess impacts to natural and historical resources caused by proposed development.
  - Policy 1.5.1: The City will protect potable water wellfields and natural groundwater aquifer recharge areas by working with the Northwest Florida Water Management District (N.F.W.M.D.). The City shall protect the quantity and quality of groundwater supply. The City shall regulate development adjacent to designated wellheads and designated surface potable water supplies resources to protect

these water supplies from potential contamination. The City shall enforce Land Development Regulations that prohibit land uses such as sanitary landfills, wastewater treatment facilities, and/or other land uses which store or handle toxic or hazardous waste or materials within wellhead protection areas which area defined as all land within a 500-foot radius of an existing or proposed protected wellhead (see Map 4). Management of pollutant sources will be controlled by provision of, or reference to, specific requirements that shall include, but not be limited to, land use designation, zoning ordinances, source permitting, prohibition and site specific plan review.

- **Policy 1.5.2:** The City will continue to cooperate with the state Division of Historical Resources in identifying and preserving historic and archaeological resources. The City shall seek grants with the Division to conduct a city-wide historic resource survey.
- **Policy 1.5.3:** The City will enforce adopted guidelines for addressing the preservation of historic resources, as a part of its site plan development review regulations.
- **Policy 1.5.4:** Historic resources will be subject to conditional development requirements prior to permits being issued for demolition or substantial alteration. Rehabilitation guidelines shall be as specified in the U.S. Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" as amended.
- **Policy 1.5.5:** The City will enforce standards and criteria included in the land development regulations to protect the natural resources.
- **Policy 1.5.6:** The City shall protect surface water quality of the Port St. Joe freshwater canal by restricting development within the City owned buffer only to necessary surface water treatment facility infrastructures. These structures will be allowed within the area own by the City along the fresh water canal from the Chipola River as shown in Map 16.
- **Policy 1.5.7:** The City shall coordinate with the County to ensure that the entire potable freshwater canal is protected including areas outside the City property as shown in Map 17.
- **OBJECTIVE 1.6:** The City will continue to plan for emergency hurricane evacuation by ensuring the coordination of coastal area population densities with the adopted regional hurricane evacuation plan.
  - **Policy 1.6.1:** The City will coordinate with the Florida Department of Transportation (F.D.O.T.), Gulf County and state and local authorities in providing safe and efficient evacuation routes and signage.
  - **Policy 1.6.2:** The City will enforce building regulations in areas subjected to seasonal flooding and in coastal high hazard areas.
  - **Policy 1.6.3:** The City will maintain safe and adequate hurricane evacuation times and maintain or improve existing level of service standards on roadways as specified in the Traffic Circulation Element and as also specified in the applicable regional hurricane evacuation study
  - **Policy 1.6.4:** The City shall limit the density of dwelling units in the Coastal High Hazard Area (see Map 9) so as not to exceed hurricane evacuation capabilities within the City's jurisdiction. This will be accomplished as part of the development review process.

- **Policy 1.6.5:** The City shall prohibit the construction of new hospitals, nursing homes, and group homes in the CHHA, discourage the siting or expansion of these facilities in Category 2 and 3 Evacuation zones, with the exception of the proposed siting of the Sacred Heart Hospital facility, and limit the expansion of existing sites to the boundaries of the currently developed lot.
- **Policy 1.6.6:** The City shall consider opportunities to decrease residential development potential on remaining vacant lands in the CHHA through plan amendments to less intensive uses, land purchase or transfer of development rights.
- **Policy 1.6.7:** The City will consider the location of the proposed development and hurricane evacuation level and ensure appropriate mitigation prior to approval of new proposed development. The City will consider mitigation, reduction or elimination of uses that are inconsistent with interagency hazard mitigation report recommendations that the City determines appropriate.
- **Policy 1.6.8:** The City will address areas subject to seasonal and periodic flooding and provide for drainage and stormwater management through specific requirements and/or standards for construction in designated flood-prone areas.
- **Policy 1.6.9:** The City will continue to protect areas subject to seasonal or periodic flooding by implementing the Floodplain Management Ordinance designed to:
  - 1. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights and velocities:
  - 2. Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span;
  - 3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
  - 4. Control filling, dredging and other development which may increase erosion or flood damage; and.
  - 5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- **OBJECTIVE 1.7:** The City will coordinate with the County on annexations during the planning period ensuring compatibility and buffering of adjacent land uses.
  - **Policy 1.7.1:** If annexation is proposed to the City, annexation costs will be negotiated.
  - **Policy 1.7.2:** Approval of annexation will require that there are provisions to insure that infrastructure be in place at or above adopted levels of service at the time of development.
- **OBJECTIVE 1.8:** The City will coordinate the comprehensive plan and resultant development regulations with appropriate resource planning and management plans.
  - **Policy 1.8.1:** The City will coordinate land use programs and activities with the Port St. Joseph Bay Aquatic Preserve Management Plan.
  - **Policy 1.8.2:** The City shall coordinate with the School Board on future land use map amendments that increase residential densities in the City.

- **Policy 1.8.3:** School facilities shall be allowed in all land use categories except Conservation, Open Space, Industrial and Low Intensity Industrial categories. New schools shall be located in areas where they become community focal points and proximate to planned residential areas they will serve. New school facilities will not be allowed in existing residential neighborhoods.
- **OBJECTIVE 1.9:** The City will promote energy-efficient land use patterns, and reduce greenhouse gas emissions in the City of through energy conservation growth management strategies.
  - **Policy 1.9.1**: The City will discourage urban sprawl and promote compact, mixed use development to reduce vehicle miles traveled and reduce greenhouse gas emissions.
  - **Policy 1.9.2**: The City will promote activities to revitalize the downtown and waterfront area and provide assistance to implement the vision of these areas and tie the downtown and waterfront together with other areas of the City.
  - **Policy 1.9.3**: The City will provide for continued investment in public facilities and infrastructure in these areas including streetscape and pedestrian improvements, an increased network of bike and pedestrian paths and connections to provide non-auto transportation options and enhance the livability of the City.
  - Policy 1.9.4: The City will promote connections to link the Downtown Port St Joe Area with the planned Town Center development along the bay and North Port St Joe, the Baywalk Park and the City's existing linear green space along the canal on Forest Park Avenue as shown on Map 20 to provide alternative transportation options, reduce vehicle miles traveled, minimize fuel consumption and contribute to reduction in greenhouse gas emissions.
  - **Policy 1.9.5**: The City will encourage green design practices in new development and redevelopment to foster energy efficient land use patterns.
  - **Policy 1.9.6:** The City will support energy conservation measures and practices in the administration, design, and construction of City buildings and facilities to reduce energy consumption and tax dollars allocated for power and fuel.
  - **Policy 1.9.7:** The City will promote education of City employees in energy conservation measures and practices and promote certification for energy conservation practices.
  - **Policy 1.9.8:** The City will support intergovernmental programs with adjacent jurisdictions to promote energy conservation.
  - **Policy 1.9.9:** The City will support incentives and programs by state and federal government to promote energy efficiency and conservation and the use of solar and other clean alternative energy sources.
  - **Policy 1.9.10:** The City will support initiatives that generate energy from local renewable sources as a part of economic development efforts.
  - **Policy 1.9.11:** The City will coordinate and support Gulf County efforts to attract green energy technology industries to the region.

## CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1: THE CITY OF PORT ST. JOE WILL CONSERVE, PROTECT, AND APPROPRIATELY MANAGE THE NATURAL RESOURCES DESCRIBED IN THE CONSERVATION ELEMENT OF THE PLAN TO ENSURE THE HIGHEST ENVIRONMENTAL QUALITY POSSIBLE CONSISTENT WITH APPLICABLE STATE AND FEDERALLAWS.

**OBJECTIVE 1.1:** The City will continue to monitor and ensure compliance with established minimum air quality standards.

- **Policy 1.1.1:** Proposed developments which have the potential to lessen ambient air quality will be required to obtain state and federal permits before review of local development application can proceed
- **Policy 1.1.2:** An ambient air monitoring station is presently located at the City's Wastewater Treatment Plant and will continue to monitor ambient air quality
- **OBJECTIVE 1.2:** The City will conserve and protect the quality and quantity of current and projected water sources and waters that flow into the estuarine waters by implementing Policies 1.2.1 through 1.2.3.
  - **Policy 1.2.1:** The City will make improvements to drainage and stormwater system components. Projects will be undertaken in accordance with the schedule provided in the Capital Improvements Element of this Plan.
  - **Policy 1.2.2:** The City will cooperate with NorthWest Florida Water Management District N.W.F.W.M.D. in identifying the <u>prime natural groundwaterhigh</u> aquifer recharge areas and assist the N.W.F.W.M.D in monitoring groundwater quality levels, and conditions for the possibility of salt water intrusion.
  - Policy 1.2.3: Activities that would withdraw groundwater to the point of salt water intrusion or would damage important identified water sources including existing cones of influence, water, recharge areas, inflow to surface public water supply resources and water wells, are recognized as being detrimental to the City's environment and economy and shall be referred to the NWFWMD to be addressed under that agency's authority.
  - **Policy 1.2.4:** The City will adopt procedures for emergency water conservation in accordance with the plans and guidance of the NorthWest Florida Water Management District. (N.W.F.W.M.D.)
- **Objective 1.3:** Minimize erosion, sedimentation and stormwater runoff.
  - **Policy 1.3.1:** The City shall undertake measures to reduce stormwater pollution loads into adjacent water bodies by maintaining an on-going program of stormwater management, including both regulation and capital improvements. The City will review development proposals for necessary stormwater management facility needs and require stormwater permits pursuant to the Environmental Resource Permit provisions of Rule 62 346 Chapter 62-330 and Chapter 62-312. Florida Administrative Code (F.A.C.) and comply with applicable provisions of Chapters 62-4 and 62.520, F.A.C. prior to the issuance of final development approval.
  - Policy 1.3.2: The City shall minimize land use disturbance, clearing of native vegetation and

removal of top soil. The City shall encourage utilization of Low Impact Design (LID) strategies and techniques and construction best management practices (BMPs), such as use of silt fences and sediment basins to retain sediment onsite during development.

**Policy 1.3.3:** The following general requirements shall apply to stormwater management systems throughout the City:

- a) No direct discharge of stormwater to waterways or waterbodies;
- b) When soil and water table conditions allow, require the use of offsite retention systems for stormwater treatment.
- c) Promote the use of BMPs and the "Treatment Train" concept by promoting the use of swales and landscape infiltration systems;
- d) Swale conveyances shall be used to the greatest extent possible;
- e) Projects in areas zoned for Industrial land uses shall assure that industrial pollutants do not enter the stormwater system or come in contact with the surface or ground water.

**OBJECTIVE 1.4:** The City will conserve and protect its natural resources, including fisheries, wildlife, wildlife habitat, marine habitat, minerals, soils and native vegetative communities.

- **Policy 1.4.1:** The City shall support the conservation and protection of ecologically sensitive terrestrial and marine ecological communities, as well as critical wildlife habitat. Land Development Regulations and development review processes will be used to minimize development impacts on these areas.
- Policy 1.4.2: The City shall pursue the use of acquisition funding programs such as the Florida Forever Program, Florida Community Trust, DEP Office of Florida Greenways & Trails and others to acquire fee simple or less-than-fee ownership through conservation easements on land that has been identified as critical or sensitive resources.
- Policy 1.4.3: During development review processes the City shall consider the use of other innovative approaches to protect sensitive resources, such as the transfer of development rights, clustering, performance zoning, open space zoning, on-site density transfer and other techniques to maximize the establishment of open space areas or areas of protection for identified environmental sensitive resources.
- Policy 1.4.4: Proposed development sites will be required to be examined for the presence of state and federally protected plant and animal species prior to site clearing or construction. When a listed species is found, the proposal for development shall be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and DEP for recommendations to minimize the impact of development on those species. These recommendations will be considered part of the development approval process where threatened and endangered species are present.
- **Policy 1.4.5:** The City shall encourage the protection of native vegetation as part of its land development regulations. Such standards shall include types and size of vegetation to be protected, removal/replacement, criteria, construction practices, and other similar provisions.
- **Policy 1.4.6:** The City shall cooperate with Gulf County to protect vegetative communities located within more than one jurisdiction through application of provisions within the land development regulations.
- OBJECTIVE 1.5: The City will conserve and protect natural resources from the effects of hazardous waste.
  - Policy 1.5.1: The City will initiate a public awareness program to inform citizens of the recycling

alternatives for hazardous waste.

- **Policy 1.5.2:** The City will enter into an agreement with Gulf County for temporary storage of any future hazardous waste that the City might generate based on Gulf County constructing a temporary storage/transfer facility as recommended in the 1986 Gulf County Hazardous Waste Management Assessment.
- **Policy 1.5.3:** The City will continue to coordinate with the Apalachee Regional Planning Council (A.R.P.C) and the Regional Hazardous Waste Management Plan and require regional approval (permitting) before local review of any development which might have the potential to generate hazardous waste.
- **Policy 1.5.4:** The City shall coordinate with the Florida Department of Environmental Protection(FDEP) on the requirements that all stationary above-ground and underground petroleum storage tanks conform to the provisions of Chapter 17-61, F.A.C., and that permits be obtained from FDEP prior to installation or removal of such tanks.
- **Policy 1.5.5:** The City shall coordinate with appropriate governmental agencies that monitor small quantity generators of hazardous waste as specified under SS. 403.7234 and SS. 403.7236, F.S.
- **Policy 1.5.6:** The City shall coordinate with the Florida Department of Health to provide information regarding "good gardening practices" to residents of the Mill View subdivision and encourage the use of such practices to reduce possible exposure to fill chemicals.
- **Objective 1.6:** The City will continue to support the restoration of degraded natural systems.
  - **Policy 1.6.1:** Septic tanks will no longer be allowed within the city limits where city sewer service is available.
  - **Policy 1.6.2:** If natural resources are contaminated by hazardous wastes, the party responsible for the contamination will be responsible for appropriate remedial actions.
  - **Policy 1.6.3:** If natural systems are degraded by stormwater runoff from transportation facilities which are under the authority and maintenance of the state (Florida Department of Transportation), the City will take the necessary actions to improve the conditions by notifying appropriate state agencies.
- Objective 1.7 Wetlands within the City of Port St. Joe shall be conserved through the combined use of the City's Comprehensive Plan standards, and state and federal wetlands permitting programs involving the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District, and the United States Army Corps of Engineers (ACOE), Major wetlands and wetland systems are identified on Map 7 of the adopted plan.
  - Policy 1.7.1 The protection of wetlands shall be accomplished through the use of the Comprehensive Plan, including the Future Land Use Map, and shall take into account the type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and locations of affected wetlands. Land uses that are incompatible with the protection of wetlands and wetland functions shall be directed away from wetlands.
  - **Policy 1.7.2:** The City shall continue to conserve wetlands through the implementation of its Land Development Regulations in accordance with Sec. 4.11 through Sec. 4.16.
  - Policy 1.7.3: The plan amendment process and the development review process shall require that the location and extent of wetlands (as defined by the Northwest Florida Water

Management District [NWFWMD], FDEP, and ACOE) within the development site be identified.

**Policy 1.7.4:** Low quality wetlands shall mean those wetlands that do not have habitat for federally threatened or endangered species or state classified rare, critically imperiled or species of special concern, and that meet at least one of the following criteria:

- a) Any wetland planted in pine or otherwise disturbed by silviculture activities
- b) Any wetland consisting of a ditch, man made canal or and borrow pit
- c) Any wetland containing timber roads or utility rights-of-way
- d) Any wetlands that are degraded due to the prevalence of exotic vegetation evidenced by the majority of the wetland containing exotic or non-native invasive species.

As of the adoption of Ordinance No. 344, in May 2007, the planting of pines, creation of new timber roads or utility right of ways within wetlands shall not result in a previously classified high quality wetland from being re-classified as low-quality.

**Policy 1.7.5:** Impacts to low quality wetlands may be authorized on a case by case basis in conjunction with and as approved by applicable regulatory agencies unless such impacts are contrary to the interest of the public. When encroachments, alterations or removal of low-quality wetlands are permitted, it shall be mitigated based on the appropriate regulatory agency including FDEP, NWFWMD, and ACOE.

**Policy 1.7.6:** High quality wetlands shall mean all wetlands that do not qualify as a low quality wetland. High quality wetlands shall be protected with a 25-foot wide naturally vegetated buffer landward from the identified edge of the wetland except for those wetlands as provided in Policy 1.7.11. High quality wetlands reviewed as part of amendments to the Future Land Use Map shall be designated as Conservation on the Future Land Use Map series.

Policy 1.7.7: Development within high quality wetlands and their associated buffers shall be prohibited except for uses approved by the appropriate permitting agency involving passive recreational trails, water access, wetland maintenance and restoration. All encroachments into the 25-foot buffer shall be those that do not adversely affect the predevelopment hydrology of the wetland including water quality or quantity. Further, impacts to high quality wetlands shall be limited to cases where no other feasible and practicable alternative exists that will permit a reasonable use of the land as described in Policy 1.7.8.

Policy 1.7.8: The Technical Advisory Committee (TAC) or the Local Planning Agency (LPA) may use the site plan and biological assessments performed by a qualified professional to determine that no reasonable alternative (such as clustering development on upland portions of the site, shifting development within the site, using variance of lot and setback requirements etc) is available to avoid proposed impacts to high quality wetlands, and that the nature and degree of disturbance is the minimum possible to achieve development that is otherwise compliant with the goals, objectives, and policies of the Plan. A finding that no reasonable alternative is available shall only be provided when the impact is identified as beneficial to an overriding public interest. Local government approval shall not substitute for state and federal regulatory review or recommendations for preservation and mitigation.

**Policy 1.7.9:** New development shall be clustered on upland portions of a development site, which are not otherwise environmentally sensitive. To facilitate the clustering of development out of and away from wetlands, deviations from minimum lot sizes and density transfers on a

one-to-one basis (based on density and intensity of the current land use designation) to the buildable portion of the site, may be authorized. In no case shall the density exceed the designated gross density on the future land use map.

**Policy 1.7.10:** Wetlands within the current city limits of the City of Port St. Joe, which are located on property which is subject to already approved existing plats, development orders or Planned Unit Developments (P.U.Ds) approved as of January 1, 2007 shall not be subject to Conservation Element policies 1.7.1 -1.7.9.

Policy 1.7.11: With the exception of water dependent uses consistent with the master plan of the port of Port St. Joe and water dependent uses that serve as public access, the required setback or minimum buffer for all areas along St. Joseph Bay and coastal and riverine wetlands shall be a minimum of 50 feet as measured from the mean high water line (MHWL). Predevelopment water flow and quality shall be maintained (see Section

3.15of the Existing LDRs as of October 1, 20064.08 of the LDRs. St Joseph Bay Shoreline Protection Zone).

**Objective 1.8:** The City shall continue to increase public access to the City of Port St. Joe's water resources. Provide public boat launches and/or marinas in appropriate locations to meet water access needs and to direct these uses to areas of least environmental harm.

Policy 1.8.1: The City will evaluate potential sites for boat launch/ramp and parking needs. The City will work with both public and private entities to seek funding sources to develop launches/ramps and possible marinas, including land purchase costs and facility development. Potential public sources for facility development include: Florida Boating Improvement Program (FFWCC), Florida Recreation Development Assistance Program (aka, FRDAP by DEP). Resources for land acquisition include the Florida Community Trust.

**Policy 1.8.2:** Encourage and support marina facilities in the City to become members of the Florida Clean Marina Program (A FDEP and USFWS sponsored program).

**Policy 1.8.3:** The City shall coordinate with the FDEP Office of Greenways and Trails, the FDCA's Florida Community Trust Office and the FDOT to track opportunities to develop community conservation and recreational attributes. Further, the City should work with private land owners to plan for conservation, trail and greenway development opportunities

**Objective: 1.9:** Conservation of fresh water supply shall be pursued.

**Policy 1.9.1:** The City shall encourage use appropriate water conservation techniques including the use of high-efficiency, low-volume plumbing fixtures, appliances and other water conserving devices.

**Policy 1.9.2:** Mixed use and larger developments in the City shall be encouraged to maintain native vegetation and to incorporate xeriscape practices and the use of native landscape plant materials into site landscaping design.

**Policy 1.9.3:** Homeowners association and businesses shall be directed to consider implementation of the Florida Yards and Neighborhoods Program developed by the University of Florida.

**Policy 1.9.4:** The City will continue to implement the adopted Xeriscape Ordinance to ensure conservation of water resources.

**Policy 1.9.5:** The City will recommend and request Gulf County to adopt a Xeriscape/Florida Friendly Landscape Ordinance within the unincorporated portion of the City's Water Service Area.

**Policy 1.9.6:** The City will <u>continue to incrementally</u> reduce unaccounted water losses to 10% by 2015 through ongoing improvements to water distribution lines as shown in the capital improvement plan.

**Policy 1.9.7:** The City will continue to implement an adopted ordinance intended to promote and support water conservation efforts.

Policy 1.9.8: By December 2015, the City will consider adoption of an Irrigation Efficiency Ordinance.

Policy 1.9.89: The City shall continue to implement Public Education and Information Program to encourage citizens to conserve water and promote the efficient use of water resources.

Policy 1.9.210: The City will provide the NWFWMD a Reuse Feasibility Study per the Guidelines for Preparation of Reuse Feasibility Studies (FDEP, May 2007) by December 31, 2020.

Objective: 1.10: Conservation of energy and reduction of greenhouse gas shall be pursued.

Policy 1.10.1: Energy Conservation Areas shown in Map 20 highlight features that contribute to reduced energy use and greenhouse production: parks, open space areas, increased network of bike and pedestrian paths and connections to provide non-auto transportation options and enhance the livability of the City. These connections will provide alternative transportation options, reduce vehicle miles traveled, minimize fuel consumption and contribute to reduction in greenhouse gas emissions.

**Policy 1.10.2:** The City shall develop a Public Education and Information Program to encourage citizens to conserve energy and reduce greenhouse gas.

### COASTAL MANAGEMENT ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 1: PROTECT COASTAL RESOURCES AND HUMAN LIFE AND LIMIT PUBLIC EXPENDITURES IN AREAS THAT ARE SUBJECT TO DESTRUCTION BY NATURAL DISASTERS.

**OBJECTIVE 1.1:** The City will protect coastal resources by coordinating any actions contemplated which would affect the coastal area with the county and state.

Policy 1.1.1: Enforce the City's building code ordinate which contain provisions requiring standards of the Federal Emergency Management action's (F.E.M.A.) regulations for the coastal flood zone area ("B" Zone) and the coastal flood area (Category 1 Hurricane Evacuation Zone) with the City be met by a sissuance of local building permits can be authorized (see Policy 1.2.2).

Policy 1.1.2: The Coastal high-hazard areas (C. A) within the City shall whe areas below the elevation of the category 1 store surge line as escaled by a Sea, Lake and verland Surges from Hurricanes (SLOSH) erized storm rge model as defined in Section 163.3178(2)(h) and depicted on the same Map 9.

Policy 1.1.3: The Girchard shall coordinate with the unity and their regulatory authorities to protect the esturation of Stroseph and prevent estuarine pollution, control surface water off, protectiving many sources and ensure adequate sites for water-dependent uses.

Po City's Gordina ith the Joseph's Bay aquatic preserve management on matters's Gordina ith the Joseph's Bay aquatic preserve management attorn will be by written notification.

1.1.5: The floor in admirator/building official shall review all permit applications to development sites will be reasonably safe from flooding. If a proposed whether propodeterm ite is in a nd hazard area, all site development activities, (including grading, developme filling, utility stallation d drainage modification), all new construction and substantial gned and constructed with methods, practices and materials that be improvements si and that are in accordance with the city Floodplain Management minimize flood da Ordinance.

**OBJECTIVE 1.2:** The City will promote protection of the natural resources of the shoreline and estuarine areas of the coastal high hazard area by adopting a future land use plan which directs population concentrations away from the CHHA and gives priority to water-dependent uses.

**Policy 1.2.1:** The City will take immediate action to restore and enhance any disturbed or degraded natural resources which are impacted by any City capital improvement projects.

- Policy 1.2.2: The City shall limit specific and cumulative impacts upon coastal wetlands, water quality, and management wildlife habitat and living marine resources using the following regulatory techniques: require protection of identified wildlife habitat as part of enforceable development agreements, coordinate with the Florida Department of Environmental Protection to restrict construction activities which would permanently damage marine resources unless appropriate mitigation measures are undertaken, and enforcement of policies.
- **OBJECTIVE 1.3:** The City will continue to improve public access to the coastal area through enhancement and/or rehabilitation of ground maintenance in such areas including the Port St Joe Marina, the Waterfront Park area and the beaches.
  - Policy 1.3.1: The City will improve maintenance white Waterfront Park by increasing maintenance of trash barrels and promoting the property of all litter.
  - **Policy 1.3.2:** Maintenance dredging of the classed leading from public boat ramp will be carried out in accordance with state and feet appearance.
- OBJECTIVE 1.4: The City will protect the coastal an infrastructure by adopting frastructure projects and Levels of Service (L.O.S.) which are listed in a portation Traffic Contaction Element, Recreation and Open Space Element, which are listed in a portation Traffic Contaction Element, Recreation and Open Space Element, which are listed in a portation Traffic Contaction Element, Recreation and Open Space Element, which are listed in a portation Traffic Contaction Element, Recreation and Open Space Element, and Capital Improvements Element of this Plan
  - tion and be shoreline and estuarine Policy 1.4.1: In protect the uman will be designed in accordance resources of the all infra ctu stal zone (madral disasters such as hurricanes, with standards pacts to the h consider gency evacu on requirements). flooding, etc. with ltant en
  - Po ergency cuation (responsibility of Gulf County Administrative Assistant) of coordinate with regular and state positives and reflect the designated evacuation routes in Transportation (fic Chaption Element of this Plan.
  - Policy : The City who paintain marastructure capacity to provide public facilities of the type and density of development as shown on the Future Land Use Map. Capacities shall be estimated using evel of some estandards in the Plan. No development shall be permitted in the coastal area unless up to coincide with the demands generated by development or redevelopment.
- **OBJECTIVE 1.5:** Post disaster redevelopment in the coastal zone will be coordinated by City in conjunction with the County Emergency Management Office, Apalachee Regional Planning Council (Hazard Mitigation Plan) and Federal Emergency Management Administration. Procedures shall be established which will reduce the exposure of human life, and public and private property to hurricane-related hazards (see Policies 1.5.1, 1.5.2, 1.11.1).
  - Policy 1.5.1: By 2019 The City shall prepare a post-disaster redevelopment plan that addresses

short and long term needs after a disaster occurs; addresses the removal, relocation or structural modification of infrastructure facilities which have experienced repeated storm damage; considers the limitations of redevelopment in areas that have experienced repetitive losses and considers the incorporation of the recommendations of interagency hazard mitigation reports..

- **Policy 1.5.2:** When undertaking post-disaster redevelopment activities, development permits may be waived for short-term recovery measures such as emergency repairs to streets, water, electricity or other utilities to restore service; removal of debris; and public assistance matters including temporary shelter or housing.
- Policy 1.5.3: Long-term redevelopment shall require ap of development permits and be consistent with this plan. These activities include: representation of private residential or commercial structures with damage in excess of 5 to the value; non-emergency repairs to bridges, highways, streets, or public facilities; repair or restorm of docks, seawalls, groins, or other similar structures.
- Policy 1.5.4: The City shall continue to encourage redevelopment principles, strategies and engineering solutions that will result in the removal of coastal real property from flood designations established by Federal Emergency Management Agency.
- Policy 1.5.5: The City shall continue to the destructive storm surges for recreation uses an analysis space.
- OBJECTIVE 1.6: Meg pastal marine resources and maintain tect, con or improve estuarine onmental o ity will be nued in order to protect sensitive coastal resource These mechanisms shall include, but not be limited areas from the impact of etial futi developme resource as include the coastal high-hazard areas, the St to, the following policies. S Joseph Bay ve and me wei
  - 1.6.1: The Convill, the completion of the Master Drainage Plan update by 2020, incompate the recommundation the update into (1) the Analysis, and (2) the Goals, Objection and Policies of the Coasta, Management element as they pertain to maintaining the water quality and estuarine pources of St. Joseph's Bay.
  - **Policy 1.6.2:** The experiodically review its land development regulations, permitting and enforcement procedures ensure compliance with the state and federal regulatory programs and to ensure adequate protection of the City's coastal resources.
  - **Policy 1.6.3:** The aquatic preserve which has been established in St. Joseph Bay will be addressed in any review of development impacts in the City's coastal resources.
  - **Policy 1.6.4:** The City will reserve final approval of development permits until all applicable permits are obtained from jurisdictional agencies, including storm water discharge permits obtained pursuant to Rule 62-346, F.A.C. Environmental Resource Permitting (ERP), Chapter 62-330 and Chapter 62-312, Florida Administrative Code, and

comply with applicable provisions of Chapters 62-4 and 62.520,F.A.C, and jurisdictional interpretation on wetlands conducted pursuant to Chapter 62-340, F.A.C.

Policy 1.6.5: The City shall continue to upgrade its stormwater infrastructure through drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as installation of bios wales, use of pervious pavement and maintenance of natural preservation areas.

### **OBJECTIVE 1.7:** The City will preserve historic resources.

- **Policy 1.7.1:** The City's development regulations will proving a protection as well as guidance for sensitive, adaptive reuse of historic resources.
- **Policy 1.7.2:** The City shall seek grants to conduct a survey of torical resources and evaluate their significance.
- **Policy 1.7.3:** The City shall assess the popular risks to significant istoric resources and identify/implement mitigation options necessary protect and duce the risks these resources.
- Policy 1.7.4: The City shall utility ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process as one option for funding specific mitigation projects for his control ocal Mitigation rategy process.
- **OBJECTIVE 1.8:** The City was the criter specified licy 1.8. It prioritizing shoreline use.
  - Policy 1.8.1: City recorded the new establish to public interest between competing waterfront land to The C shall choot the following land uses in priority order: water-dependent water-relation bere a decretive public purpose has been established, and other large in company in institute of or in strial).
  - v 1.8.2: Specific of details provisions for the siting of marinas shall be included in the land development regulations. The provisions shall include, but not be limited to, the following criteria:
    - onstrate the processory of sufficient upland area to accommodate parking, utility and support facilities;
    - Provide burrican tigation and evacuation plan;
    - Be located ity to natural channels so that minimum or no dredging shall be required for position of docking facilities;
    - Maintain water quality standards as provided by Chapter 403, Florida Statutes; Demonstrate that it meets a public need thereby demonstrating economic viability/feasibility.

**OBJECTIVE 1.9:** The City shall establish construction standards which minimize the impacts of manmade structures on the coastal zone.

Policy 1.9.1: The City shall require the enforcement of the provisions of the Flood Ordinance, building set-backs from the shoreline and stormwater permits pursuant to Rule 62 346, F.A.C.

- Environmental Resource Permitting (ERP), Chapter 62-330 and Chapter 62-312, Florida Administrative Code, and comply with applicable provisions of Chapters 62-4 and 62.520, F.A.C. in order to lessen the impact of man-made structures on the coastal zone.
- Policy 1.9.2: The City shall update its Floodplain Management Ordinance for consistency with the latest edition of the Florida Building Code and also ensure that all future modifications of the flood-resistant construction requirements in the Ordinance continue to be consistent with, or more stringent than, requirements of the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
- Policy 1.9.3: Construction activities seaward of the coast struction control lines established pursuant to section 161.053, Florida Statutes, shall be construction with chapter 161. Florida Statutes.
- **OBJECTIVE 1.10:** The City shall limit public experiences which fund subsidize development in the coastal high-hazard area except for water-dependent addition.
  - **Policy 1.10.1:** The City shall provide specific visions include set by from the shoreline for non-water dependent structures and coordinate mitting with appropriate jurisdictional agencies.
- **OBJECTIVE 1.11:** The City will direct position and intrations with from the CHHA.
  - Policy 1.11.1: The say is a protect hun pr
  - Policy 111.2: Hosp bomes, a ted living facilities, group homes and similar facilities are a property and he health, safety and well-being of those in their specially of a property and disasters in the evacuation plans and agreements with other tests to transfer to wulner population.
- OBJECTIVE The City add and shar maintain a level of service of 16 hours for out of county hurricane evacuation are a category at torm event as measured on the Saffir-Simpson scale.
  - Policy 1.12.1: The ity coordinate with and assist Gulf County in the implementation of the Gulf County Emerg Management Plan (CEMP) by providing police and fire department support personnel during emergencies.
  - **Policy 1.12.2:** The City shall review and, where appropriate, incorporate applicable recommendations regarding hurricane evacuation from other disaster preparedness plans (county, regional, state and federal) into this Plan. Specific inclusions of future recommendations will be undertaken as Plan amendments.
  - **Policy 1.12.3:** The Category 5 evacuation area is that area identified as the category 1 through 5 evacuation area in the regional hurricane evacuation study completed in 2004 and is depicted on

Map 9a.

**Policy 1.12.4:** Future Land Use Map amendments and development shall meet and maintain the adopted level of service as identified in Objective 1.12 and shall be supported by adequate and relevant data and analysis demonstrating that the adopted hurricane evacuation level of service for the Category 5 evacuation area is maintained. Data and analysis shall include at a minimum, an analysis of the impacts of development on the Category 5 hurricane evacuation clearance time.

Policy 1.12.5: If the analysis indicates that the evacuation time level of service will not be achieved, then mitigation can be approved to the extent that will maintain the adopted level of service as established in Objective 1.12. Appropriate non includes, without limitation, payment of money, contribution of land, and construct hurricane shelters and transportation facilities. The data and analysis demonstrating adea ation shall include identification of the type of improvement, the cost of the improvement and the ming of the improvement, and a binding agreement between the local gover and the deve er identifying the mitigation plan in terms of type of project(s), cost of ct(s), and timing of project(s). Mitigation measures to construct facilities be incorporated into requiring publicly funded capital improve the City or Port St. Joe 5-year Capital Improments S lule. Mitigati measures requiring privately funded capital improvements may be in the Capital Improvements Schedule. but need not be publicly funded.

Policy 1.12.6: To better plan for energy encies a sted by na and disasters, the City shall continue to provide input on the lift County Charles and shall poort and plement the adopted CEMP.

Policy 1.12.7: City shall nation to the Local intigation Strategies in Gulf County evaluating the real and vul rabilities for g the community and coordinating with local government planning first lements and planning sees.

Mith on Strategies in the City comprehensive plan to reduce future damage to property and public Novities, avoid decopment an hazardous areas and provide for adequate public shelters and maintain afe and adequate hurricane evacuation clearance times.

Objective 1.13: The City lue to assess the impacts of sea level rise in order to reduce flood risk in the community.

Policy 1.13.1: The City shall maintain and update as needed all maps—including FEMA flood zones and repetitive claim maps, storm surge/Coastal High Hazard Area maps and sea level rise impact maps—identifying current and potential future areas subject to high flood hazard.

Policy 1.13.2: The City shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration (NOAA), as the basis for development and redevelopment in areas of the county that are at high risk for high-tide events, storm surges, flash floods, storm water runoff and sea level rise.

Policy 1.13.3: The City shall take into consideration projected sea level rise in all future decisions regarding the design, location, and development of infrastructure and public facilities in the potentially affected areas.

Policy 1.13.4: The city shall continue to revise the land development regulations to enhance flood mitigation measures in vulnerable areas to reduce future risks associated with high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. In these areas, the City shall require vulnerability reduction measures for all new construction, redevelopment, and infrastructure such as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and backs, higher floor elevations and incorporation of natural infrastructure for increased resilvents.

Policy 1.13.5: The City shall consider participating in the tional Flood Insurance Program (NFIP) and continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to work to enhance its Community Rating (CRS) scores to ensure the best possible flood insurance rates for program with the continue to the conti

### Policy 1.13.6: In an effort to ensure continued pliance the NFIP, the sty will:

- 1.Continue to enforce the located Floodplan and Interest of the location of th
- 2. Continue to maintain all receives personne to flow vain development, which shall be available for the inspection.
- 3.Continue to any the blic when the state of the floodplain ordinance or flood la nee Rate of the floodplain ordinance or floodplain ordinance
- 4. Maintain the and Let of Map Charle repositories. 5.
- Continue to promo log ce for all perties.
- be Consequence of Rather than the cach programs.

### PORT SO OE PORT MAN SR PL

### PORT GOALS PJECTIVES, D POLICES

THE PORT OF PORT ST. JOE IS LOCATED WITHIN THE GOAL 1: ECONOM GROW THE CITY OF PORT ST. JOE, THE COUNTY SEAT OF MUNICIPAL JURISDN WEST FLORIDA. AS SUCH, THE PORT ST. JOE PORT GULF COUNTY IN NO AUTHORITY INTENDS TO PLAN AND DEVELOP THE IDENTIFIED PORT PLANNING ACCORDANCE WITH MARKET FORECASTS, THE COMMERCIAL AND INDUSTRIAL RESOURCES, AND IN COOPERATION WITH ITS PUBLIC AND PRIVATE PARTNERS TO CREATE JOBS AND STIMULATE LOCAL AND REGIONAL ECONOMIC DEVELOPMENT. TO ACHIEVE THIS GOAL, THE PORT ST. JOE PORT AUTHORITY SHALL IMPLEMENT A PHASED PROGRAM OF INFRASTRUCTURE DEVELOPMENT, TARGETED MARKETING, AND COLLABORATION WITH ITS PRIVATE PARTNERS TO CREATE A PORT ENVIRONMENT THAT PROVIDES THE MAXIMUM ECONOMIC, ENVIRONMENTAL, AND SOCIAL BENEFITS TO THE COMMUNITY. THIS

GOAL IS CONSISTENT- WITH GOAL 21 OF THE STATE COMPREHENSIVE PLAN, WHICH ADDRESSES ECONOMIC STABILITY, JOB OPPORTUNITIES, AND INCREASED PER CAPITA INCOME FOR THE STATE'S RESIDENTS.

Objective 1.1: Port Planning Area Development. The Port St. Joe Port Authority shall pursue the phased planning and development of the Port Planning Area, including both Port and private properties, consistent with this Port Master Plan, to provide appropriate support facilities that will accommodate projected waterborne commerce demand. Consistent with Goal 3, this development shall address environmental concerns, such as estuarine water quality and wetland mitigation, while still providing an economically sound site development plan conducive to attracting the desired tenant and user base.

Policy 1.1.1: Market Assessment. The Port St. Joe Policy authority shall complete a market assessment or utilization of that information prepared by the state identifies potential waterborne commerce activities for short-term growth (5-year planning period and longer-term expansion (10-year planning horizon).

Policy 1.1.2: Land Acquisition. The Port Joe Port Authority she acquire land through purchase, lease, easement, or other as needed to support Port description and examining rowth.

Policy 1.1.3: Waterfront and Upin velopment. To ort St. Joe Port Authority shall plan and develop waterfront and supporting up and structure to commodate the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections in the Port's market assessment and supporting up and structure to committee the demand projections and structure to committee the projection of the Port's market assessment and supporting up and structure to committee the demand projection of the Port's market assessment and supporting up and structure to committee the projection of the Port's market assessment and supporting up and structure to committee the projection of the Port's market assessment and supporti

Policy 1.1.4: St. Joseph Bay En nce Channa and Gulf County Canal Dredging. The Port St. v Corps of Engineers and other applicable local. Joe Port Authority shall c he U.S. A and keholders for the resumption of maintenance region tory ag ccomn te the idea waterborne commerce operations (see Goal 2, dre as needed Objet s 2.1 and 2.2).

Policy 1.1. On-Port Road d Rail. The Port St. Joe Port Authority shall develop an efficient road network with the Port P ming Area and explore opportunities to develop internal rail spurs to support operations needed Goal 2, Objective 2.3).

Policy 1.1.6: Facility the menance. The Port St. Joe Port Authority shall provide adequate maintenance and upkeep of its in-water and upland facilities to derive the best use from its infrastructure.

**Objective 1.2:** Economic Diversification. The Port St. Joe Port Authority shall explore opportunities to develop synergies between its waterborne commerce operations and other economic resources in the area.

Policy 1.2.1: Facility Utilization. The Port St. Joe Port Authority shall seek potential tenants and other users to achieve maximum site utilization and pursue expansion and development when new facilities will support economic growth.

- **Policy 1.2.2: Complementary Upland Development.** The Port St. Joe Port Authority shall, in a phased approach, allow for and encourage upland development in the Port Planning Area that complements its waterborne commerce operations.
- **Policy 1.2.3: Foreign Trade Zone Designation.** The Port St. Joe Port Authority shall explore the establishment of a foreign trade zone to achieve the economic benefits such zones can generate. If appropriate, the Port Authority shall pursue the option of becoming a subzone or a licensee of another Foreign Trade Zone, such as the one at Port Panama City.
- GOAL 2: TRANSPORTATION EFFICIENCIES. SEAPO DEPEND ON EFFICIENT INTERMODAL ACCESS TO PROVIDE COST-EFFECT AND COMPETITIVE SERVICES. CONSEQUENTLY, THE PORT ST. JOE PORT AUT HALL COLLABORATE WITH CITY, COUNTY, STATE, AND FEDERAL AGENCES AND WITH PRIVATE ENTITIES RESPONSIBLE FOR WATER, HIGHWAY, AND AL CONNEC ITY TO ENSURE THAT THE INTERMODAL TRANSPORTATION FRASTRUCTURE CONNECTIVITY ESSENTIAL TO PORT OPERATIONS ARE IN ACE.
- Objective 2.1: Ship Channel and Gui County Canal The Port St. Joe Authority shall pursue maintenance dredging of the Ship el (defined as ranges plus Harbor Channel and Turning way onths needed Basin) and Gulf County Canal to provide serve the vessels anticipated to call at the Port. To the extent possible, consisted with evelopme and expansion needs of the Port, maintenance and new dream of special shall be pursued in a activities and he mana icies addressing stewardship of water manner respectful of the hensive I resources, coastal and 🕅 he resource and natura ns.
  - Policy 2.11: Ship Chan Market Dredger. The Port St. Joe Port Authority shall pursue maintenance of the p Chan and G County Canal to provide the water depths need to serve the cells and steed to can sort. As part of the long-term maintenance and dredger activities the Port Author will develop, or cooperate with the development if performed by other Dredged Market Mana, tent Plan for maintenance and dredging activities at St. Joseph's Bayand the Gulf County Canal.
  - Policy 2.1.2: Guide County Canal Dredging. The Port St. Joe Port Authority shall cooperate with the maintenance dredging and with an efforts of the USACE in proximity to the Port Planning Area to maintain the water depths and width needed to serve the vessels that are anticipated to call at the Port.
  - Policy 2.1.3: Maintenance Dredging. The Port St. Joe Port Authority shall undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.
  - Policy 2.1.4: Spoil Site Development. The Port St. Joe Port Authority shall develop, in accordance with the Dredge Material Management Plan and within the limits of its responsibility and funding resources, environmentally acceptable spoil sites for the disposal of the material the dredging

- projects will generate. If the spoil material is of the proper quality, and if it is permissible by the regulatory agencies, dredged material will be used for beach creation and renourishment. The added benefit of this disposal option is additional storm protection for adjacent land, and particularly for US 98, which is frequently damaged by wave action from storms.
- Objective 2.2: <u>Intracoastal Connections</u>. To take better advantage of its proximity to the Intracoastal Waterway, the Port St. Joe Port Authority shall support initiatives to improve Intracoastal connections, including shallow-water barge facilities, if appropriate to meet the requirements of Port users or to serve complementary industrial facility development in the region.
  - Policy 2.2.1: Gulf Intracoastal Waterway. The Port St. Joe Policy and hority shall cooperate with entities seeking to improve conditions along the Gulf acoastal Waterway and promote more barge traffic.
  - Policy 2.2.2: Shallow-water Barge Facilities. Fort St. Joe Parameter Synergies with industrial users that can be serve to barge as well as by roughly rail.
- Objective 2.3: <u>Highway Access and Connectivity.</u> Port St. Port Author shall collaborate with local and state agencies to develop the intermodal connection needed for the effect of movement of goods to and from its facilities.
  - Policy 2.3.1: On-Port Road Improved ts. In St. Joe Authority shall develop internal roads to serve Port Plantage Area users with provide tient account to the proximate off-Port city, county, and state the City, County, and Sorida Department of The St. Joe Authority shall develop internal roads to serve Port Plantage Area users with provide tient account to the proximate off-Port city, county, and Sorida Department of The St. Joe Authority shall develop internal roads to serve Port Plantage Area users with provide tient account to the proximate off-Port city, county, and Sorida Department of The St. Joe Authority shall develop internal roads to serve Port Plantage Area users with provide tient accounts to the proximate off-Port city, county, and State
  - Policy 2.3.2: Off-Port Hun was rements. Port St. Joe Port Authority shall work with the Florida of Transportation to fund for any needed improvements to roads over which out truck transports to Such roads lude US 98 (SR 30), SR 71, CR 382, Gulf Coast Park, and Gulf to Banghway.
- Objective 2.4: Reservice and Connectivity. The Port St. Joe Port Authority shall implement rail service when user demand an arrants and aborate with the AN Railway to obtain the best possible service and interchanges.
  - **Policy 2.4.1: On-Port Improvements Port Property.** The Port St. Joe Port Authority shall develop a rail spur to its Parcel B property from the AN Railway if required to serve Port Planning Area users.
  - Policy 2.4.2: On-Port Rail Improvements Private Property. The Port St. Joe Port Authority shall cooperate with private property owners within the Port Planning Area to provide rail access to those properties when their planned improvements are in compliance with this Port Master Plan and determined to be beneficial to the public good.
  - Policy 2.4.3: Off-Port Rail Connections. The Port St. Joe Port Authority shall work with the AN

Railway to identify and pursue improvements to the off-Port rail infrastructure, which could facilitate goods movement to and from the Port.

GOAL 3: ENVIRONMENTAL STEWARDSHIP. AS A RESPONSIBLE CITIZEN OF THE REGION CONCERNED WITH THE HEALTH AND WELL-BEING OF ITS CITIZENRY, AS EXPRESSED IN THE STATE COMPREHENSIVE PLAN, GOAL 5\_(B) 1, THE PORT ST. JOE PORT AUTHORITY IS COMMITTED TO PRESERVING AND PROTECTING THE QUALITY OF THE ENVIRONMENTAL RESOURCES WITHIN ITS COMMUNITY. IT SHALL CONSERVE AND PROTECT THOSE RESOURCES, CONSISTENT WITH PORT DEVELOPMENT AND EXPANSION NEEDS.

Objective 3.1: Natural Resource Preservation and Protect. In carrying out its development activities and day-to-day operations, the Port St. Joe Port shall conserve and protect natural resources and shall cooperate with federal, state, region, and los agencies in developing sound environmental policies and measures to minimize the vironmental in the state of Port development and operations. The Port Authority recognizes the control of Goal 9, Policies 1 and 7 in the State Comprehensive Plan, to protect natural systems and will do so to the example of the consistent with Port development and expansion needs.

uthority shall evaluate the specific and Policy 3.1.1: Coastal Resources. St. Joe Por lertaking development and expansion cumulative impacts of its plans on comrces before পা where possible, or to mitigate for activities and shall take measures to measures mize ive impa Policies 4, 6, and 7 of the State damage that cannot be th Goal This police consiste plans by private landowners for the Comprehensive Pla lood that vet. on the Bay may impact coastal resources in the long-term develop of their erfront pr roactive put entity, whose mission is to help the community future. The Port of Port St. Joe, nd development synergies, has no involvement overcome an economic with a land hers and, consequently, is not in a position to the plan contrary, these future plans by private entities will add ne eventual cts of e plans. To dress their cuit with Port development, which is leading the way in this area. need ive im

Policy 3.1. Stuarine and rface Water Quality. The Port St. Joe Port Authority shall limit specific and current stative impact water quality to maintain the integrity of the St.

Joseph Bay Aqua Preserve intain the applicable water standards. In so doing, the drainage

system(s) in the Polician Area shall be designed to meet NPDES, FDEP, and Northwest Florida Water Manage. District water quality standards. The Port Authority and other landowners within the Port Planning Area shall coordinate their efforts with federal, state, regional, county and city governmental agencies. This policy is consistent with Goal 7, Policies 10 and 12 as well as Goal 15, Policy 6 in the *State Comprehensive Plan*.

Policy 3.1.3: Wetlands and Wildlife Habitat. The Port St. Joe Port Authority shall limit specific and cumulative impacts on identified wetlands and wildlife habitat on its properties by providing mitigation measures or, if possible, by avoiding projects that destroy or significantly degrade such habitat. Due to the industrial nature of the prior uses of the properties in the Port Planning Area, the wetlands and habitat therein have been previously impacted and are of very low quality.

- **Policy 3.1.4: Portwide Best Management Practices.** The Port St. Joe Port Authority shall identify and provide best management practice guidelines for staff and tenants/users to observe in conducting their operations.
- **Objective 3.2:** Plan Implementation Coordination. The Port St. Joe Port Authority shall be proactive in coordinating its development efforts with local, state, and federal permitting agencies and with private stakeholders to ensure that its development and operations are carried out in accordance with the public interest and regulatory requirements.
  - Policy 3.2.1: Sensitivity to Local Concerns. The Port St. Joe Authority shall give consideration to the concerns of local interests in implementing its development program and shall seek out the best possible environmental solutions to controversial issues.
  - Policy 3.2.2: Permit Compliance. The Port St. ort Authority and comply with the provisions of the eventual permits governing its in-water upland development arm, and shall work with local, state, and federal agencies to achieve a second balance between its experiments and the need to protect the surrounding environment.
- GOAL 4: SAFETY AND SECURITY OF PORT STORE PORT AUTHORITY SHALL REDUCE EXPOSURE OF HUMAN IN AND PROPERTY TO DESTRUCTION BY NATURAL HAZARDS THROUGH HAZ MITH TION AND HURRICANE EVACUATION MEASURED SHALL OTECT MAN L. AND PROPERTY FROM MANMADE DISASTE. HIS CH SAFE AND CONTROL OF PROGRAMS.
- Objective 4.1: Protection on Nat Hazards. e Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port St. Joe Port Authority shall implement the measures required by the City Port St. Joe Port St. Joe
  - Police 1.1: Flood Zone Compliant. The Port St. Joe Port Authority shall see that any habitable, non-residential buildings in social the chazard areas are designed and constructed to reduce the potential for booding and wand damage. This policy is consistent with Goal 15, Policy 6, with respect to the practial for flooding.
  - Policy 4.1.2: Building Sode Compliance. The Port St. Joe Port Authority shall see that all buildings are designed and construction in accordance with the Unified Florida Building Code or as approved by the City of Port St. Joe.
  - **Policy 4.1.3: Hurricane-Preparedness.** The Port St. Joe Port Authority shall prepare a hurricane evacuation contingency plan and keep its plan up to date, ensuring that it is consistent with city and county emergency plans.
  - Policy 4.1.4: Post-Disaster Redevelopment. The Port St. Joe Port Authority shall implement post-disaster redevelopment procedures to reduce or eliminate exposure of human life and property to natural hazards. These procedures shall include the structural modification or removal of facilities

that have experienced repeated storm damage.

**Objective 4.2:** <u>Protection from Manmade Disasters.</u> The Port St. Joe Port Authority shall reduce exposure of human life and property to harm from manmade disasters by implementing sound safety and security programs.

**Policy 4.2.1: Safe Operating Environment.** To provide a safe operating environment, the Port St. Joe Port Authority shall require that its personnel, tenants, facility operators, stevedores, etc. comply with the safety requirements of all federal, state, and local government and regulatory entities.

Policy 4.2.2: Security Plan. The Port St. Joe Port Authority and prepare and implement the security plan mandated and approved under federal guideling an insistent with funding availability.

GOAL 5: INTERGOVERNMENTAL COORDINATION AND REMOVAL COLLABORATION. THE PORT ST. JOE PORT AUTHORITY SHAM COORDINATE EFFORTS WITH STATE AND LOCAL GOVERNMENTAL AND ATE SECTOR ITIES AND SHALL TO ENHANCE ECONOM COLLABORATE WITH INITIATIVES **DEVELOPMENT** OPPORTUNITIES IN NORTHWEST FLORIDA. IN IS GOALIS CONSIST IT WITH GOAL 25, POLICY 7 OF THE STATE SOMPREHENS OF PLAN, WHICH A RESSES THE INTEGRATION OF SYSTEMATIC ANNING CARBILITIES AT ALL LEVELS OF GOVERNMENT, WITH AN EMPLOSIS ON **CONTROL OF REGIONAL** THE PROBLEMS, ISSUES, AND CONDITION

Objective 5.1: Compared by W. City's Conscience Physics The Port St. Joe Port Authority shall work with the City of St. Joe to that Port stands and expansion activities are compatible with and support the program and poles contained the City's Comprehensive Plan.

Policy I and the Port I and I and I and I also ensure that the Port's planned projects and land uses Objectives 1.1 (1.2) sistent with the City's Comprehensive Plan. It shall also evaluate oposed amend at the City's Comprehensive Plan, particularly the Coastal Management, as to put tial impacts on Port activities.

Policy 5.1.2: In a tructure d Utility Capacity. The Port St. Joe Port Authority shall coordinate with the to the provision of adequate infrastructure and utilities for Port operations.

Objective 5.2: Governmental and Agency Coordination. The Port St. Joe Port Authority shall coordinate its development and expansion program with applicable agencies to promote sound planning and economic growth.

**Policy 5.2.1: Gulf County.** The Port St. Joe Port Authority shall support the economic development initiatives of Gulf County, by pursuing activities that expand opportunities in trade, industry, and manufacturing.

- Policy 5.2.2: Local, Regional, State, and Federal Agencies. In addition to city and county governments, the Port St. Joe Port Authority shall cooperate with the Apalachee Regional Planning Council; the Northwest Florida Water Management District; the Florida Departments of Transportation, Economic Opportunity, and Environmental Protection; the
- U.S. Army Corps of Engineers, Florida's *State Comprehensive Plan*, and other applicable agencies in implementing the goals, objectives and policies of this Port Master Plan.
- Objective 5.3: <u>Collaboration with Local and Regional Maritime</u>. <u>Commercial and Industrial Interests</u>. To help achieve its primary goal of economic development, the Port St. Joe Port Authority shall cooperate with other Northwest Florida interests as they seek to expand the region's commercial and industrial base.
  - Policy 5.3.1: Economic Development Groups. The Port Authority shall participate in the efforts of local and regional groups pursuing area wide economic evelopment.
  - Policy 5.3.2: Northwest Florida Seaports. St. Joe Port Authors shall cooperate with the Port of Panama City and the Port of Pensacola poursue areas of common areast, such as cargo-handling synergies, regional promotional campaigns special mading opportunities, and dredging issues. The Port St. Joe Port Authors shall support to Manual and described in the Panama City Polymer, which profits a mutually beneficial working relationship between the two Port Authors.
- GOAL 6: FINANCIAL ABILITY. E PO OF PO AUTHORITY SHALL IMPLEMENT MEAS STEECURE FOR C. HEALTH AS IT PROCEEDS WITH ITS DEVELOF FOR AND APANSIO GRAM.
- Objective 6.1: Budgetary Powers St. Joe Authority shall implement a budgetary process that balances, open expense and cap expenditures needed to satisfy the anticipated market and and capter aw many share.
  - Policy of Port Revenue. The Port State Port Authority shall monitor tariffs and fees charged by Gulf Ports Acciation members and shall implement a competitive fee structure.
  - Policy 6.1.2: Annual Capital improvement Plan Updates. The Port St. Joe Port Authority shall update its capital improject implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to an annually to reflect budgetary and market changes, prioritizing its project implementation to a prioritizing its project implementation to be a prioritized budgetary and market changes.
- **Objective 6.2:** Funding Opportunities. The Port St. Joe Port Authority shall pursue diverse funding opportunities to accelerate the rate at which it can implement its capital improvement program.
  - **Policy 6.2.1: Legislative Contacts.** The Port St. Joe Port Authority shall prepare a briefing for area legislators in the fall of each year to reacquaint them with the Port's economic impact on the region and the importance of its needs being addressed in the state's budget process.
  - Policy 6.2.2: Grants/Loans. The Port St. Joe Port Authority shall actively seek grant funds from

state and federal sources and shall supplement funding needs not met by grants with loans from commercial lending institutions and/or governmental entities.

**Policy 6.2.3: Public/Private Partnerships.** The Port St. Joe Port Authority shall continue to explore opportunities for public/private partnerships in the development of maritime and industrial facilities.

Table 5-1 on the next page summarizes the above goals, policies, and objectives for easy reference.

Table 5-1 Summary of Port of Port St. Joe Goals, Objectives and Policies

Goal	Objective	Policy
1. Economic Growth	1.1: Port Planing Area Development	1.1.1: Market Assessment 1.1.2: Land Acquisition 1.3: Waterfront and Upland 1.1. St. Joseph Bay Channel and Government County Canal Dredging 1.1.5: On the Road and Rail 1.1.6: Faciling Maintenance
	1.2: Ed on Siversification	1.2.1: Facility Conjugation 1.2.2: Complementary Upland Development 1.2.3: Foreign Trade Zone esignation
2. Transportation officiencies	2. Ship Chand Gull Co	2. : Ship Channel Maintenance Canal Access 2.1.2: Gulf County Canal Dredging 2.1.3: Maintenance Dredging 2.1.4: Spoil Site Development
	2.2. In acoastal Connections	<ul><li>2.2.1: Gulf Intracoastal</li><li>Waterway</li><li>2.2.2: Shallow-Water Barge</li><li>Facilities</li></ul>
	Highway Access and nnectivity	2.3.1: On-Port Road Improvements 2.3.2: Off-Port Highway Improvements
	2.4: Rail Service and Connectivity	2.4.1: On-Port Rail Improvements – Port Property 2.4.2: On-Port Rail Improvements – Private Property 2.4.3: Off-Port Rail Connections
3. Environmental Stewardship	3.1: Natural Resource Preservation and Protection	3.1.1: Coastal Resources 3.1.2: Estuarine and Surface Water Quality 3.1.3: Wetlands and Wildlife Habitat 3.1.4: Portwide Best

Goal	Objective	Policy
		Management Practices
	3.2: Plan Implementation Coordination	3.2.1: Sensitivity to Local Concerns 3.2.2: Permit Compliance
4. Safety and Security	4.1: Protection from Natural Hazards	4.1.1: Flood Zone Compliance 4.1.2: Building Code Compliance 4.1.3: Hurricane-Preparedness 4.1.4: Post-Disaster Redevelopment
	4.2: Protection from Manma Hazards	2.1: Safe Operating Environment 4.2.2: Security Plan
5. Intergovernmental Coordination and Regional Collaboration	5.1: Compatibility with City's Comprehensive Plan	1.1: Plan Coordination 2: Infrastructure and Utility Cap. ty
	5.2: Governme and Agency Coordination	5.2.1: If County 5.2.2: Lo Regional, State and Federal Age
	5.3: Saboration with Mark Commercial and Industry Inc.	5.3.1: Econo Development Groups 5.3.2: Northwest Florida Seaports
6. Financial Stability	6.1: Budge Process	1.1: Port Revenues Annual Capital Improvement Plan Updates
	6.2 unding Opp unities	6.2.1: Legislative Contacts 6.2.2: Grants/Loans 6.2.3: Public/Private Partnerships

SANITARY SEWER, SOLID WASTE, STORM WAT MANAGEMENT POTABLE WATER AND GR DWATER HFER RECHARGE ELEMENT

# SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT POTABLE WATER AND GROUNDWATER AOUIFER RECHARGE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL I: NEEDED PUBLIC FACILITIES SHALL BE PROVIDED IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES AND PROMOTES ORDERLY, COMPACT URBAN GROWTH.

**OBJECTIVE 1.1:** By 2020, the City of Port St. Joe will continue to implement procedures to ensure that at the time a development permit is issued, adequate the ity capacity is available or will be available when needed to serve the development in a timel to the continue of the continu

Policy 1.1.1: The residential (City and Oak Complete of service standard for sanitary sewer facilities is equal to 150 gallons per per day, all be used as the basis for determining the availability of facility pacity and the lemand generated by a development.

Policy 1.1.2: The commercial/light indused level of provices standage for sanitary sewer facilities is equal to 1,450 gallons per across and shall be used to the basis for determining the availabilities of facility can be used the basis for development.

Policy 1.1.3: New heavy index rial harmies shall wide sewage service data and contribute toward the cost of developing included collect transmission and treatment systems.

Policy 1.1. The City-lie average and waste level of service standard shall be 8 pounds per cape per day and shall be a last the basis for determining the availability of facility capacity as the service and development.

colicy 1.1. The following level of the Stormwater Management standards shall be used as the barrior declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the demand perated by a declining the availability of facility capacity and the availability of facility and the availability of facility and the availabili

- 25-yr. frequency, 24-hr. duration storm event for those areas designated as idential, control ercial, mixed commercial/residential, public, and industrial land use the Future Land Use Map; and
- 3-yr. free dcy, 24-hr. duration storm event for those areas designated as agricultural, conservation, and recreation land use on the Future Land Use Map.
- All new and re-development projects shall comply with the stormwater design and performance standards and stormwater retention and detention standards contained within section 62 346 Environmental Resource Permitting (ERP), Chapter 62-330 and Chapter 62-312, and comply with applicable provisions of Chapters 62-4 and 62.520, Florida Administrative CodeF.A.C.

**Policy 1.1.6:** All future development and re-development shall protect the functions of natural Stormwater Management features by complying with the level of service as listed within this Plan and by obtaining proper approved Stormwater Management permits from

- the Florida Department of Environmental Protection, Northwest Florida Water Management District, and requirements of Policy 1.1.5.
- Policy 1.1.7: The residential (City) potable water level of service standard for potable water facilities is equal to 130 gallons per capita, per day, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.
- **Policy 1.1.8:** For unincorporated areas such as Oak Grove, White City, and St. Joe Beach, the potable water level of service is equal to 100 gallons per capita per day, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.
- **Policy 1.1.9:** The commercial/light industrial potential water level of service standard is equal to 2,000 gallons per acre per day and service standard is the basis for determining the availability of facility capacity and the demand service development.
- **Policy 1.1.11:** The heavy industrial power water level of see is equal to 50 gallons per day per employee for sanitary usa
- Policy 1.1.12: The heavy industrial potato water loss of service respectively usage is equal to 11,000 gallons per accepted by
- Policy 1.1.13: All improvements replacements coansion or increase in capacity of facilities shall be compatible with the accordance of level of source standards for the facilities.
- Policy 1.1.14 blic Works partmer develop rocedures to update facility demand and acity a mation as velocity are issued.
- Policy 1.1.15 anual surple aries shall be prepared for capacity and demand information for each facility services as
- of this plan, a vision centralized satisfactory sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer and potable water service shall be limited to the secretary sewer service shall be limited to the secretary sewer service several service service several service several service service several service service service service service several service service service service se
- Policy 1. . . ?: The Circumill institute a water distribution leak prevention program in an effort to conserve matural resource, "water". In addition, water customers will be continuously in the conserve water for conservation sakes. Programs instituted by the Water Management District, such as alternate irrigation program, will be supported by the City.
- **OBJECTIVE 1.2:** The City will maintain a five-year schedule of capital improvement needs for public facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan.
  - **Policy 1.2.1:** A Capital Improvement Coordinating Committee is hereby created, composed of the City Commissioners and City Auditor-Clerk for the purpose of evaluating and ranking capital improvement projects proposed for inclusion in the five-year schedule of capital improvement needs.

**Policy 1.2.2:** Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines:

Level One – whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.

Level Two – whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs or provides service to developed areas lacking full service.

Level Three – whether the project represents — gical extension of facilities and services within a designated service area.

GOAL 2: PORT ST. JOE WILL PROVIDE STATES SEWER, SOLID WASTE, STORMWATER MANAGEMENT AND VABLE W. TR FACILITIES AND SERVICES TO MEET EXISTING AND PROCEED DEMAN. DENTIFIED IN THIS PLAN.

replacing OBJECTIVE 2.1: The City will complete proces potable water infrastructure and then focus on realizing/upgrading ary sewer infrastrum re. The City the Master Stor ater Management Plan to identify and will continue to pursue funding to construct improvements. Existing de will be corn by undertaking the projects in the 3. following ets that are outside of the five five year schedule of capital improve nts. year window will be included in future for ear ser

#### Stormwater Management:

- Area 1: Canals and "B hould be exacted with bottom width a minimum of 3 feet and (10) 36 inch p. valve and december and ted under the railroad.
- a 1: Wice and "e ith a 5 fee om width and Canal "D" with a 14 foot bottom idth. In Canal doub, foot by 6 real box culverts are proposed at the road to the one Chemical and a 381.
- Area 3 are Canals "E" and "G", with 3 foot bottom widths. At the conflict of the car at a new controlling weir structure will regulate the outgoing flow from the east de of the failroad to ensure the increased flow from the proposed storm improvements and provide the flow beyond that of preconstruction runoff. A detention pond is required to be constructed along Canal "F", with 20 foot bottom width and 60 foot top width. Additional City right of way will be required parallel to the existing easement.
- Area 4: There is a serious flooding problem along Monument Avenue (U.S. Highway 98) due to the inadequacy of the State's storm sewer system in this area. Canal "G", with a 3-foot bottom width, is designed to divert the storm flow excess from the State's system on Monument Avenue to Area 3.
- Area 9: The proposed 24 inch storm sewer on Sixth Street and Long Avenue will remedy the flooding problems east of Long Avenue.

- Replace existing 2" distribution mains with 6" mains on Palm Boulevard.
  - **Policy 2.1.1:** Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City.
  - **Policy 2.1.2:** No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.
  - Policy 2.1.3: The annual summaries of facility capacity of demand information prepared by the City Planning Agency shall be used to evaluate the ed for the timing and location of projects to extend or increase the capacity of facilities.
  - Policy 2.1.4: All projects required to meet presented described for the years beyond the five year schedule shall be submitted to the Capital provements Coordinating Committee and scheduled in the Capital provement Element of Section 163. 3), E.S.
- **OBJECTIVE 2.2:** Repair and Replacement projector that uning period 52<u>018</u> through 20202030 will be met through the appeal budget.
  - Policy 2.2.1: The City will a bloom adequate be set for Public Works sanitary sewer and potable water repair and eplace of The Chaptill provide the Public Works Department with sufficient manner of the work
- OBJECTIVE 2.3 e City was naintain a Water Suy Facility Work Plan consistent with the recommendations of the orthwest has a Water Management District Regional Water Supply Plan (RWSP) has beginn
  - Port Supply Facilities Work Plan identifies and plan for the vater subvector facilities needed to serve existing and new development in the dunincorporated areas of the County served by the City rough 2020-20.
  - **Poly 2.3.2.** The Charles adopted the Water Supply Facilities Work Plan dated July 2009 and incorporated by reference into the City's Comprehensive Plan.

# GOAL 3: THE FU OF NATURAL GROUNDWATER AQUIFER RECHARGE AREAS WITHIN THE WILL BE PROTECTED AND MAINTAINED.

- **OBJECTIVE 3.1:** The City will continue to protect groundwater aquifer recharge areas.
  - **Policy 3.1.1:** The City will revise the adopted xeriscape ordinance to recognize the groundwater recharge functions of natural landscape and protection of water quality.
  - **Policy 3.1.2:** The City will coordinate with County, State, and Federal agencies to achieve regional aquifer recharge protection objectives.

5

TRAFFICCIRCULATIO

### TRAFFIC CIRCULATION ELEMENT GOALS, OBJECTIVES AND POLICIES

## GOAL 1: PROVIDE A SAFE, CONVENIENT AND EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM WITHIN THE CITY OF PORT ST. JOE

**OBJECTIVE 1.1:** Local roadways will be maintained to preserve the adopted Level of Service.

**Policy 1.1.1:** The City hereby adopts the following Level of Service for the design and operation of local City roadways:

Level of Service "C": Stable flow of traffic, but tarking the beginning of the range of flow in which the operation of individual becomes significantly affected by interactions with others.

**Policy 1.1.2:** The City adopts the following person our Lord of Service (LOS) Standards by facility type, not including the constraint beginner of Service (LOS) 8:

Principal A	rterial	L
Minor Art	ial	D
Collector	Roadways	D

The City adopts LOS "E peak hour stand of for the constrained segment of SR 30/US 98 from Angle Fish pediately nor of the bridge over the Gulf Canal to south of the A & N Railroad pass."

Policy 1.1.3 vadopts the ate man OS state rds for all roadways within the city that designated possible signated (SIS).

### OBJECTIVE 1.2: Imprese in the second second

- Department Transpagion and Go County Highway Department to facilitate the improvements living and County maintained roadways.
- 1.2.2: The will had the improvements which involve City-maintained street and roadways on the existing budget for street maintenance.
- Policy 1. Accide eports will be monitored to determine if areas of State, County or City street aways exhibit potentially unsafe conditions.
- **Policy 1.2.4:** The City shall adopt design standards in the Land Development Regulations relating to control of connections and access points of driveways to roads and roadways. The standards need to address issues such as access control, number of access points and location of access points.
- **Policy 1.2.5:** The City shall provide and/or require pedestrian and bike alternatives by incorporating standards in the Land Development Code for sidewalks, recreational paths or the concept of wide outside roadway lanes into all future construction or reconstruction of arterial and collector roads.

**OBJECTIVE 1.3:** Provide a program of street resurfacing of older paved streets and roads within the City limits.

- **Policy 1.3.1:** Establish fiscal budgets for a repaving program as developed by the Public Works Department.
- **OBJECTIVE 1.4:** Provide an alternate evacuation route to that segment of State Road 30 which lies within the Category 1 Evacuation zone.
  - **Policy 1.4.1:** The City will establish a study in coordination with the State Department of Transportation, the Regional Planning Council and other affected State and County agencies to study the alternate routes available within the City street system.
- **OBJECTIVE 1.5:** Promote alternative forms of transportation and interconnections that reduce greenhouse gas emissions from the transportation sector.
  - **Policy 1.5.1.** The City will strive to reduce green gas emissions by reducing traffic congestion and air pollution.
  - **Policy 1.5.2.** The City shall commit fur where finance of feasible, to improve the existing and construct new pedestrian where paths within the city.
  - Policy 1.5.3. The City will require no less than five feet in width the lewalks along US US 98 and SR 71 and coordinated circular design and adjacent posities.
  - Policy 1.5.4: The City was wide for containing investment in public facilities and infrastructure in these are the ling streets and pedestrian improvements, an increased network of bike a pedestry paths and onnections to provide non-auto transportation options and enhance the live streets of the containing the containin
  - link the Downtown Port St Joe Policy 1 ill promo Area wit pment along the bay and North Port St Joe e <del>planned</del> vn Cente xisting linear green space along the canal on alk Park d the City area, the Ba tation options, reduce vehicle miles traveled, native tran Park Avenue vide eduction in greenhouse gas emissions. fuel co tribute
  - Policy 1.5. The City call collaborate with the Port St. Joe Port Authority, county, state, and feder gencies of with private entities responsible for water, highway, and connectivity ensure that the intermodal transportation infrastructure and conceptivity essentials Port operations are in place.
  - Policy 7: All man developments, including mixed use projects will evaluate their impact on a ffic circuition and, if increased traffic volumes or safety at new or existing roadway links intersections cause a change in the existing level of service, the developers will combute toward the elimination or mitigation of impacts on the roadway system.
- **OBJECTIVE 1.6:** Planning for traffic circulation will be coordinated with the future land uses shown on the "Future Land Use Map", the Florida DOT Adopted Work Program, the SIS Plan and the plans of neighboring jurisdictions/areas.
  - **Policy 1.6.1:** The City shall review subsequent versions of the Florida DOT Adopted Work Program in order to update/modify this element as may be necessary.
  - **Policy 1.6.2:** The City shall review for compatibility the traffic circulation plans/programs of the unincorporated County and neighboring areas as they are amended in the future.

- **Policy 1.6.3:** The City supports the Port of Port St Joe designation as a Planned Emerging Strategic Intermodal System (SIS) facility and will support redevelopment efforts in the Port Planning Area to promote local and regional economic development in the area consistent with the Port Master Plan included in the Coastal Management Element.
- **OBJECTIVE 1.7:** The City shall develop/adopt a "Right-of-Way Protection Map" based upon the traffic circulation Element and the Future Land Use Element of this plan.
  - **Policy 1.7.1:** The City shall adopt minimum right-of-way requirements for new roadways containing the following provisions:

Arterial Roadways: 150 feet Collector Roadways: 100 feet

Local Roads: 60 feet (side drainage) or 50 feet ( gutter)

- **Policy 1.7.2:** The City shall require through needed right-of-way and necessary improvement from new developments.
- Policy 1.7.3: All building setbacks show measured from the two right-of- way lines for all new construction including the backs for additions to example structures.
- GOAL 2: INCREASE INTERJURISDICTION ACCOMENTS TO CONDINATE TRANSPORTATION PLANN AND PROCESSIVE AND CO. PENSIVE ANSPORTATION PLANNING THROUGHOUT THE LOCAL A. A.
- OBJECTIVE 2.1: Establish an annua review discussion with the State and County Highway Department mine the heact of mine the roadways in and around Port Science.
  - Policy 2.1.1. point a mmittee to least with the State Department of Transportation (FDOT) to reveal the five factor of the Five factor (FDOT) to reveal the five factor of the Five factor (FDOT) to reveal the five factor of the Five factor (FDOT) to reveal the five factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor of the Five factor (FDOT) to reveal the factor (FDOT
  - Policy 2.1.2: At with County Highway Department on an annual basis Co discuss paintenance respectibilities programs and other traffic-related topics as may cet the traffic cite ation.
- **OBJECTIVE**: Monitor, a ticipate in and support as appropriate, regional transportation and economic desergement as a ticipate in and support as appropriate, regional transportation and economic desergement as a ticipate in and support as appropriate, regional transportation and economic desergement as a support as appropriate, regional transportation and economic desergement as a support as appropriate, regional transportation and economic desergement as a support as
  - **Policy 2.2.1:** the activities and studies of the Northwest Florida Transportation Corridor Author, and provide comments as appropriate.
  - **Policy 2.2.2:** Work with the Northwest Florida Transportation Corridor Authority in insure that improvements related to the SR 30 (US 98) are included in the corridor master plan.
  - **Policy 2.2.3:** Support the planning and development of the Gulf Coast Parkway to stimulate economic development in the area.

**HOUSING ELEMENT** 

## HOUSING ELEMENT GOALS, OBJECTIVES AND POLICIES

## GOAL 1: PROVIDE DECENT, SAFE AND AFFORDABLE HOUSING FOR ALL CURRENT AND FUTURE RESIDENTS OF THE CITY.

- **OBJECTIVE 1.1:** The City will continue to monitor the housing stock for housing units which present a health or safety problem due to their substandard condition in accordance with the Florida Building Code. The City will take actions to these problems (notifying private owners of problems and possible remedies or if required, take legal action). Substandard in terms of structural integrity, deficient plumbing, lack of central heating or overcrowded characteristics).
  - **Policy 1.1.1:** The City will strive to condemn housing units only if they pose a serious health and safety problem and are unoccupied.
  - **Policy 1.1.2:** The City will investigate and consider adoption of a Housing Code that addresses the safety conditions of units to ensure maintenance of the existing housing stock.
- **OBJECTIVE 1.2:** By 2015, the City will continue to evaluate the number of dwelling units that need improvement and are suitable for owner or volunteer rehabilitation efforts.
  - **Policy 1.2.1:** The City will establish principles and policies to guide rehabilitation and conservation of the housing stock. The City will identify areas which contain substandard housing units within the City. These areas shall be the target of revitalization and assistance programs, including the provisions or improvement of public services, information and state/federal housing assistance programs and City participation in and solicitation of financial assistance from state and federal programs intended to improve the condition and supply of housing.
  - Policy 1.2.2: Promote volunteer efforts for housing repair and maintenance.
  - Policy 1.2.3: The City will support public and private efforts which are directed at improving housing. Such actions could include sponsorship of "fix-up, clean-up" days; utilizing City resources and personnel to assist such efforts and coordinating with-various entities (e.g. church groups, non-profit organizations, etc.) to assist in undertake housing improvements.
  - **Policy 1.2.4:** The City shall require landscaping and building maintenance as part of its land development regulations.
  - **Policy 1.2.5:** The City shall require visual buffers or fences for land uses which present an unsightly appearance or which have the potential to create nuisances.
- **OBJECTIVE 1.3:** By the year 2015, The City will continue to decrease the number of elderly and low income that are living in substandard housing.
  - **Policy 1.3.1:** Promote owner/volunteer housing repair programs which make repairs sufficient to allow the elderly and low income to safely remain in their housing units.
  - **Policy 1.3.2:** Promote funding from public agencies and private sources to finance housing rehabilitation, group homes, and congregate living facilities.



- **OBJECTIVE 1.4:** The City will continue to review all regulations and codes that relate to housing and unify/standardize them if necessary in order to assist land owners and the building industry in reducing development costs (by eliminating unnecessary procedures).
  - Policy 1.4.1: Assist private building industry initiatives to provide the predominant form of housing (single family detached) as well as multi-family housing via use of federal low interest construction loan programs. The City shall provide incentives to private developers intended to stimulate construction of new or rehabilitated affordable housing units. Such incentives may include reduction in fees, or waiver, waiver of fees for re-connections to rehabilitated residences, and the provision of "fast track" processing of applications and plan reviews.
  - **Policy 1.4.2:** The City will continue to participate in federal and state housing programs administered by the US Department of Housing and Urban Development and the Florida Housing Finance Corporation to assist in the development of affordable workforce housing
  - **Policy 1.4.3:** The City shall continue to participate in housing programs provided by Gulf County. The City shall continue to support and utilize the Gulf County Development Corporation to advocate for development of affordable housing in the community.
  - **Policy 1.4.4:** The City shall continue to support the efforts of the Gulf County Housing Coalition, the Christian Community Development Fund and Habitat for Humanity and work with these agencies to provide affordable housing in the community.
- **OBJECTIVE 1.5:** The City will identify adequate sites for the location of low and moderate income homes and for households with special needs, group and foster care facilities while striving to maintain the character and quality of established neighborhoods.
  - **Policy 1.5.1:** The City will seek to foster non-discrimination and encourage the development of community residential alternatives to institutionalization by including the principles and criteria to guide the location of these facilities in the City development regulations.
  - **Policy 1.5.2:** The City's land development regulations will outline a development review procedure which addresses the consideration of affordable housing for low and moderate income groups and criteria guiding the location of mobile homes.
- **OBJECTIVE 1.6:** Historically significant housing will be identified as it becomes known (identified by citizens and the local, state and federal government) and protected under the City's development regulations.
  - **Policy 1.6.1:** The City will continue to cooperate with the state Division of Historical Resources in identifying and preserving historic resources. The City shall seek grants with the Division to conduct a city-wide historic resource survey.
  - **Policy 1.6.2:** The City shall protect significant historic resources. Preference will be given to adaptive reuse of historic resources over activities that would significantly alter or destroy them.
- **OBJECTIVE 1.7:** The City will provide for anticipated population growth and the existing population by developing growth management regulations which provide for adequate and affordable housing to include households with special needs.
  - **Policy 1.7.1:** Existing regulatory and permitting processes will be improved by the establishment of principles and criteria to guide the location of housing (based on future land

uses)upon adoption of development regulations.

- **OBJECTIVE 1.8:** The City will plan for relocation housing if City projects impact existing housing.
  - **Policy 1.8.1:** The City will provide assistance to the private sector to encourage replacement housing production if City housing stock is decreased or eliminated by development activities.
- **OBJECTIVE 1.9:** The City of Port St Joe will implement an incentive program to encourage the private sector to provide affordable workforce housing.
  - **Policy 1.9.1:** The City of Port St Joe shall implement the adopted "Affordable Workforce Housing Incentive Ordinance" providing developer incentives and options for the voluntary provision of affordable housing.
  - Policy 1.9.2: Incentives that may be considered in the ordinance include, but are not limited to density bonuses; streamlined priority permitting; design flexibility and reduction of impact and hook up fees for every affordable housing unit. The "Affordable Workforce Housing Incentive Ordinance" shall consider all segments of affordable housing (i.e., very low, low, moderate), as defined by Chapter 420, Florida Statutes. The ordinance may consider different levels of incentives on a sliding scale basis, based on the affordable housing segment that is being addressed by the developer.
  - Policy 1.9.3: When funds become available, a housing trust fund shall be established by the City to receive trust fund moneys, land or other considerations that will become available as a result of the adoption and implementation of the "Affordable Workforce Housing Incentive Ordinance". The fund will be maintained separately from the general funds of the City of Port St Joe. A qualified Gulf County-based not-for-profit organization, such as the Gulf County Community Development Corporation, a Gulf County Community Land Trust or a Gulf County Housing Coalition will administer the receipts of the housing trust fund for the benefit of Port St Joe residents in need of affordable housing
  - **Policy 1.9.4:** The City of Port St Joe shall continuously review and monitor availability of affordable workforce housing in the community.
  - **Policy 1.9.5:** At a minimum of every other year, the City shall evaluate the effectiveness of the "Affordable Workforce Housing Incentive Ordinance" and may consider mandatory affordable workforce housing ordinances if the data shows that the need for affordable workforce housing continues to increase.
- **OBJECTIVE 1.10:** The City of Port St Joe will support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.
  - **Policy 1.10.1:** The City will support residential construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or other nationally recognized, high performance green building rating system as recognized by the Florida Department of Management Services.
  - **Policy 1.10.2:** The City will encourage the use of energy-efficient appliances and plumbing fixtures.

**Policy 1.10.3:** The City will provide educational materials (i.e., inserts in utility bills) on the home energy reduction strategies and strategic placement of landscape materials to reduce energy consumption.

**Policy 1.10.4:** The City shall continue to allow home based businesses to the extent that they are compatible with residential areas consistent with the provisions in the land development regulations.

#### CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES, AND POLICIES

- GOAL 1: THE CITY SHALL PROTECT THE EXISTING PUBLIC FACILITIES WITH FINANCING FOR UPGRADING AND MAINTENANCE AND SHALL PLAN FOR AND FINANCE NEW FACILITIES TO SERVE NEW AND FUTURE RESIDENTS AND PROMOTE ORDERLY GROWTH.
- **OBJECTIVE 1.1:** Capital Improvements will be provided to correct existing deficiencies, to accommodate anticipated future growth and to replace worn out or obsolete facilities, as indicated in the Five (5) year Schedule of Improvements of this Element.
  - **Policy 1.1.1:** The City shall schedule as first priority approvements designed to correct existing deficiencies, and shall develop future fiscal and maintenance costs.
  - Policy 1.1.2: The City shall fund and control all projects in Five (5) Year Schedule of Improvements, as listed in this Element
  - Policy 1.1.3: The Capital Improvement Condinating Committee, as desired in the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Groun water Aquifer as barge Element, Policy 1.2.1, shall define the frames and so work for the projects in the Five (5) Year Schedule of Improvement, and ensure the projects have adequate funding throughout the program.
- OBJECTIVE 1.2: Public expenditures who be limited subsidized development in Coastal High Hazard Areas (CHHA)
  - Policy 1.2.1. City shall fund only the projects whose purpose is to replace and renew existing public a lities.
  - Funding not be wished projects not included in this Comprehensive lan, or in a prove od adopted dments, in Coastal High Hazard Areas (CHHA).
- OBJEC VE 1.3: The City Il coore to land use decisions and available or future funding with a schedule of point improvements. The standards of capital improvements will maintain the adopted level of service and ards and many the existing and future public facility needs.
  - Policy 1.3. The City maintain, through proper fiscal responsibility, the level of service standards as in Section, "Analysis of Capital Improvements and Fiscal Responsibility" applied Improvements Element.
  - **Policy 1.3.2:** The Capital Improvement Coordinating Committee will work with the Planning and Development Review Board. Their involvement will be limited to assisting the zoning board with decisions that involve future growth and variances to the established future land use patterns.
- **OBJECTIVE 1.4:** Future development shall bear a proportionate cost of public facility improvements necessitated by the development in order to maintain the adopted level of service standards. The cost shall be determined by the Capital Improvement Coordinating Committee.
  - Policy 1.4.1: The Capital Improvement Coordinating Committee shall review the costs to



provide new and upgraded public facilities for each new development that causes a decrease in the level of service of the City facilities, and determine the proportionate cost to be shared by the developer.

- **Policy 1.4.2:** The developer shall pay the prescribed proportionate share of public improvements prior to construction.
- **Policy 1.4.3:** The funds required for the City share shall be established and budgeted prior to the construction, conforming to Exhibit 1 of the Capital Improvements Element: Adopted Five (5) Year Schedule of Improvements
- **OBJECTIVE 1.5:** The City shall manage its fiscal resources order to ensure that the capital improvements needed because of previously issued development orders are provided in accordance with the Five-Year Scheduck capital Improvements.
  - **Policy 1.5.1:** The City shall adopt an Annual Operating Bud which includes the cost impact of the recommended capital improvement passes.
  - **Policy 1.5.2:** The following criteria we used to evaluate projecting inclusion in the Five-Year Schedule of Capital Improvements:
    - o The relationship to indicabal elements of public hazards;
    - o The elimination of existing a deficiencies
    - o The impact on the annual contains a capital but its; Location in relation to the Future Land Use Map;
    - o The accommend of new decommend facility demands; The
    - o The remainship of the improvement of the plans of State agencies and the Northwest Florida of the Man ement Distriction of the improvement of the plans of State agencies and the Northwest Florida of the improvement of the plans of State agencies and the Northwest Florida of the improvement of the improvement of the plans of State agencies and the Northwest Florida of the improvement of th
    - 5.3: "Fine cash in sufficient revenues must comply with one of the ingeria
    - a. Currently a lable; c
    - b. Will be availa from a mitted funding sources for the first 3 years; or
      - Will be available om come ted or planned funding sources for years 4 and 5 of a 5r capital improvements.
  - Policy 1.3: The best service implication of the Five-Year Schedule of Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements Experiments III begalated as part of the Monitoring and Evaluation of the Capital Improvements Experiments III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and Evaluation of the Capital Improvements III begalated as part of the Monitoring and III begalated as part of the Monitoring as part of the
- GOAL 2: PUBLIC FACILITIES AND SERVICES NEEDED TO SUPPORT FUTURE DEVELOPMENT SHALL BE CONCURRENT WITH THE IMPACT OF THE DEVELOPMENT.
- **OBJECTIVE 2.1:** Public facility and service must meet the adopted LOS standard and must be available or be phased to be available, concurrent with the impact of development.
  - **Policy 2.1.1:** Development orders or permits will not be issued, or they will be specifically conditioned, upon the availability of public facilities which meet the LOS standards and must be available concurrent with the impact of the development.

**Policy 2.1.2:** The availability of public facilities shall be determined and measured for the required public facility types using the adopted Level of Service (LOS) standards contained in the following elements of the Comprehensive Plan:

Traffic Circulation

Infrastructure, including Solid Waste, Drainage, Potable Water and Sanitary Sewer Recreation and Open Space

Public School Facilities Element

**Policy 2.1.3:** As required in the Interlocal Agreement for Public School Facility Planning, the City shall apply the following adopted LOS district wide:

Type of School	Level of Service
Elementary	100% of DOE permanent CISH capacity
Middle	100% of DOE permanent. SH capacity
High	100% of DOF ermanent F. apacity
Special purpose	100% of Degree ermanent FISH and city

DOE: Department of Education

FISH: Florida Inventory of School House

Policy 2.1.4: The Interlocal Concurrency Considers the Florida Inventory of School House (FISH) report and the carsity of Florida areau of Economic Research (BEBR) data to project student population of population with projections and report their concurrency findings and recommendate to the City Port St Joe, City of Wewahitchka, Gulf County and the School Board

OBJECTIVE 2.2: The sty when mage its fit is the provision of needed capital improvements.

Policy 2.2.1: The qual product, including the capital improvement cost items, for each provision for capital improvements and maintenance existing ties to reverte accordance to the capital improvement cost items, for each provision for capital improvements and maintenance existing the capital improvement cost items, for each provision for capital improvement cost items.

licy 2.2.2: The qual Gual Budget shall be adopted annually as part of the annual budget shall be adopted annually as part of the annual

Policy : All capital provements projects required to maintain School concurrency shall be financial feasible a inanced within the City's annual operating budget and as projected in the Five Y. Capital provement Schedule.

Policy 2.2.4: The sool Board Five-Year District Facilities Work Program is hereby adopted into the City's comprehensive plan as Exhibit 2 of the CIE. The City will request the School Board's Five Year District Facilities Work Program by October 1st of each year to be reviewed and adopted into the City's Comprehensive Plan Capital Improvements Element before December 1st of each year.

Policy 2.2.5: The City, along with the other Local Governments, will assist the School Board in evaluating proportionate share mitigation options when development impacts exceed concurrency Public School Facility LOS of the respective service area. Proportionate share mitigation options include contribution of land, actual construction or expansion of school facilities, or contribution into a mitigation bank consistent with the Interlocal Agreement for

Public School Facility Planning.

**OBJECTIVE 2.3:** Outside revenue sources will be examined and sought by the Capital Improvement Coordinating Committee to supplement City taxes and fees to fund capital improvements required by this Comprehensive Plan.

**Policy 2.3.1:** The budget for each year will be examined to determine the impact of capital improvements to the citizens of Port St. Joe in the form of fees and taxes.

**Policy 2.3.2:** Applicable outside funding sources shall be examined for eligibility of funding for the specific projects under the City's capital improvements budget for the fiscal year.

**Policy 2.3.3:** The facility plans of County and State age will be examined for duplication of public facilities that could serve future development the City.

## ECONOMIC DEVELOPMENT ELEMENT GOALS, OBJECTIVES, AND POLICIES

## GOAL 1: CREATE AND RETAIN JOBS WHILE MAINTAINING AND IMPROVING THE QUALITY OF LIFE IN THE COMMUNITY.

- **OBJECTIVE 1.1:** Expand economic base by promoting a diversified economy that takes full advantage of the City's strategic location, natural resources, public facilities and infrastructure.
  - Policy 1.1.1: The City may designate an Economic Development Representative/Agency to serve as the lead agency for implementing this Element and the coordination of City economic development activities and initiatives.
  - **Policy 1.1.2:** Develop a complete list of assets of the properties, including "shovel ready" sites for development and existing vacancies of suitable competent industry properties.
  - Policy 1.1.3: Enhance the City's website present include the following
    - complete list of assets of the mmunity
    - an invitation and incentives to get new businesses,
    - clear description of local incentry, such that Enterprise e, Ad Valorem Tax Abatement, Expected Permitting perhaps a certified industrial and/or commercial site,
    - and links to website flow egional and nomic development organizations.
  - Policy 1.1.4: Educate elected officials a communication of the balance of the community as a business location and more them to be consumed to the community as a business location and more them to be consumed to the community as a business location and more them to be consumed to the community as a business location and more them to be consumed to the consumer to
  - Policy 1.15 Conduct as a property of the community in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional busing the community involved in the economic development Summit in the City with local and regional business and the community involved in the economic development Summit in the City with local and regional business and regional busine
  - Policy 6: Seek design n as a community in the newThe City will continue to participate on the Community in the Department of Economic Opportunity.
  - Policy 1.1.7: with Duke thergy Business Development Team to market "shovel ready" sites to business prospects.
  - **Policy 1.1.8:** Explore sek opportunities with the Rural and Economic Development Initiative (REDI) and the USDA Rural Development Economic Development Initiatives.
  - **Policy 1.1.9:** Coordinate with the Florida Chamber of Commerce to explore funding and technical assistance opportunities for economic development in the City.
  - **Policy 1.1.10:** Work with the Florida Chamber or the Apalachee Regional Planning Council to become a participating 'Six Pillars' Community.
  - **Policy 1.1.11:** Coordinate with the Apalachee Regional Planning Council on its updates to the Apalachee Region Comprehensive Economic Development Strategy, (CEDS).



- **Policy 1.1.12:** Maintain working partner relationship with the Joe Company in its efforts to develop its holdings along the freshwater canal.
- **Policy 1.1.13:** Coordinate with Florida's Great Northwest Inc, to market the City and the Port of Port St Joe as part of the region as a globally competitive location for business and to work with regional partners to recruit new jobs and investment through Northwest Florida.
- **OBJECTIVE 1.2:** Improve transportation network facilities in order to attract new businesses, create new jobs and increase tax base.
  - **Policy 1.2.1:** Support the Port Authority's efforts to obtain funds for dredging of the Ship Channel through continued coordination with Florida Department of Transportation (FDOT), the Governor's office and Legislative delegation.
  - Policy 1.2.2: Support the Port Authority's efforts to provide the Port designation as an "emerging Strategic Intermodal System (SIS)" by FDOT which provides a least to federal and state funding for the Port.
  - Policy 1.2.3: Continue to support the effort the Port Authority at the Gulf County Economic Development Alliance (EDA)Coalition (EDC) market the port as a location for bulk, container or vehicle shipments to and from the region.
  - **Policy 1.2.4:** Continue to pursue F release of grant and so to restore rail service to the City of Port St Joe to serve the Port facilities and some general economic development in the community.
  - Policy 1.2.5: Continue to coordinate v FDC the Norwest Florida Transportation Corridor Authority (NWFTCA) are sure alignment of the Course Park y provides the most direct route from the City to I-1
  - Policy 1.2.6: Explore and pursue prortunities the FDOT to strengthen the transportation system and grow the economy utility and other FDOT and support and support
  - Po 1.2.7: Continue to support the operation he AN Railway as a regionally important Port to Rail apponent to link the ort where national rail system.
  - Policy 1. Participate in Ster City Sister Port programs with developing ports in South and Central American
- **OBJECTIVE 1.3:** Proving quality deation and responsive workforce training to support and attract new businesses.
  - **Policy 1.3.1:** Support the efforts to improve the quality of public education by ensuring schools are providing exceptional education at elementary, middle and high school levels, as well as Adult School Education programs.
  - **Policy 1.3.2:** Participate and support the coordination efforts between the economic development organizations, Gulf County Chamber of Commerce, Gulf Coast Workforce Board, Tourism Development Council, the Gulf Coast State College and School Board to respond quickly to demands for workforce training, improved skill levels and positive work ethic of the labor force.
  - **Policy 1.3.3:** Increase coordination with the Northwest Florida Manufacturers Council (NFMC) to promote development of a skilled manufacturing workforce in the region.

- **Policy 1.3.4:** Develop and implement training programs that will complement economic diversification efforts.
- **Policy 1.3.5:** Develop a strategy to provide vocational education programs and certificate training programs and strive to attract young students into such programs.
- **Policy 1.3.6:** Explore opportunity to develop educational programs aimed to give students, young people and others the skills to start and effectively manage a business.
- **Policy 1.3.7:** Develop strategy to attract and retain both college graduates and young professionals and foster entrepreneurism.
- **OBJECTIVE 1.4:** Balance economic development while maintaining the quality of life that makes the City of Port St Joe a very unique place to live.
  - Policy 1.4.1: Promote Tourism as a key component the City's economic base.
  - Policy 1.4.2: Conduct brand development exercise in the City to be aligned with Gulf County tourism.
  - Policy 1.4.3: Support the Gulf County Tourism Deployment and uncil's plans are monte tourism in the City and Gulf County and their yearly fiscal goals.
  - Policy 1.4.4: Protect coastal and expressional resources that support businesses and attract tourist throughout the year.
  - Policy 1.4.5: Explore and another provide additional access to St Joseph Bay.
  - Policy 1.4.6: Commate with the Small V and initiative to provide tourist amenities such as the BayPark Conceptual can to provide the City a Port of Call for boutique cruise lines and research vessels.
  - Polity And and entropy and factories along the waterfront, including the City Pier, Polity Joe Marina, Park and the Shipyar ve/Frank Pate Park as well as other small parcels acquired by the City for the ational posses.
  - Policy 1.4. Support the Policy Joe Marina which provides recreational access to St Joseph Bay and the Gulf of Marina.
  - Policy 1.4.9: Seek private funding to develop the Field of Dreams Sports Complex in the City.
  - **Policy 1.4.10:** Encourage cooperative efforts between local realtors, hotel/motel owners and restaurants, Tourism Development Council and Chamber of Commerce to market Port St Joe as a Waterfronts Florida tourism destination.
- **OBJECTIVE 1.5:** Improve coordination and communication among local, regional and state economic development organizations to foster a more collaborative business environment and promote the assets of the City as part of the larger Northwest Florida region.
  - **Policy 1.5.1:** Hold regular meetings and workshops with representatives from local, regional and state economic development organizations to share information, challenges and opportunities.

- **Policy 1.5.2:** Foster a positive working relationship with Gulf County government to provide a united, business-friendly introduction to the region.
- **Policy 1.5.3:** Explore "Supercouncil" approach to economic development.
- **Policy 1.5.4:** Establish an ongoing communications program to regularly share information among local, regional and state economic development organizations to reinforce the key messages and include success stories, information about the port facilities, railway service, tourism related updates, and other news that impact economic development.
- **Policy 1.5.5:** Identify key LinkedIn groups specific to regional and rural economic development in Northwest Florida and monitor those groups and the discussions posted there. Contribute to discussions as an additional vehicle for sharing the City's assets and opportunities for new businesses.
- Policy 1.5.6: Use social media programs such as factorized and twitter to share information about progress on port redevelopment plans and tourism relativity.
- Policy 1.5.7: Enhance relationships with Enterpresentatives and development representatives are development representatives.
- Policy 1.5.8: Work cooperatively with the To me elopment Counce the Port St Joe Redevelopment Agency, the Port St Joe that creates a level of awareness of the redevelopment plan of the Port facilities, and promotes the City as a tourist destination.
- Policy 1.5.9: Promo Pensan as significant and of the Port of Port St Joe, the Port of Panama City and Post as significant as s
- Policy 1.5.10: Support the efforts of River of South Apalachicola-Choctawhatchee to promote regional tourism within a Northwest Sural Areas Critical Economic Concern (RACEC) counties.
- Policies 5.11: Presente or excharge Ports like as a location for annual fishing, sports, or other to ments or festival and will sailts in weeken to weeklong visitation for participating families.
- **Policy 1989**: Support development of passive and active use facilities at Highland View beaches.
- **OBJECTIVE 1.6:** brate the his by and culture of the region through educational and cultural venues to attract a new demograph of visitor increase local jobs for local residents.
  - Policy 1.6.1: Renova create a sustainable rental/maintenance program for the Centennial Building.
  - **Policy 1.6.2:** Develop the BayPark area to house learning and experiential programs such as but not limited to museums focused on traditional navigation, city/constitutional history, history of the local fishing/pilot-boat industries, and bay ecology.
  - Policy 1.6.3: Provide incentives for preservation of historical resources.

#### **RESOLUTION 2018-07**

A RESOLUTION BY THE CITY OF PORT ST. JOE FLORIDA, TO CONTINUE TO SUPPORT RENOVATION OF THE TENTH STREET PARK WITH TOURIST DEVELOPMENT COUNCIL FUNDING ALONG WITH STATE AND LOCAL FUNDING OPPORTUNITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe is a Florida Municipality chartered on July 1, 1913; and

WHEREAS, the City of Port St. Joe feels the need for children to have a safe place to play, exercise, and have fun; and

WHEREAS, the Tenth Street Park strengthens the cultural, aesthetic, and environmental aspects of the Cities Port City Trail System; and

WHEREAS, this project is consistent with the Gulf County Tourist Development Council's mission to support and promote tourism through the use of the fifth penny Bed Tax proceeds; and

WHEREAS, the City will continue to pursue funding through the Florida Recreational Development Assistance Program for elements to enhance the Port City Trail System and promote tourism; and

WHEREAS, the City of will also continue to pursue funding thru the North West Florida Water Management and the Florida Department of Environmental Protection for Stormwater Improvements along the Trail System; and

NOW, THEREFORE BE IT RESOLVED BY THE City of Port St. Joe, THAT: they support the construction of the Port St. Joe Tenth Street Park Revitalization Plan Option \_\_\_\_\_. See attached Ex. (A) & Ex. (B).

Charlotte M. Pierce	_	
	James "Bo" Patterson, Mayor	
Attest:		
PASSED AND DULY ADOPTED BY July, 2018.	The City of Port St. Joe on this	_ Day of
See attached Ex. (A) & Ex. (B).		

City Clerk

#### **Concession Agreement**

This Concession Agreement, hereinafter referred to as the "Agreement" is made and entered
into this day of, 2018, between the CITY OF PORT ST. JOE,
FLORIDA, a municipal corporation organized under the laws of the State of Florida,
hereinafter referred to as the "City," and the FLORIDA COASTAL CONSERVANCY, INC., a
Florida Not for Profit Corporation, D/B/A, THE FORGOTTEN COAST SEA TURTLE
CENTER, hereinafter called the "Concessionaire."

#### Witnesseth:

Whereas, the City, took fee title to certain structures from the United States of America, hereinafter referred to as the "USA," as surplus property, known as the Cape San Blas Lighthouse District which contained no land and consisted of four (4) structures, and deeded to the City on July 30, 2013. Said Quitclaim Deed (hereinafter "Deed") is attached and hereinafter referred to as **Exhibit A**; and

Whereas, Condition No. 4 of said Deed provides that the City shall not sell, lease, assign or otherwise dispose of the premises, except to another eligible government agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or his/her delegated representative, NPS; and

Whereas, the City and Concessionaire desire to provide the public with environmental and cultural education opportunities through The Forgotten Coast Sea Turtle Center pursuant to the Program of Utilization (attached hereto as Exhibit B) on that portion of the Cape San Blas Lighthouse District known as the Eglin House for the use and benefit of the general public; and

Whereas, the City is satisfied that the provision of additional services and facilities at the Eglin House is in the City's best interest.

**NOW, THEREFORE**, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide cultural and environmental education services hereinafter to be mentioned in that portion of the Cape San Blas Lighthouse District known as the Eglin House.

- Location: The City does hereby assign to the Concessionaire the use of the Eglin House which is one of the structures as described in Exhibit A (hereinafter "Assigned Premises").
- 2. <u>Use of Assigned Premises</u>: (a) Concessionaire shall use, occupy and maintain the Assigned Premises in a business like, careful, clean and non-hazardous

manner for the sole purpose of operating the Forgotten Coast Sea Turtle Center, which will involve educational displays and activities; (b) Such use shall be considered Concessionaire's concession operation (hereinafter "Concession Operation"); (c) Concessionaire shall conduct the Concession Operation in strict compliance with, and subject to all of the restrictions, covenants, terms and provisions imposed by the Secretary on the Assigned Premises as set forth in Exhibit A; (d) Written approval by the City and written concurrence by the Secretary shall be required for any other proposed use(s) in conjunction with or in addition to those specified in this agreement.

Concessionaire acknowledges that the structure that is the subject of this agreement is listed on the National Register of Historic Places. Thus, it agrees that any alterations or improvements to the structure must be approved in writing by the City in consultation with the State of Florida's Historic Preservation Officer.

The general public cannot use the structure when it is not open, as is currently the case.

3.	. <u>Personal Property</u> : N/A.							
4.	Term:	This	Agreement shall be effective fromwhich shall constitute a term of eighteen (18) months.	to				
5.	Renew	ral: No	one.					

- Concession Payments: Concessionaire will not pay any fee to the City.
   Consideration for this Agreement shall be Concessionaire agreeing to maintain and make certain approved improvements to the property which are deemed necessary for the maintenance and upkeep of the structure.
- 7. <u>Concessionaire's Records and Documents:</u> With respect to all matters covered by this Agreement concessionaire's records and documents shall be subject at all times to inspection review or audit by the City. Concessionaire will supply City any documentation that may be needed by the City to file required compliance reports to the Secretary.
- 8. <u>Licenses and Permits</u>: All necessary licenses and permits to operate concession on the Assigned Premises must be obtained from the appropriate offices before operation may begin. All licenses are subject to Code of Enforcement for safety, health and fire inspections.
- Operating Expenses and Utilities: Concessionaire will have all utilities, with the
  exception of water and sewer, furnished to the premises put in
  Concessionaire's name and will be responsible for paying for said utilities for

the term of the Agreement, including, without limitation, electricity, gas, television and telephone services including internet.

10. <u>Non-discrimination</u>: City and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 13672, which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

- 11. <u>Historic Properties</u>: The subject property is deemed to be historic property as stated in Exhibit A. City and Concessionaire will adequately ensure the preservation of the historic property per the covenants stated therein. Any proposed changes to a historic structure requires consultation with the State Historic Preservation Officer (SHPO), the City, and be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- 12. Alterations and Improvements: Concessionaire must obtain prior written consent from City before painting, installing fixtures, making alterations, additions or improvements, and if granted permission, same shall become City's property and shall remain on the premises at the termination of this Agreement. The City can delegate authority for granting such Authority to the City Manager or other delegated persons the City deems necessary. Such

written consent will not be unreasonably withheld or delayed. All improvement must be completed to the sole satisfaction of the City and at the sole cost of Concessionaire.

If structural changes are required, the Concessionaire shall arrange for and supervise all necessary construction work and be responsible for all costs associated with providing the changes. All construction work must comply with the Historic Properties section of this agreement and the desires of the City.

Concessionaire shall as part of the consideration for the City entering into this Agreement make certain improvements to the interior of the premises, which include, but are not limited to:

- a. Cleaning interior of the building;
- b. Making all floors in the building safe and presentable;
- c. Removing the cast iron sprinkler system and repairing any holes resulting therefrom;
- d. Painting where needed;
- e. Making restrooms usable and presentable;
- f. Replacing any current broken window panes;
- g. Replacing smoke detectors;

Any and all improvements, including, but not limited to those set forth above and herein, shall be first approved by the City after the Concessionaire has submitted, in writing, its plans for any and all planned improvements for the Property subject hereto.

- 13. Any improvements made to the premises which are attached to the premises so that they cannot be removed without injury to the premises shall become part of the premises upon the expiration of the Agreement term. Concessionaire acknowledges that the Property, including the Assigned Premises, is subject to the possibility of reversion back to the United States without compensation being paid to the Concessionaire should there be a material breach of noncompliance by the City or the Concessionaire for not adhering to the Deed covenants, restrictions and agreements set forth in Exhibit A.
- 14. Maintenance and Repair: Concessionaire shall maintain the premises in a clean and sanitary condition and not disturb surrounding property owners or neighbors or the peaceful and quiet enjoyment of the premises or surrounding premises. Concessionaire shall be responsible for the regular maintenance of the systems in the premises including replacing light bulbs, air conditioner filters, and other items which need regular replacement or care. The City shall be responsible for all major repairs to any system on the premises including the roof which is defined as any repairs which cost more than \$500.00. The City shall have sole discretion to make any such major repairs and should the City elect not to make such repairs, the Concessionaire shall be required to

vacate the property should such become inhabitable. Should the City's decide not to make any Major repair claimed necessary by the Concessionaire and the property remains habitable, the Concessionaire shall have the option to continue to use the property until the expiration of the Term.

- 15. Inspection of Concession Areas: Concessionaire shall allow the City Manager representing the City, or his designee and/or the Secretary's designated representative, herein the NPS, at any and all reasonable times to inspect the Assigned Premises, including improvements thereon.
- 16. <u>Indemnity</u>: As further consideration for the License granted herein, Concessionaire agrees:

to assume all risks involved and to be fully responsible for the safety of Concessionaire, its Contractors and Invitees while conducting Activities on the Property and to release, save and discharge City, and its affiliated entities, their successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Concessionaire, its Contractors and Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Concessionaire and any Contractors and Invitees as a result of the License granted herein; and/or arising from or in connection with the Activities;

to indemnify and hold harmless City and its affiliated entities, its successors or assigns, from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons, whomsoever, including Concessionaire, Invitees, employees, agents or representatives of the parties hereto, or third persons, or for any loss or damage to property arising from or in connection with the use or occupancy of the Property, including, without limitation, the Activities;

City shall not be liable for any injury or damage done or occasioned by the actions and operations of Concessionaire under this License, and Concessionaire binds and obligates itself to pay and satisfy any and all claims arising on account of its operations, whether caused by injuries to or death of its employees or any other persons, or for damages to or destruction of any type of property subject to this Agreement.

Concessionaire shall defend (if required by City), indemnify and hold harmless City, and its employees, designated agents, any other representative of the City from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholding, failure to obtain workers' compensation insurance or otherwise and whether brought now or in the future), including legal fees and expenses, of whatever kind or nature arising out of or on account of, or resulting from claims, related to (i) any act, error, or

omission of, or use of the Property by, Concessionaire, any Contractors, Invitees, or any other person on the Property because of Concessionaire, whether invited or uninvited, (ii) the performance of any obligations pursuant to this Agreement by Concessionaire or any Contractor or Invitees, (iii) any failure of Concessionaire to perform its obligations hereunder or comply with the terms and conditions hereof or (iv) any breach of Concessionaire's representations set forth in this Agreement.

17. <u>Insurance</u>: Concessionaire Shall be responsible for obtaining and complying with the following insurance requirements;

Liability: Concessionaire shall, at its own expense, provide such public liability insurance that will protect Concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products prepared, and/or sold, which may arise in the operation of the activities conducted under this Agreement or anyone directly or indirectly employed by Concessionaire. All policies shall name the City as a named insured. The public liability insurance shall provide limits of not less than \$1,000,000.00.

Workers' Compensation: If the operation of the Concessionaire's business conducted on the premises requires the Concessionaire to provide worker's compensation insurance under the laws of the State of Florida, the Concessionaire shall provide said insurance to all employees required at all times during the term of this Agreement.

Personal Property: It shall be the Concessionaire's option to obtain fire and casualty insurance on any of its personal property located on the premises.

Concessionaire agrees to name the City as an additional insured on its policy based on the terms set forth herein and provide evidence to the City that insurance is current and any subsequent renewal information.

- 18. <u>Assignment and Subletting</u>: Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the City or possible reversion by the United States.
- 19. <u>Amendment to Concession Agreement</u>: This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition thereto shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.

- 20. <u>Laws and Regulations</u>: Concessionaire is aware of and agrees that it will use the Assigned Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or State of Florida and/or any ordinance, rule or regulation of the City now or hereafter made, relating to the use of the Assigned Premises.
- 21. <u>Surrender and Waste</u>: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Assigned Premises to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted.
  - Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Assigned Premises, and that upon termination of this Agreement for any reason, Concessionaire shall remove any of its personal property within Seven (7) days of such termination.
- 22. <u>Liens</u>: Concessionaire shall keep the Assigned Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
- 23. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.
- 24. <u>Termination</u>: This Agreement shall terminate automatically upon the occurrence of any one or more of the following events:
  - a. Concessionaire materially violates any provision of the Agreement.
  - b. The expiration of the term of this Agreement or any renewal thereof.
- 25. No Conveyance: Nothing in this Agreement conveys, or shall be construed as conveying, any estate or interest in the Assigned Premises, or in any of the Property described in Exhibit A or paragraph one (1) in this Agreement, from the City to the Concessionaire, nor does this Agreement surrender absolute

control over and possession of the Assigned Premises to the Concessionaire. The City, by this Agreement, conveys, and the Concessionaire, by this Agreement, receives only such authority as is set forth in this Agreement, and that may be necessary and appropriate to use the Assigned Premises in a manner that is consistent with the Concession Operation specified herein.

- 26. Jurisdiction, Venue, and Governing Law: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Agreement will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 27. Acknowledgement: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the United States of America to the City, dated July 30, 2013, and recorded in the Public Records of Gulf County, Florida at Book 542, Page 263 (attached hereto as Exhibit A), and the current Program of Utilization (attached hereto as Exhibit B) which governs the use of the Assigned Premises. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. In the event of a reversion as described in this paragraph, Concessionaire-owned personal and real property improvements associated with the Assigned Premises may be subject to seizure, without compensation, by the United States.
- 28. <u>Notice</u>: Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

City: City Manager, representing the

City of Port St. Joe Jim Anderson

305 Cecil G. Costin Sr., Blvd.

P.O. Box 278

Port St. Joe, FL 32457

Concessionaire: Florida Coastal Conservancy, Inc.

D/B/A The Forgotten Coast Sea Turtle Center

Jessica Swindall 260 Marina Dr., Ste. C-1 Port St. Joe, FL 32456

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows

IN WITNESS WHEREOF, the City has authorized its Mayor representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed as of the date first noted above.

BY:
James "Bo" Patterson Mayor
FLORIDA COASTAL CONSERVANCY, INC. D/B/A THE FORGOTTEN COAST SEA TURTLE CENTER Concessionaire
BY:
Jessica Swindall Director

CITY OF PORT ST. JOE

## STATE OF FLORIDA COUNTY OF GULF On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally appeared James "Bo" Patterson, representing the City of Port St. Joe, known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand. Notary Public My Commission Expires:\_\_\_\_\_ STATE OF FLORIDA **COUNTY OF GULF** On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally appeared Jessica Swindall, representing the Florida Coastal Conservancy, Inc., D/B/A The Forgotten Coast Sea Turtle Center, known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand. Notary Public My Commission Expires:



Dewberry Engineers Inc. 324 Marina Drive Port Saint Joe, FL 32456 850.227.7200 850.227.7215 fax www.dewberry.com

July 10, 2018

Mr. Jim Anderson, City Manager City of Port St. Joe 305 Cecil G. Costin Sr. Blvd. Port St. Joe, FL 32456

RE:

Martin Luther King Boulevard – Proposed Change of Density and Building Height Impact on Water and Sewer Utilities
Professional Services Proposal

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) understands the City is evaluating the possibility of revising the density and building height requirements in the vicinity of MLK Boulevard from 15 to 25 units per acre and 35 to 60 feet, respectively. Given an area of approximately 18 acres with commercial downstairs and residential above, this could be as much as 450 residential units at build-out. You have requested DEI provide this proposal for evaluating the impact this proposed change may have on your existing water and sewer utilities in the area.

The following list defines the services that will be provided in order to complete this project:

· Confirm with City staff the scope and area of the proposed change.

- Calculate commercial and residential water and sewer demands for build-out of the proposed changes.
- Estimate the capacity of the existing water distribution and sewer systems in the area.

Provide the City with the evaluation results in written format.

TOTAL PROPOSED FEE: \$2,000.00

Our services do not include surveying, mapping, utility locating, hydraulic computer modeling, or testing.

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.571.1210.

Sincerely,	Accepted By:
Philip Jones, P.E., BCEE Associate Vice President	Date:

C:\Users\pajones\Documents\Temp\Proposals\07\_10\_18 Anderson.docx

## Notice of Public Hearing

## City of Port St. Joe, Florida Second Public Hearing Notice

The City of Port St. Joe plans to apply to the Florida Department of Economic Opportunity (DEO) for a FFY 2017 Small Cities Community Development Block Grant (CDBG) of \$650,000 in the Neighborhood Revitalization category. The activities, dollar amounts and estimated percentage benefit to low-and moderate-income persons are as follows:

Activity Name	CDBG Funding	LMI Benefit		
Administration	\$52,000	N/A		
Sanitary Sewers	\$350,000	89%		
Street Paving	\$248,000	89%		

The City will install approximately 700 LF of replacement sewer lines to serve homes on Avenue C between Martin Luther King Boulevard and Battles Street and 570 LF of trunk line replacement on Battles Street from Avenue C to Avenue A. Following sewer installation, the affected portions of Avenue C and Battles will be paved. If bidding allows additional work, the City would also construct 700 LF of replacement sewers on Avenue D between Martin Luther King Boulevard and Battles Street and 290 LF of trunk line replacement on Battles Street from Avenue D to Avenue C with repaving of those street sections. Additionally or in lieu of the additional sewer, excess funds might be applied to Section 504 ADA access deficiencies on City owned properties.

The City of Port St. Joe does not expect that anyone will be displaced due to these CDBG-funded activities. If any persons are displaced because of the planned activities, the City of Port St. Joe will assist them as described in the City's anti-displacement and relocation policy, which is available for review at City Hall.

A public hearing to provide citizens an opportunity to comment on the application will be held at the City Commission Chambers located at 2775 Garrison Avenue, Port St Joe, FL as a part of the regular City Commission meeting scheduled to begin at 6:00pm on Tuesday, July 17<sup>th</sup>, 2018. A draft copy of the application will also be available for review during normal business hours in the Clerk's Office at City Hall by noon on July 10, 2018. Persons wanting to submit written comments on the application should send them to Charlotte Pierce, City Clerk, by e-mail at cpierce@psj.fl.gov or by mail to 305 Cecil G Costin Blvd, Port St. Joe, Florida 32456 no later than July 16th, 2018.

A copy of the final application will be available for review in the Clerk's Office at City Hall no later than August 6<sup>th</sup>, 2018. The application will be submitted to DEO on or before 5pm on August 13<sup>th</sup>, 2018. To obtain additional information concerning the application and the public hearing, contact Charlotte Pierce at the City Hall, or by phone at (850) 229-8261.

The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to advise the City at least five days before the hearing by contacting Charlotte Pierce at the City Hall, or by phone at (850) 229-8261. If you are hearing or speech impaired, please contact the City using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice). Any non-English speaking person wishing to attend the public hearing should contact Charlotte Pierce at the City Hall, or by phone at (850) 229-8261 at least five calendar days prior to the meeting.

#### PORT ST. JOE IS A FAIR HOUSING

#### EQUAL OPPORTUNITY, HANDICAP ACCESSIBLE COMMUNITY

Please Run 1x on July 12 as a two-column display ad. The city will require a certified proof of publication as soon as possible after the ad is run. Thank you.

239

#### RESOLUTION 2018-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA, AUTHORIZING THE MAYOR TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF PORT ST. JOE'S COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION, PROVIDING SIGNATURE AUTHORITY, AND EFFECTIVE DATE.

- WHEREAS, the City of Port St. has determined that many of the City's aging sewer mains are in dire need of replacement, and;
- WHEREAS, the age of these mains and their condition create a significant inflow and infiltration problem for the City's wastewater collection and treatment systems, and;
- WHEREAS, these mains have a history of root clogging and debris blockages which cause backups and create a life and safety hazard for the City's residents, and;
- WHEREAS, the service areas set aside for use of CDBG funds is a component part of a strategy to replace aging terra cotta or asbestos cement mains citywide and is targeted to encompass a majority of very low to moderate income households, and;
- WHEREAS, well over fifty-one percent of the households and beneficiaries in the proposed service areas are found by door-to-door survey to be very low to moderate income:
- And WHEREAS, after careful deliberation, the City Commission by unanimous voice vote agreed to supplement any grant funding with a leverage funding amount of up to \$25,000.00 (Twenty-Five Thousand Dollars):

## NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF PORT ST. JOE THAT:

- Section 1. The Florida Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income persons indicated in the proposed 2017-18 CDBG Application. Completion of the project described in the application will further the community's commitment to provide for its citizen's health, safety and welfare and a majority of the beneficiaries will be very low to moderate income citizens.
- <u>Section 2</u>. The City Commission hereby directs the Mayor to sign all necessary certifications of the Community Development Block Grant application.
- <u>Section 3</u>. The City Commission hereby directs the Mayor to execute and submit the attached application to the Florida Department of Community Affairs for state approval.
- <u>Section 4</u>. The Mayor is directed to sign and submit additional information in a timely manner as may be required by the Florida Department of Community Affairs. In the absence of the Mayor, the City Clerk, is authorized to complete any necessary Subgrant Agreement documents.
- <u>Section 5</u>. The proposed CDBG application is consistent with the City of Port St. Joe's Comprehensive Plan's adopted Capital Improvements Plan.
- Section 6. The City of Port St. Joe's Comprehensive Plan has been adopted as the City's Community Development Plan.
- Section 7. This Resolution shall take effect immediately upon its adoption.

By majority vote of the City Commission of the Cit	y of Port St. Joe, Florida this 17 <sup>th</sup> day of July, 2018.
BY:	ATTEST:



#### FAIR HOUSING RESOLUTION

RESOLUTION NO. 2018-09

AN RESOLUTION OF THE CITY OF PORT ST JOE, FLORIDA, TO BE ENTITLED FAIR HOUSING RESOLUTION; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY THE CITY AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF PORT ST. JOE, FLORIDA, that:

#### SECTION 1. TITLE.

This Policy is created by hereby created by Resolution and shall be known as and may be cited as the "Fair Housing Policy" of Port St. Joe, Florida (the City).

#### SECTION 2. DECLARATION OF POLICY.

It is the policy of the City in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice in this jurisdiction without regard to race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

#### SECTION 3. DEFINITIONS.

The terms as used herein shall be defined as follows:

- (a) Administrator: That person appointed by the City Commission pursuant to Section 6 hereof.
- (b) Age: Unless the context clearly indicates otherwise, the work age as used herein shall refer exclusively to persons who are 18 years of age or older.
- (c) Discriminatory Housing Practice: An act that is unlawful under Section 4 hereof.
- (d) Family: One or more persons living together as a single housekeeping unit in a dwelling.
- (e) Housing or Housing Accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.
- (f) Lending Institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.
- (g) Owner: Any person, including, but not limited to a lessee, sublease, assignee, manager, or agent, and also including

- the City and its departments or other subunits, having the right of ownership or possession or the authority to sell or lease any housing accommodation.
- (h) Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, unincorporated organizations, or public corporations, including, but not limited to the City or any department or subunit thereof.
- (i) Real Estate Agent: Any real estate broker, any real estate salesperson, or any other person, employee, agent, or otherwise, engaged in the management or operation of any real property,
- (j) Real Estate Broker or Salesperson: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.
- (k) Real Estate Transaction: Includes the sale, purchase, exchange, rental or leases of real property, and any contract pertaining thereto.
- (l) Rent: Includes leases, sublease, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.
- (m) Respondent: Any person against whom a complaint is filed pursuant to this Resolution.
- (n) Sale: Includes any contract to sell, exchange, or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

#### SECTION 4. UNLAWFUL HOUSING PRACTICES.

- (1) UNLAWFUL HOUSING PRACTICES: Sale or rental and advertising in connection therewith.
  - Except as provided in Section 5 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this Resolution, because of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age:
- (a) To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
- (b) To discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
- (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
- (d) To refuse to negotiate for a real estate transaction with a person.
- (e) To represent to a person that housing is not available for inspection, sale, rental or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
- (f) To steer any person away from or to any housing.
- (g) To make, print, publish, circulate, post or mail, or cause to be made, printed, published or circulated, any notice, statement, advertisement or sign, or to use a form of application or photograph for a real estate transaction or, except in connection with a written affirmative action plan, to make a record or oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
- (h) To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.
- (i) To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this Resolution.

- To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, or (j) the sale or rental of any housing in any area in the City for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
- (k) To retaliate or discriminate in any manner against any person because of his or her opposing a practice declared unlawful by this Resolution, or because he or she has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or conference under this Resolution.
- To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this (l) Resolution, or to obstruct or prevent any person from complying with the provisions of this Resolution, or any conciliation agreement entered into there under.
- (m) By canvassing to compel any unlawful practices prohibited by the provisions of this Resolution.
- (n) Otherwise to deny to, or withhold, any housing accommodations from a person.
- To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, (o) telephone, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood or any other area, to the race, color, religion, neighbors, tenants or other prospective buyers of any housing.
- To place a sign or display any other devise either purporting to offer for sale, lease, assignment, transfer or other (p) disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.

#### (2) UNLAWFUL HOUSING PRACTICES: Financing

It shall be unlawful and a discriminatory housing practice for any lending institution, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other assistance, or of the present or prospective owners, lessees, tenants or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in Section 5 of this Resolution.

#### UNLAWFUL HOUSING PRACTICES: Brokerage Services

It shall be unlawful and a discriminatory housing practice to deny any person access to or membership or participation in any multiple listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of race, color, ancestry, national origin, religion, sex, marital status, familial status or age.

#### SECTION 5. EXEMPTIONS AND EXCEPTIONS.

- Nothing contained in Section 4 hereof shall prohibit a religious organization, association, or society, or any nonprofit (1) charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting or from advertising the sale, rental or occupancy of housing which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this Resolution prohibit a private club not in fact open to the public. which as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (2)Nothing in Section 4 hereof, other than subsection (g) of subsection (1) thereof, shall apply to:

- (a) Any single-family house sold or rented by an owner: provided, that such private individual owner does not own more than three such single family houses at any one time; provided, further, that in the case of the sale of any such single family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; provided, further, that it does not own any interest in, nor is there owned or reserved on such owner's behalf, under any express or voluntary agreement, title to or any rights to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; provided, further, that the owner sells or rents such housing (1) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent, salesperson, or person and (2) without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title; or
- (b) Rooms or units in housing containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as such owner's residence, provided that the owner sells or rents such rooms or units (1) without the use in any manner of the sales or rental services of any real estate broker, agent or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent salesperson, or person and (2) without the publication, posting or mailing, after notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title.
- (3) For the purpose of this subsection a person shall be deemed to be in the business of selling or renting housing if:
- (a) He or she has, within the preceding twelve months, participated as principal, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in three or more transactions involving the sale or rental of any housing or any interest therein; or
- (b) He or she has, within the preceding twelve months, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any housing or any interest therein; or
- (c) He or she is the owner of any housing designed or intended for occupancy by, or occupied by, five or more families.
- (4) Nothing in Section 4 hereof shall be construed to:
- (a) Bar any person from restricting sales, rentals, leases or occupancy, or from giving preference, to persons of a given age for bona fide housing intended solely for the elderly or bona fide housing intended solely for minors.
- (b) Make it an unlawful act to require that a person have legal capacity to enter into a contract or lease.
- (c) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for, and occupied exclusively by, individuals of one sex, to any individual of the opposite sex.
- (d) Bar any person from selling, renting or advertising any housing which is planned exclusively for, and occupied exclusively by, unmarried individuals to unmarried individuals only.
- (e) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for married couples without children or from segregating families with children to special units of housing.
- (f) Bar any person from refusing a loan or other financial assistance to any person whose life expectancy, according to generally accepted mortality tables, is less than the term for which the loan is requested.

#### SECTION 6. ADMINISTRATOR AUTHORITY AND RESPONSIBILITIES.

(1) Authority to Appoint. The authority and responsibility for administering this Resolution shall be vested in the City Administrator who shall appoint an Fair Housing Administrator.

- (2) General Powers and Duties. The Administrator shall:
- (a) Receive written complaints as hereinafter provided in Section 7 relative to alleged unlawful acts under this Resolution when a complaint seeks the administrator's good offices to conciliate.
- (b) Upon receiving written complaint, make such investigations as the administrator deems appropriate to ascertain facts and issues.
- (c) Utilize methods of persuasion, conciliation, and meditation or information adjustment of grievances.
- (d) Establish, administer or review programs at the request of the City Commission or City Administrator and make reports on such programs to the City Commission.
- (e) Bring to the attention of the City Administrator items that may require further notice or action to resolve.
- (f) Render to the City Commission annual written reports of his or her activities under the provisions of this Resolution along with such comments and recommendations as he or she may choose to make.
- (g) Cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations and institutions which are formulating or carrying on programs to prevent or eliminate the unlawful discriminatory practices covered by the provisions of this Resolution.
- (3) Determination of Probable Cause. If after fully processing the complaint in the manner hereafter provided, the administrator determines that there is probable cause to believe that there has been a violation of the provisions of this Resolution, the administrator shall refer the matter, along with the facts he or she has gathered in the investigations, to the proper county, state or federal authorities for appropriate legal action.
- (4) Promulgation of Forms and Regulations. The administrator shall promulgate, publish and distribute the necessary forms, rules and regulations to implement the provisions of this Resolution.

#### SECTION 7. COMPLAINTS.

- (1) A person who claims that another person has committed a discriminatory housing practice against him or her may report that offense to the administrator by filing an informal complaint within forty-five (45) days after the date of the alleged discriminatory housing practice and not later.
- (2) The administrator shall treat a complaint referred by the Secretary of Housing and Urban Development or the Attorney General of the United States under the Fair Housing Act of 1968, Public Law 90-284, as an informal complaint filed under subsection (1).
- (3) An informal complaint must be in writing, verified or affirmed, on a form to be supplied by the administrator and shall contain the following:
- (a) Identity and address of the respondent.
- (b) Date of offense and date of filing the informal complaint.
- (c) General statement of facts of the offense including the basis of the discrimination (race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age).
- (d) Name and signature of the complainant.
- (4) Each complaint shall be held in confidence by the administrator unless and until the complainant and the respondent(s) consent in writing that it shall be made public.
- (5) Within fifteen (15) days after the filing of the informal complaint, the administrator shall transmit a copy of the same to each respondent named therein by certified mail, return receipt requested. Thereupon, the respondent(s) may file a written, verified informal answer to the informal complaint within twenty (20) days of the date of the receipt of the informal complaint.
- (6) An informal complaint or answer may be amended at any time, and the administrator shall furnish a copy of each amended informal complaint or answer to the respondent(s) complaint, respectively, as promptly as practicable.
- (7) The administrator shall assist complainants or respondents when necessary in the preparation and filing of informal complaints or answers or any amendments thereto.



- (8) The administrator shall advise complainants of their rights and options provided in Section 760.34, Florida Statutes. SECTION 8. PROCESSING COMPLAINTS.
- (1) Within thirty (30) days after the filing of an informal complaint, the administrator shall make such investigation as is deemed appropriate to ascertain facts and issues. If the administrator shall deem that there are reasonable grounds to believe that a violation has occurred and can be resolved by conciliation, the administrator shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties such representatives as the parties may choose to assist them. Conciliation conferences shall be informal, and nothing said or done in the course of the informal conference with the individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the respondent(s). The administrator or employee of the administrator who shall make public any information in violation of this provision shall be deemed guilty of a violation of a city Resolution and shall be subject to penalty as set forth in Section 12 of this Resolution.
- (2) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing in the form approved by the administrator and must be signed and verified by the complainant and respondent(s) and approved by the administrator. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that the law has been violated.
- (3) If the administrator deems that there is not probable cause to believe that the alleged discriminatory housing practice has been committed, the administrator shall take no further action with respect to the alleged offense.
- (4) If the administrator, with respect to any matter involves a contravention of this Resolution by failure to conciliate a complaint after the parties, in good faith, have attempted such conciliation; or determining that the violation alleged in the complaint cannot be resolved by conciliation, the administrator shall notify both the complainant and the respondent(s) within thirty (30) days of the failure or the determination, and then shall proceed as provided in Paragraph (3) of Section 6 herein above.

#### SECTION 9. ADDITIONAL REMEDIES.

The procedure prescribed by this Resolution does not constitute an administrative prerequisite to another action or remedy available under other law. Further, nothing in this Resolution shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this Resolution shall be in addition to those provided by such other laws.

#### SECTION 10. EDUCATION AND PUBLIC INFORMATION.

The administrator may conduct educational and public informational activities that are designed to promote the policy of this Resolution.

#### SECTION 11. UNTRUTHFUL COMPLAINTS OR TESTIMONY.

It shall be a violation of this Resolution for any person knowingly and willfully to make false or untrue statements, accusations or allegations in a complaint filed hereunder or to give false testimony concerning violations of this Resolution.

#### SECTION 12. PENALTY.

Penalty shall be pursuant to applicable Municipal, County, State, Federal, and administrative law.

#### SECTION 13. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Commission of Port St. Joe, Florida hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more



sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional, and all Resolutions and parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

#### SECTION 14. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage, approval and publication as provided by law.

Passed upon first reading at a meeting of the governing body of the Port St. Joe, Florida on the 17th day of July 2018.

PASSED AND ADOPTED upon second and final reading at a meeting of the governing body of Port St. Joe, Florida, on the 7th day of August 2018.

James 'Bo' Patterson, Mayor	
ATTEST:	
Charlotte Pierce, City Clerk	



Reset Form

Print Form

DR-420 R. 5/12 Rule 12D-16.002 Florida Administrative Code Effective 11/12

## **CERTIFICATION OF TAXABLE VALUE**

Year	: 2018						
	cipal Authority : OF PORT ST JOE	Taxing Authority: CITY OF PORT ST JOE					
SEC	SECTION I: COMPLETED BY PROPERTY APPRAISER						
1.	Current year taxable value of real property for operating pur	poses	\$		290,141,460	(1)	
2.	Current year taxable value of personal property for operating	g purposes	\$		17,660,554	(2)	
3.	Current year taxable value of centrally assessed property for	operating purposes	\$		341,888	(3)	
4.	Current year gross taxable value for operating purposes (Lin	e 1 plus Line 2 plus Line 3)	\$		308,143,902	(4)	
5.	Current year net new taxable value (Add new construction, improvements increasing assessed value by at least 100%, a personal property value over 115% of the previous year's value	nnexations, and tangible	\$ 5,717,160			(5)	
6.	Current year adjusted taxable value (Line 4 minus Line 5)		\$		302,426,742	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable	ole Form DR-403 series	\$		284,431,826	(7)	
8.	Does the taxing authority include tax increment financing ar of worksheets (DR-420TIF) attached. If none, enter 0	eas? If yes, enter number	✓ YES	□ NO	Number 2	(8)	
9.	Does the taxing authority levy a voted debt service millage of years or less under s. 9(b), Article VII, State Constitution? If ye DR-420DEBT, Certification of Voted Debt Millage forms attached	YES	✓ NO	Number 0	(9)		
	Property Appraiser Certification I certify the	taxable values above are	correct to the best of my knowledge.				
SIGN HERE	Signature of Property Appraiser:	Date :					
HERE	Electronically Certified by Property Appraiser		6/28/2018 4:12 PM				
SECT	TION II: COMPLETED BY TAXING AUTHORITY						
	If this portion of the form is not completed in FULL your possibly lose its millage levy privilege for the ta				ion and		
10.	Prior year operating millage levy (If prior year millage was adjumillage from Form DR-422)	ısted then use adjusted	3.59	914	per \$1,000	(10)	
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, a	ivided by 1,000)	\$		1,021,508	(11)	
	Amount, if any, paid or applied in prior year as a consequence of an dedicated increment value (Sum of either Lines 6c or Line 7a for all Di	\$		82,960	(12)		
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line	\$		938,548	(13)		
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e fo	r all DR-420TIF forms)	\$		1,007,613	(14)	
15.	Adjusted current year taxable value (Line 6 minus Line 14)		\$	3	301,419,129	(15)	
16.	6. Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)			38	per \$1000	(16)	
17.	Current year proposed operating millage rate		3.59	914	per \$1000	(17)	
124	Total taxes to be levied at proposed millage rate (Line 17 mu by 1,000)	\$		1,106,668	(18)		

19.	TYPE of principal authority (check		one)	_	County  Municipality			Independent Special District  Water Management District			(19)	
20.	Applicable taxing authority (check		k one)	<ul><li>✓ Principal Authority</li><li>MSTU</li></ul>			Dependent Special District  Water Management District Bas			(20)		
21.	ls	s millage levied	in more than one co	ounty? (ch	eck one)		Yes	<b>✓</b>	No			(21)
		DEPENDENT	SPECIAL DISTRIC	TS AND	MSTUs	STOP		S	TOP HERE	- SIGN	AND SUBN	NIT
22.		endent special dist	l prior year ad valorem p ricts, and MSTUs levying					20	\$		938,548	(22)
23.	Cur	rent year aggrega	ate rolled-back rate (Li	ne 22 divid	ed by Line 1	5, multip	lied by 1,0	000)	3.11	38	per \$1,000	(23)
24.	Cur	rent year aggrega	te rolled-back taxes (i	Line 4 multi	iplied by Lin	e 23, divi	ided by 1,0	000)	\$		959,498	(24)
25.	taxi		ating ad valorem taxe lependent districts, an						\$		1,106,668	(25)
26.		rent year propose ,000)	ed aggregate millage r	ate (Line 2:	5 divided by	Line 4, n	nultiplied		3.59	114	per \$1,000	(26)
		rent year propose 23, <b>minus 1</b> , mu	ed rate as a percent ch ultiplied by 100)	ange of rol	lled-back ra	ite (Line .	26 dividea	lby			15.34 %	(27)
k	First public Date: budget hearing		Time:		Place :							
S	Taxing Authority Certification  S Signature of Chief Administrative Office			The mill either s.	I certify the millages and rates are correct to The millages comply with the provisions of either s. 200.071 or s. 200.081, F.S.				0.065 and			
G N		Tial a				Cont	act Name	and	Contact Titl			
Title:  Contact Name and Contact Title: Charlotte Pierce, CITY CLERK  H						e:						
E		Mailing Address PO BOX 278	:			Physical Address : PO BOX 278						
E	City, State, Zip: PORT ST JOE, FL 32456					Phone Number : Fax Number : 8502298261 8502277522						



Reset Form

**Print Form** 

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

#### **TAX INCREMENT ADJUSTMENT WORKSHEET**

Yea	ar:	2018		County:	C	JULF			
		al Authority: F PORT ST JOE		Taxing Authority: CITY OF PORT ST JOE					
10		unity Redevelopment Area :		Base Yea	r:				
PSJ	J RD	A		1990					
SEC	TIO	N I : COMPLETED BY PROPERTY APPRAIS	SER			w			
1.	Cur	rent year taxable value in the tax increment	area			\$	38,251,610	(1)	
2.	Bas	e year taxable value in the tax increment are	a			\$	12,169,465	(2)	
3.	Cur	rent year tax increment value (Line 1 minus L	Line 2)			\$	26,082,145	(3)	
4.	Pric	or year Final taxable value in the tax increme	nt area			\$	36,485,001	(4)	
5.	Pric	or year tax increment value (Line 4 minus Line	2)			\$	24,315,536	(5)	
		<b>Property Appraiser Certification</b>	I certify	the taxab	le values ab	ove are correct to	o the best of my knowled	dge.	
	IGN ERE	Signature of Property Appraiser:				Date :			
		Electronically Certified by Property Appr	aiser			6/28/2018 4:12	2 PM		
SEC	TIO	N II: COMPLETED BY TAXING AUTHORITY	Complete	ITHER lin	e 6 or line	7 as applicable.	Do NOT complete both		
6. If	the	amount to be paid to the redevelopment tru	ıst fund IS BA	SED on a s	pecific pro	portion of the tax	increment value:		
		er the proportion on which the payment is b					95.00 %	(6a)	
6b.	Dec	licated increment value (Line 3 multiplied by If value is zero or less than zero, then enter	the percentag r <b>zero on Line</b>	ge on Line 6 <b>: 6b</b>	5a)	\$ 24,778,038			
6c.	Am	ount of payment to redevelopment trust fun	id in prior yea	ar		\$ 82,960			
7. lf t	the	amount to be paid to the redevelopment tru	ıst fund IS NC	T BASED o	on a specific	proportion of th	e tax increment value:		
7a.	Am	ount of payment to redevelopment trust fun	d in prior yea	ar		\$	0	(7a)	
7b.	Prio	r year operating millage levy from Form DR-	420, Line 10			0.000	per \$1,000	(7b)	
		es levied on prior year tax increment value e 5 multiplied by Line 7b, divided by 1,000)		\$			0	(7c)	
/u.	(Line	r year payment as proportion of taxes levied e 7a divided by Line 7c, multiplied by 100)		0.			0.00 %	(7d)	
7e.	Ded	icated increment value (Line 3 multiplied by If value is zero or less than zero, then enter	the percentag r <b>zero on Line</b>	je on Line i ! <b>7e</b>	7d)	\$	0	(7e)	
		Taxing Authority Certification	certify the cal	culations,	millages an	d rates are correct	to the best of my knowle	dge.	
S		Signature of Chief Administrative Officer :				Date :			
G Title: N Jim Anderson, CITY MGR					Contact Name and Contact Title : Charlotte Pierce, CITY CLERK				
H E R		Mailing Address : PO BOX 278			Physical Address : PO BOX 278				
E		City, State, Zip:			Phone Nu	mber :	Fax Number :		
PORT ST JOE, FL 32456					85022982	502298261 8502277522			

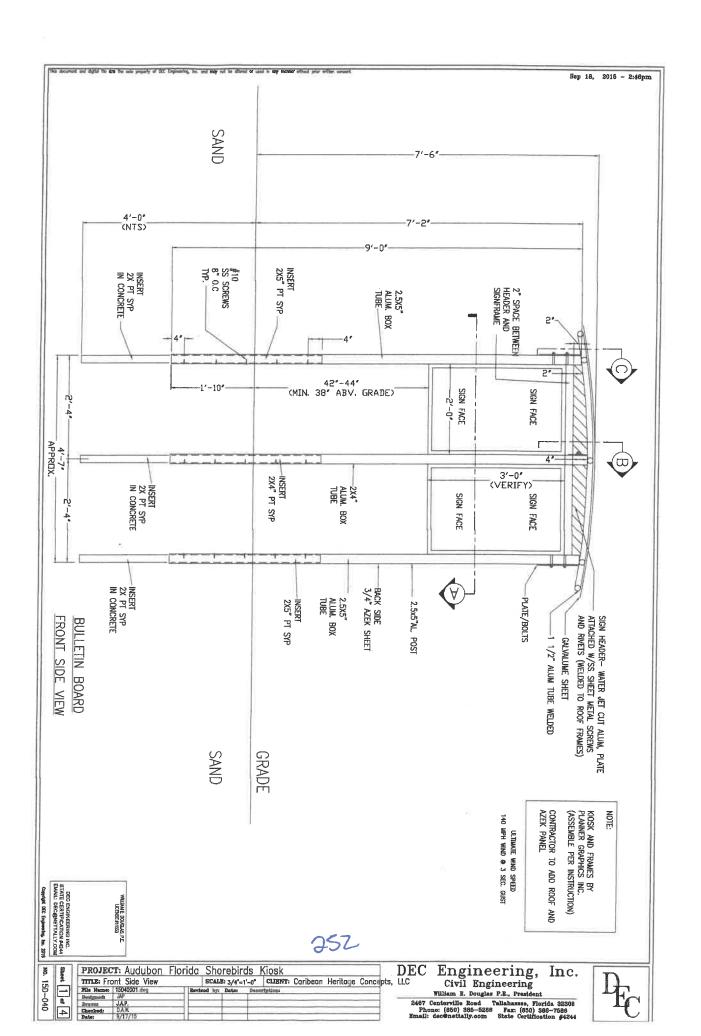
Reset Form

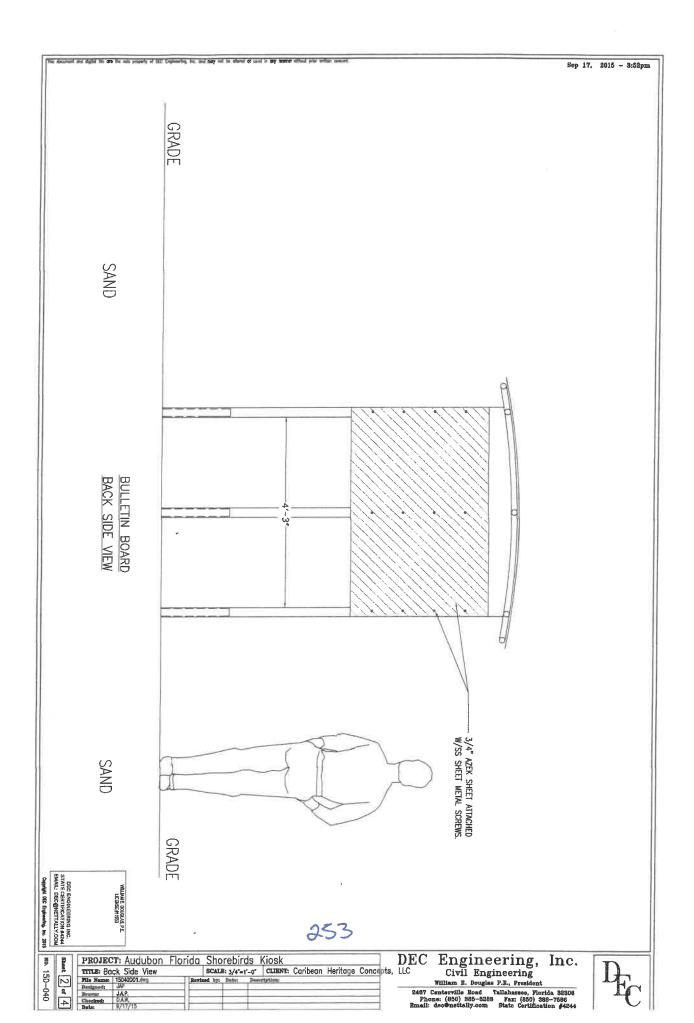
Print Form

DR-420TIF R. 6/10 Rule 12D-16.002 Florida Administrative Code Effective 11/12

#### **TAX INCREMENT ADJUSTMENT WORKSHEET**

Ye	ar:	2018	County	: GULF							
		al Authority: FPORT ST JOE		Taxing Authority: CITY OF PORT ST JOE							
Community Redevelopment Area : PSJ RDA EXPANSION				Base Year: 2010							
SECTION I: COMPLETED BY PROPERTY APPRAISER											
1.	Cur	rent year taxable value in the tax increment area			\$	27,245,780	(1)				
2.	Bas	e year taxable value in the tax increment area			\$	26,185,135	(2)				
3.	Cur	rent year tax increment value (Line 1 minus Line 2)			\$	1,060,645	(3)				
4.	Pric	or year Final taxable value in the tax increment area			\$	23,012,982	(4)				
5.	5. Prior year tax increment value (Line 4 minus Line 2)			\$ -3,172,153 (5)							
c	IGN	Property Appraiser Certification	certify the taxa	the taxable values above are correct to the best of my knowledge.			dge.				
_	ERE	Cignotius of Droposty American			Date :						
		Electronically Certified by Property Appraiser		6/28/2018 4:12 PM							
SEC	TIO	N IIS COMPLETED BY TAXING AUTHORITY Comp	olete EITHER I	ne 6 or line	7 as applicable.	Do NOT complete both	<b>.</b>				
6. lf	the	amount to be paid to the redevelopment trust fund	d IS BASED on a	specific pro	portion of the tax	increment value:					
		er the proportion on which the payment is based.				95.00 %	(6a)				
6b.	6b. Dedicated increment value (Line 3 multiplied by the percentage)  If value is zero or less than zero, then enter zero on Line			6a)	\$	1,007,613	(6b)				
6с.	Am	ount of payment to redevelopment trust fund in pri	ior year		\$	0	(6c)				
7. lf	the	amount to be paid to the redevelopment trust fund	I IS NOT BASED	on a specifi	c proportion of th	e tax increment value:					
7a.	Am	ount of payment to redevelopment trust fund in pri	ior year		\$	0	(7a)				
7b.	Prio	r year operating millage levy from Form DR-420, Li	ne 10		0.000	0 per \$1,000	(7b)				
		es levied on prior year tax increment value e 5 multiplied by Line 7b, divided by 1,000)		\$		0	(7c)				
/u.	(Line 7a divided by Line 7c, multiplied by 100)						(7d)				
7e.	Ded	icated increment value (Line 3 multiplied by the perd If value is zero or less than zero, then enter zero o	\$	0	(7e)						
			the calculations	, miliages an		to the best of my knowled	dge.				
S I		Signature of Chief Administrative Officer :			Date:						
N	1	Title: Jim Anderson, CITY MGR		Contact Name and Contact Title : Charlotte Pierce, CITY CLERK							
H		Mailing Address : PO BOX 278		Physical Address : PO BOX 278							
E		City, State, Zip:		Phone Number : Fax Number :		Fax Number :					
		PORT ST JOE, FL 32456		85022982	8502298261 8502277522						







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# **Non-Breeding Birds**



## Nesting

Some birds nest directly on the beaches, laying their eggs right on the sand. The eggs and chicks are often so well camouflaged that you can accidently step on them while walking on the beach.



## **Disturbance**

Birds along the Gulf Coast use various habitats to live and nest. When adult birds are frightened and leave their nests, eggs and baby birds can die in the hot Florida sun in a matter of minutes. Humans, boats and pets can easily scare these coastal birds





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## You Can Help Florida's Rare Coastal Birds

## Who Needs A Tree?

Rare shorebirds and seabirds lay their eggs directly on the sand, trusting camouflage to protect them. We're lucky in the Panhandle to be one of the most important places in Florida for these special birds. With a little help from us, they can survive and we can enjoy our time on the water too.

### **Respect Posted Nesting Signs**

Sensitive nesting areas are posted with signs and rope.
Baby birds and eggs may be in these areas, even if you don't see any.
Please do not disturb or enter these areas.





You may know your furry friend is harmless, but birds are easily frightened away from their nests by curious pets. Eggs and baby birds left behind can die in the hol Florida sun in a matter of minutes.

## Give the Birds A Little Space

If you see birds on the beach, please give them some room. If you get too close, frightened birds may leave their nests and expose baby birds and eggs to predators.





#### Please Don't Feed the Birds

Feeding birds like gulls, crows and herons attracts these unwelcome predators to beaches where they also eat rare baby birds and eggs.



## You Can Help!

Visit FLBeachBirds.com to learn more.



## LANDOWNER AUTHORIZATION AGREEMENT For Florida Boater Education Kiosk Project

This agreement is hereby made between, (the "LANDOWNER"), as owner of the real property in the City/Town/County of, having a mailing address of, at the request of National Audubon Society,						
Inc., d/b/a Audubon Florida ("AUDUBON"), having an address of 225 Varick St., New York, NY 10014.						
LANDOWNER and AUDUBON agree to the following terms and conditions:						
<ol> <li>The purpose of this agreement is to provide AUDUBON with assurance that the installation of an educational sign has been approved by the LANDOWNER; and</li> </ol>						
<ol> <li>AUDUBON shall furnish all labor, materials, services and equipment ("work") for completion of the educational sign; and</li> </ol>						
<ol> <li>LANDOWNER has approved the specific location and orientation of the sign on their property and has informed Audubon of same; and</li> </ol>						
. The LANDOWNER hereby acknowledges that it has authorized AUDUBON, personnel, contractors or agents access as necessary to the location specified in 3. above to complete the installation of the kiosk; and						
5. Once installation is complete, the kiosk and all associated items become property of the LANDOWNER.						
IN WITNESS WHEREOF, the LANDOWNER and AUDUBON have caused this agreement to be executed by authorize representatives as of the latest date shown below.	ed					
LANDOWNER –						
Date:						
Name:						
NATIONAL AUDUBON SOCIETY, INC.						
Date						

By: Vice President/Executive Director



Mayor

Van W. Johnson, Sr.

June 28, 2018

Commissioners
Brenda Ash
John M. Bartley, Sr.
James L. Elliott
Anita Grove

Mayor and City Commissioners c/o Mr. Jim Anderson, City Manager City Hall 305 Cecil G. Costin Sr. Blvd. Port St. Joe, FL 32456

City Administrator Lee H. Mathes, MMC Dear Mayor and Commissioners:

City Clerk Deborah Guillotte, CMC

City Attorney
J. Patrick Floyd

As you may know, Officials from the City of Port St. Joe met in March of 1999 with former Apalachicola Mayor Bobby Howell to discuss providing utility services to the City of Apalachicola. Specifically, St. Joe proposed the extension of a sewer force main from Apalachicola to the Port St. Joe Wastewater Treatment facility which, at the time, was substantially under capacity (see attached March 30, 1999 memo). However, in the spring of 1999, owing to a number of circumstances, the City of Apalachicola determined that it was not in its best interest to explore a joint utility relationship at that time.

Today, some nineteen years later, the prospects of a utility relationship with Port St. Joe have a significantly greater appeal. This current appeal is based largely on three factors which are:

- 1. The existing and projected costs of the operation and maintenance of both Apalachicola's water and wastewater systems;
- 2. The potential for saving public funds through the sharing of capital facilities; and
- 3. The prospect of extensive grant funding for a cooperative utility program from: Triumph Gulf Coast, RESTORE, BP State Funding Allocation Pot 2, the National Fish and Wildlife Foundation, and the Florida Legislature.

Commissioners, although I do not have a specific proposal at this time, our City is willing to explore a range of institutional relationships with your City from customer, to joint utility programs, to a regional utility authority. Moreover, I would hope to include water supply and wastewater disposal/reuse, as well as wastewater treatment in any future discussions between our two cites.

This past week, Dr. Bill McCartney, a longtime consultant for Apalachicola, met with Mr. Jim Anderson and his utility staff. At the meeting Mr. Anderson advised that I, on behalf of the City of Apalachicola, make a written request to your Commission. The request is to determine any interest by your Commission to discuss concepts, capacities, and funding for a joint utility program. As such, I am pleased to request that the Port. St. Joe City Commission authorize your staff to enter discussions with the Apalachicola representatives to evaluate the nature and extent of any cost-effective water and wastewater cooperative opportunities.

Commissioners, thank you for your consideration of this proposed concept. I intend to be available to meet with your representatives to explore a joint utility approach as soon as your Commission expresses an interest.

Sincerely,

Van W. Johnson, St., Mayor

The Historic City of Apalachicola

Attachment: 1999 City memo from Port St. Joe meeting

cc: Apalachicola City Commission

Mayor's Advisory Team

Ms. Lee Mathes, City Administrator

Mr. Pat Floyd Mr. Patrick Bell **Budget Guidance Time Line** 

2018-2019 Fiscal Year June 6, 2018

Department Heads to develop first draft budgets by June 30, 2018,

Budget review with Department heads and City Staff completed by July 16, 2018,

Draft Budget to City Commissioners by July 17, 2018,

1<sup>st</sup> Public Workshop, August 7, 2018

2<sup>nd</sup> Public Workshop, August 14, 2018

3<sup>rd</sup> Public Workshop, August 21, 2018

4th Public Workshop, August 28, 2018

1st Public Hearing September 4, 2018 (Budget) Tentative Date

Public Advertising September 13, 2018 Tentative Date

Final Public Hearing September 25, 2018 (Budget) Tentative Date

Process Complete Budget Final October 1, 2018

## Code Enforcement 2018 Activity As of 7/12/2018

	Open	Closed	Total	Increase
Unlawful Accumulation	50	143	193	24
Substandard Structure	9	5	14	
Abandoned Vechicle	11	12	23	
Unlawful Sewer				
Land regulation Violation	11	10	21	5
Business Lic. Violation		20	20	
Special Master Hearings				
Building Demolition	5		5	
Waste Violation	8	188	196	15
Sign Violation	5	25	30	
Total	99 Total	403 To	otal 502 Total	44