

**August 20, 2019
Regular Meeting
12:00 Noon
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

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

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

BOARD OF CITY COMMISSION

Regular Public Meeting
12:00 Noon
2775 Garrison Avenue
Tuesday August 20, 2019

Call to Order

Consent Agenda

Minutes

- Regular Meeting 8/6/19 Pages 1-4
- Workshop Meeting 8/8/19 Pages 5-6

Bldg. Department

- Update Page 7

PSJRA- Update

City Attorney

- Ord. 560 Marina Small Scale Amendment Pages 8-33
 - First Reading
- Ord. 561 Marina PUD Pages 34-41
 - First Reading

Old Business

- NERDA Grant Application Pages 42-91

New Business

- Paces Foundation Phase II Traffic Study- Comm. Ashbrook Pages 92-123
- Tire Center Development Order Request Pages 124-137
- Housing Resources Fair- North Port St. Joe P.A.C. Page 138

Public Works

- Update

Surface Water Plant

- RFP 2019-8,9, & 10 Chemicals (Handout)

Waste Water Plant

- Disc Filtration Filters

Finance Director

- Budget Update

City Engineer

- Trail Lighting/Upgrades Grant- Update
- Road Bond Money

Code Enforcement

- Update

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Police Department

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, August 6, 2019, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of July 16, 2019. All in favor; Motion carried 5-0.

Building Department Update – Kelly Simpson updated the Commission on the number of permits that have been issued by the Building Department since the last meeting: Demolition Permits 0; Residential Reroof 10; Commercial Reroof 1, Residential Remodel 6; Commercial Remodel 0; Temporary Power Poles 1; Electric Service Repair 3; Accessory Structures 1; New Single Family Structures 1; Temporary Structure Permits 1, and Increased Cost of Compliance Letters 2.

PSJRA Update –

Board Membership – PSJRA Chairman David Ashbrook shared that two members were rolling off their board and asked for direction in replacing them. Consensus was that anyone that wanted to serve on the PSJRA Board is to contact City Clerk Charlotte Pierce and submit their name to be considered. Commissioner Langston stated that he felt they needed to be either a business owner or resident of the expanded area.

Commissioner Ashbrook shared that at the TDC meeting this morning, it was announced that \$25,000 had been approved for a Splash Pad

City Attorney –

Ordinance 553 MLK Corridor Rezoning Request – Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to have the Second Reading of Ordinance 553. All in favor; Motion carried 5-0.

Attorney Albritton read Ordinance 553 by Title only.

Public Comment was received from the following individuals sharing their concerns for and against the rezoning request:

Roland Givens, Amy Rogers, Tommy Curtis, Nathan Peters, Jr., Marvin Davis, Chester Davis, Vernard Dickson, Cora Curtis, Charles Gathers, Christy McElroy, Sarra Williams, and Linda Hill. City Planner, Ray Greer, stated that all requirements had been met by the NPSJ PAC.

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to adopt Ordinance 553. All in favor; Motion carried 5-0.

12:55 P.M. Mayor Buzzett recessed the meeting for a 5 minute break.

1:00 P.M. Mayor Buzzett reconvened the meeting.

Ordinance 559 R2A Allowable Uses – Second Reading and Consideration of Adoption:

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have the Second Reading of Ordinance 559. All in favor; Motion carried 5-0.

Prior to reading Ordinance 559 by Title Only, Attorney Albritton read a letter of opposition from Ray and Minnie Likely. (Exhibit 1)

Attorney Albritton read Ordinance 559 by Title Only.

A Motion was made by Commissioner Langston, second by Commissioner Ashbrook, to adopt Ordinance 559. The motion passed 3 – 2 with Commissioners Hoffman and Lowry voting no.

De-Annexation Request - A telephone call was received from Attorney Tom Gibson requesting that this item be pulled from the Agenda.

Marina Cove PUD Amendment Request –

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to have the First Reading of Ordinance 562 to allow residential use in Marina Cove. This will allow residential units on the first and second floors of a building. All in favor; Motion carried 5-0.

Community Garden / St. Joe Agreement –

Jill Bebee, representing the Port St. Joe Garden Club shared they had been working on the insurance for this project. Attorney Albritton offered his assistance to help resolve the issues with the Garden Club, and the St. Joe Company.

CITY MANAGER'S REPORT – Jim Anderson

Mayor Buzzett moved the item, FEMA Community Recovery Assistance, to this part of the Agenda.

Cassie Studstill and FEMA Community Recovery Assistance Program representative John Russell discussed the R/UDAT Grant Application and the possibility of assistance from the Community Recovery Assistance Program.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to request the assistance of the FEMA Community Recovery Assistance Program. All in favor; Motion carried 5-0.

Christy McElroy asked that the public be allowed to review the application.

After discussion, a Motion was made by Commissioner Hoffman, second by Commissioner Langston, to hold a Workshop on Thursday, August 8, 2019, at Noon to review the application. All in favor; Motion carried 5-0.

Old Business

RFP 2019-07 Frank Pate Park Gazebo and Picnic Pavilion – No bids were received for this project.

RFP 2019-06 Buck Griffin Lake Timber Bridge Repair – No bids were received for this project. Consensus of the Commission was to rebid the project.

Police Department Building – Mayor Buzzett:

Commissioners Ashbrook and Hoffman stated they would rather have another officer on the force than repair the building. The position for another officer has been included in the coming budget.

Bo Patterson questioned the need to rush the repairs for the project.

New Business

Workforce Housing Need – Commissioner Ashbrook:

Commissioner Langston stressed the need for affordable homes rather than apartments.

Commissioner Ashbrook would like to see parcels identified for affordable homes.

2021 SCOP Grant Award –

FL DOT has approved First Street from Highway 98 to Highway 71 for milling and resurfacing in FY 2021.

CDR McGuire Task Order –

After discussion of cost for services provided, this was Tabled for further review by Staff.

Computer Upgrades –

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to proceed with computer upgrades as well as the SaaS upgrades in Munis in the amount of \$41,986 for year one of the three year commitment. All in favor; Motion carried 5-0.

Request for Speed Bumps on 7th Street – Tom Buttram:

Mr. Buttram discussed the issues of speeders, heavy trucks, and damage to Seventh Street between Monument and Long Avenues. Residents had signed a petition asking for relief from these problems.

Cora Curtis requested that if Seventh Street received Speed Bumps that Avenue A would like to have some also.

Bo Paterson asked why Speed Bumps were being considered as there had previously been issues with them.

After hearing the different concerns, staff will review the issue to see what can be done to resolve the problem.

FEMA Community Recovery Assistance – Moved to earlier in the Agenda.

Letter to Property Owners – Mayor Buzzett:

Mayor Buzzett asked for input from the Commissioners concerning the letter. No one had any suggestions and it will be added to the back of the water bill for September.

Public Works – John Grantland did not have anything to update the Commissioners on.

Surface Water Plant – Larry McClamma did not have any updates for the Commission.

Wastewater Plant – Kevin Pettis did not have anything new to share with the Commissioners.

Finance Director – Mike Lacour continues to work on the financials, insurance, and property issues. The revenue is holding steady, and he anticipates having the Financial Summary by the end of the week. Mr. Lacour will provide a summary of funds received by property for the Commission.

Budget Update –

City Engineer – Clay Smallwood, III

Trail Lighting / Upgrades Grant Update – There has been no change on this project.

Road Bond Money – There is approximately \$88,000 remaining in this fund and Mr. Smallwood asked for suggestions on where to use the funds.

Code Enforcement no action was required.

Police Department – Sgt. Russell Burch attended the meeting in the absence of Chief Herring. There were no updates from the Police Department.

City Clerk - Charlotte Pierce

Christmas Parade - December 14, 2019, was approved as the date of the Christmas Parade for this year.

Citizens to be Heard –

Robert Branch reiterated his concerns about not putting pipe in the drainage ditch and the need for it to be cleaned out.

Chester Davis, NPSJ PAC stated they would try to get more knowledge out in to the community on the rezoning project, noted their committee was trying to bring funds into the community, and there would be a meeting every three months at the Washington Gym for updates on the project.

Christy McElroy questioned the county paying for pipe in City tidal driven canals. She referenced a rumor that the Field of Dreams has been spoken for but reminded the Commissioners that it has been deeded to the City. Ms. McElroy also shared that the NERDA Grant, FL DEP, and Northwest Florida Water Management District are about cleaning up the bay, improving water quality and not building ball parks.

Martin Davis questioned when a workshop would be held on fair housing. Mayor Buzzett stated that is a county project and they would set the date and time. He also wanted to know if the City could help with getting teachers of color in the local classrooms. Mayor Buzzett suggested that he talk with Superintendent Jim Norton about this.

Charles Morris referenced the tidal condition, and lack of rain with Hurricane Michael and suggested that, in his opinion, the canal from 10th to 16th Streets needs to be dredged.

Charles Gathers suggested that there be Policies and Procedures for speaking. He also questioned if signatures were verified when presenting a petition.

Discussion Items by Commissioners

Commissioner Hoffman asked if Attorney Albritton had been able to determine if the County owes the City for a payment made by the St. Joe Company in the amount of \$200,000 concerning Windmark. Mr. Albritton stated he was working on it and would be talking with former City Attorney, Tom Gibson.

Commissioner Lowry again asked about additional air conditioning for the building and Mr. Anderson stated two new units had been ordered today.

Commissioner Ashbrook shared that HB 3790, Presidential Recovery Rezone Act, had passed the House and would provide a tax credit for the purchase of a new home.

Commissioner Langston noted the need for repairs to the windows in the Washington Gym so the building could be used for post hurricane shelter.

Mayor Buzzett did not have any additional items for the Commission and adjourned the meeting at 3:00 P.M.

Approved this _____ day of _____ 2019.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE R/UDAT (REGIONAL / URBAN DESIGN ASSISTANCE TEAM)
GRANT APPLICATION WORKSHOP FOR THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA HELD AT 2775
GARRISON AVENUE, August 8, 2019, 12 Noon**

The following were present: Mayor Buzzett, Commissioners Hoffman and Langston. City Manager Jim Anderson, and City Clerk Charlotte Pierce were also present. Commissioner Ashbrook arrived at 12:18 P.M., Commissioner Lowry and attorney Albritton were absent.

The purpose of the Workshop was to review the R/UDAT (Regional / Urban Design Assistance Team) Grant Application from the American Institute of Architects (AIA).

Agenda

R/UDAT Grant Application

Cassie Studstill, who has written the grant application, answered questions from the Commissioners about the application.

Commissioner Hoffman's concerns were if the Letters of Support were valid since they endorse the Long Range Planning Committee and not the City; if it included the County; questioned if the County Long Range Planning Committee was 100% behind the application; and wanted something in writing that there would be no cost to the City now or later.

John Russell, of FEMA Community Recovery Assistance, stated that FEMA strongly supports the planning process, and noted the AIA is a trade organization that normally does their work pro bono in disaster areas.

Commissioner Langston feels the grant would be good for the community; wants something in writing that there will be no expense to the City, questioned how existing organizations would be helping, and wanted to know how incoming groups would be disbursed.

Commissioner Ashbrook joined the Workshop at 12:18 P.M.

Commissioner Ashbrook stated he saw no glaring issues, it is a good document, feels there is no commitment to anything, but is concerned if there would be any cost to the City.

Mayor Buzzett asked who decided that the City needs the suggested plan as a number of the items listed are already being done by the City. He noted that the City is in a recovery mode, Staff is short at this time, we are trying to hire a police officer, and that assistance to the incoming group will be challenging. Mayor Buzzett stated that he does not support the document in the current form, feels the educational section is not acceptable and wants it removed from the application.

Mrs. Studstill responded that the grant is focused on the city, and she has written the application. She hopes to have representatives from each group that she has listed in the application to work on the project, and create a website to engage people. She stated that she was to meet with Superintendent Jim Norton but something has come up and he was not able to meet with her.

Christy McElroy took exception to numerous statements in the application, questioned why some of those involved in the law suit against the City concerning the 10th Street Ball Park had not been contacted; she feels the document is not appropriate, and it does not include any of the 15 articles that have been made public about the lawsuit. Ms. McElroy requested that the record reflect that Ms. Studstill was not being truthful.

Robert Branch questioned the supporting documents for the application and feels the facts need to be stated.

Mildred Hamilton expressed her concerns about the application and questioned if the individuals coming in would be stepping on toes of the residents. She stated this City is amazing and she loves it. Ms. Hamilton noted that seniors do not use computers, depending on their age, many cannot read very well, wanted to know if seniors would receive help, and what the cost to the City would be.

Commissioner Hoffman noted that people do not like to be told about things that are not always positive. You have to solve problems before changing the overall issue. He suggested stepping back, looking at the situation, and seeking guidance.

Cindy Branch questioned a letter from former Mayor, Bo Patterson, on page 53 of the application.

John Russell, of FEMA Community Recovery Assistance, shared that his observations is there is too much information and suggested paring down the information. FEMA supports good planning and he is willing to continue to facilitate work on the application. He feels the City needs to own the document and this is a good opportunity for the City.

Mayor Buzzett expressed his desire to see the application paired down to an easily readable document, appreciates everyone's interest in the City, and pointing out places to improve. He wants the education section taken out of the application.

Commissioner Ashbrook stated that he had talked with an individual that assured him the fiber grant would not be killed by not having something from the R/UDAT Grant immediately.

Mayor Buzzett adjourned the Workshop at 5:55 P.M.

Approved this ____ day of _____ 2018.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

August 20, 2019

Demolition Permits: 0

Residential Reroof: 6

Commercial Reroof: 1

Residential Remodel: 2

Commercial Remodel: 0

Temporary Power Poles: 0

Electric Service Repair: 1

Accessory Structures: 1

New Single Family Structures: 1

Temporary Structure Permits: 0

Increased Cost of Compliance Letters: 1

ORDINANCE NO. 560

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENTS PURSUIT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3187, SPECIFICALLY CHANGING PARCEL ID NO. 04594-015R, 04596-100R, 04596-000R and 04596-060R, FROM INDUSTRIAL TO MIXED USE, AND PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; 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 small scale developments; and

WHEREAS, on August 6, 2019, the Planning and Development Review Board sitting as the local planning agency for the City, recommended approval of the small scale amendment to the comprehensive plan of the City; and

WHEREAS, the City Commission desires to adopt the amendment 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.

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 Future Land Use Map and Zoning Map are hereby amended as set forth on Exhibit "A" and are hereby changed from Industrial to Mixed Use. The application and all documentation submitted by the Applicant in support of it are hereby incorporated by reference.

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 amendment 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. FUTURE LAND USE MAP

Upon this Ordinance becoming effective, the City of Port St. Joe Future Land Use Map shall be

amended to show the Property as having a land use of Mixed Use.

SECTION 5. REPEAL

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

SECTION 6. 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 7. EFFECTIVE DATE

This ordinance shall become effective upon adoption as provided by law.

This Ordinance was adopted in open regular meeting after its second reading this _____ day of _____, 2019.

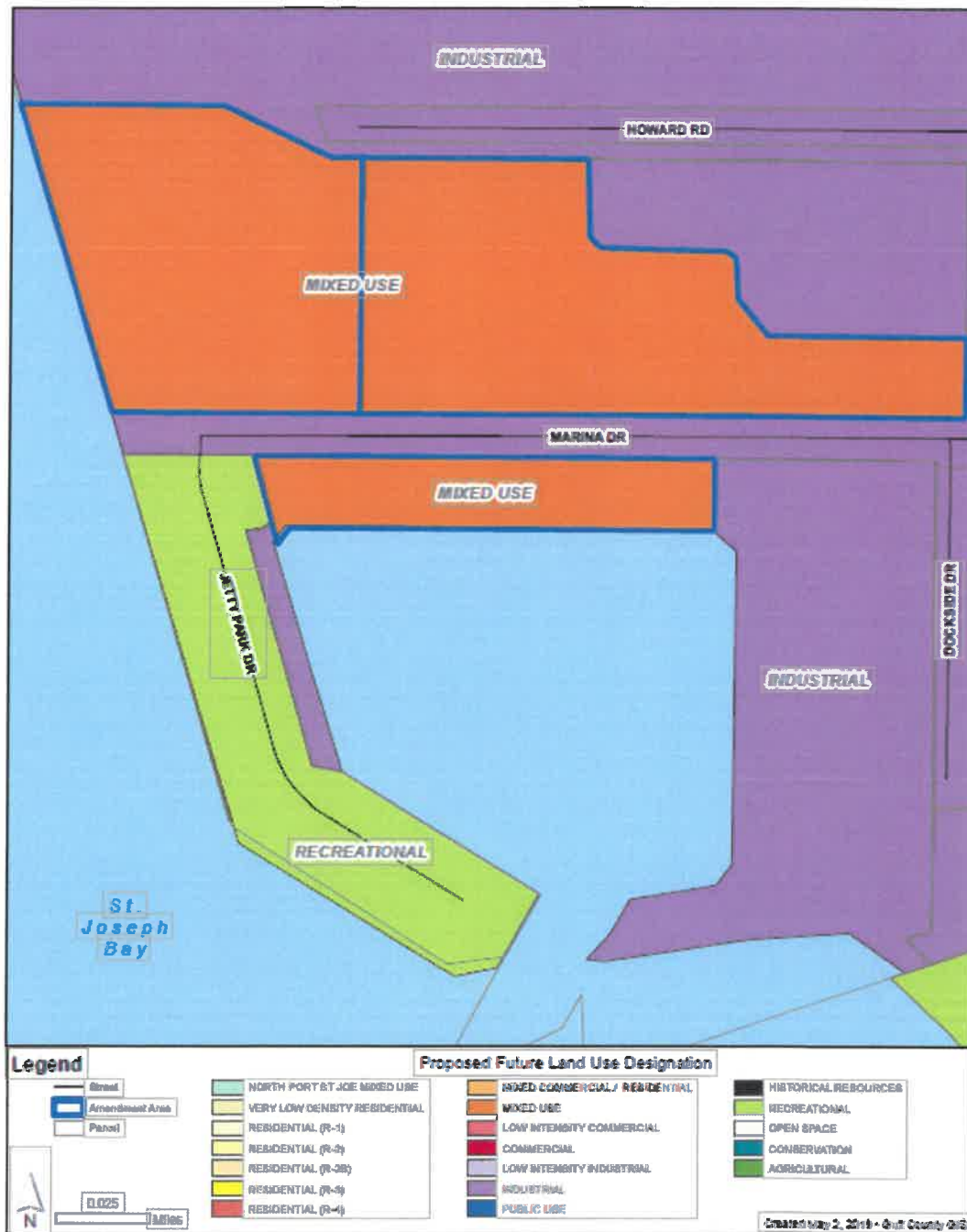
THE CITY COMMISSION OF THE CITY
OF PORT ST. JOE, FLORIDA

By: _____
Rex Buzzett, Mayor-Commissioner

Attest: _____
Charlotte M. Pierce
City Clerk

EXHIBIT "A"

Future Land Use Map:



City of Port St. Joe
Comprehensive Plan Future Land Use Map
Small Scale Amendment for the
Port St. Joe Marina

Port St. Joe Marina, LLC
133 South WaterSound Parkway
WaterSound, Florida 32461

May 2019

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Appendix A: Future Land Use Map Amendment Application

I. Proposed Changes

The proposed small-scale amendment changes the land use designation on 10 acres from Industrial to Mixed Use. The site is located adjacent to an existing marina and City-owned Park and is currently developed with one office building. The site was previously part of a collection of Industrial parcels that was utilized for a former paper mill.

A. Development Analysis

The proposed land use amendment would provide for a mixed-use development and allow for both residential and non-residential land uses to occur within the same development. The increased density and intensity that the Mixed Use category provides will help to promote the desired development type and foster development flexibility within the area.

The following table depicts the change in development potential for the subject area. A reasonable development scenario is used, rather than the maximum development potential. A typical development scenario for the site is composed of 75 residential units and 48,100 square feet of commercial use. The site is currently developed with a 2,583 square-foot office. The existing building was damaged by Hurricane Michael and is currently vacant. This development occupies a small fraction of the site and represents only a portion of the development potential. A reasonable development scenario is proposed for the existing land use designation – 25% of the site area, or 110,000 square feet of industrial development.

Table 1. Port St. Joe Marina Land Use Amendment Change in Development Potential

Land Use Category	Residential			Non-Residential		
	Existing	Proposed	Change	Existing	Proposed	Change
Industrial	0	0	0	110,000 ft ²	0	-110,000 ft ²
Mixed Use	0	75	+75	0	48,100 ft ²	+48,100 ft ²
Change			+75			-61,900 ft ²

The proposed land use change would result in a potential increase of 75 dwelling units and a decrease of 61,900 square feet of non-residential use.

II. Public Facilities and Services

The public facilities analysis is based on the increase in density and intensity on the site. Both existing and proposed land uses were evaluated.

Based on the development scenario shown in the above section, the proposed land use change will result in a net increase of 75 additional residential dwelling units, and a decrease of 61,900 square feet of non-residential development.

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the City of Port St. Joe Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, transportation, and school facilities.

A. Potable Water

The City of Port St. Joe provides potable water service to the amendment site. The permitted capacity of the City's facility is 6,000,000 gallons per day (gpd). The City withdraws water from the Chipola River through a seventeen-mile freshwater canal and processes the water for drinking and distribution.

The City of Port St. Joe Comprehensive Plan adopted a Potable Water Level of Service (LOS) standard for residential potable water uses of 130 gallons per capita per day. The average household size for Gulf County based on the 2010 U.S. Census data is 2.34 persons per household. The proposed land use change will result in a residential potable water demand increase of 22,880 gpd. The adopted Potable Water LOS for commercial/light industrial is 2,000 gallons per acre per day, which equates to 2,000 gallons per day per 156,816 square feet of development (assuming 0.6 lot coverage and six stories of development). This results in a decrease in potable water demand for commercial of 789 gallons per day, resulting in an overall increase in demand of 22,091 gallons per day. As Table 2 shows, the facility will have adequate capacity to absorb the increase in potable water demand.

Table 2: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2018	6,000,000	900,000	22,091	923,091	15.4%

Source: City of Port St. Joe Utilities Department

B. Sanitary Sewer

Development proposed at the amendment site would send their wastewater to the City of Port St. Joe Wastewater Treatment Facility. The City's Wastewater Treatment Facility has a permitted treatment capacity of 3,100,000 gallons per day (gpd) utilizing a 98-acre restricted public access spray field. Flow rates obtained from the City of Port St. Joe Utility Department indicate that the facility is currently running at approximately 830,000 gpd.

The City of Port St. Joe has adopted a Level of Service (LOS) standard for wastewater of 150 gallons per capita per day for residential uses and 1,450 gallons per acre per day for commercial and light industrial uses, which equates to 1,450 gallons per day per 156,816 square feet of development (assuming 0.6 lot coverage and six stories of development). The average household size for Gulf County based on the 2010 U.S. Census data is 2.34 persons per household. The proposed land use change will result in a residential wastewater demand increase of 26,400 gpd and a non-residential decrease in demand of 572 gallons per day, resulting in a net increase in demand of 25,828 gpd. As Table 3 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 3: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2018	3,100,000	830,000	25,828	855,828	27.6%

Source: City of Port St. Joe Utilities Department

C. Transportation

Using the development scenario presented in the previous section, the proposed land use change would result in 75 multi-family dwelling units and 48,100 square feet of non-residential development. The 10th Edition ITE Trip Generation software was utilized to create a trip generation report for the development. This analysis shows trips generated for the development and does not consider the internal capture rate of a mixed-use development or the reduction in trip created by a walkable community.

Table 4: Daily Trip Generation Analysis

	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Total Trips		
							Total	Enter	Exit
Existing	General Light Industrial - 100	Per KSF	110,000	$T=3.79(x)+57.96$	50%	50%	475	238	237
Existing Total							475	238	237
Proposed	Multifamily Housing (Low Rise) - 220	Per KSF	75	$T = 7.56(x)-40.86$	50%	50%	567	284	283
	General Office - 710	Per KSF	24,100	$IN(T)=0.97IN(x)+2.50$	50%	50%	266	133	133
	Shopping Center - 820	Per KSF	24,000	$T=37.75(x)$	50%	50%	906	453	453
Proposed Total							1,739	870	869
Net Change in Trip Generation Potential							1,264	632	632

Source: ITE Trip Generation Software

D. Stormwater

City of Port St. Joe has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

The City's LOS standards for stormwater management are as follows:

Infrastructure Element Policy 1.1.5: The following level of service Stormwater Management standards shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

- 25-yr. frequency, 24-hr. duration storm event for those areas designated as residential, commercial, mixed commercial/residential, public, and industrial land use on the Future Land Use Map; and
- 3-yr. frequency, 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 F.A.C.

Development of the amendment site will comply with the groundwater quality and quantity protection requirements set forth in the City's Comprehensive Plan.

E. Solid Waste

The City of Port St. Joe requires all residential households to have garbage pickup. This service is provided by Waste Pro, Inc in partnership with the City of Port St Joe. Waste Pro, Inc., collects all household solid waste within the City and disposes the solid waste at the Bay County Waste to Energy Facility (Incinerator). The facility is a 500 Tons per Day Waste to Energy facility located in Bay County (just north of Panama City, Florida). The facility produces about 13 Megawatt per hour of electricity that is utilized throughout the state of Florida and has sufficient long-range capacity.

The City adopted a residential level of service standard for solid waste of 8 pounds per person per day. The proposed land use change will result in a solid waste demand increase of 1,392 pounds per day or 1.4 tons per day. There is more than adequate capacity at the Bay County facility.

D. Public Schools

The proposed amendment site is being planned for 75 multi-family units. Utilizing a multi-family school generation rate of 0.2706, the proposed 75 units would generate a total of 20 school age children. The amendment site is located within the South Concurrency Service and Attendance Area of the County.

The available capacity along with planned capacity improvements serves as the base for predicting future available capacity. Table 5, below, shows that there is adequate capacity to serve the proposed development through the Public-School Facility 5- year planning time frame.

Table 5: School District Available Capacity, 2017

School Type	Fish Capacity ¹	Actual Enrollment	New Student Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Port Saint Joe Elementary	760	540	220	10	+210
Port Saint Joe	997	509	488	10	+476

School Type	Fish Capacity ¹	Actual Enrollment	New Student Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Junior Senior High					
Total	1,757	1,049	708	20	688

1= FISH = Florida Inventory of School Houses

Source: Florida Inventory of School Houses, June 2017 data

III. Environmental Analysis

The entirety of the site is within a previously developed Industrial site. There are minimal previously undeveloped areas to house natural resources.

A. Wetlands

There appear to be no wetlands on the subject site. Please see the Wetlands and Flood Zones Map in Appendix A. Wetlands are protected by the following policies within the Conservation Element of the Comprehensive Plan:

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 [NFWMD], 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, NFWFMD, and ACOE. 4

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 3.15 of the Existing LDRs as of October 1, 2006).

IV. Urban Sprawl and Consistency Analyses

A. Urban Sprawl Analysis

Chapter 163.3177(6)(9)(a), Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed FLU change would constitute urban sprawl. An analysis of the thirteen points as applied to the City of Port St. Joe Comprehensive Plan amendment is provided below:

163.3177(6)(9)(a)(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment is located within the urbanized area of the City of Port St. Joe and will provide for higher density within an area with urban services.

The proposed amendment would encourage a more efficient compact development pattern by allowing higher density uses within this portion of the City. Therefore, the proposed amendment will not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

163.3177(6)(9)(a)(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. The proposed amendment is located within an urbanized area of the City of Port St. Joe on a previously developed site.

163.3177(6)(9)(a)(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development. The proposed development fills in a gap in existing uses.

163.3177(6)(9)(a)(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment is not located within a rural area and does not fail to adequately protect and conserve natural resources. The amendment site does not contain any wetlands or known endangered or protected species. The proposed amendment will require enhanced treatment of stormwater to remove pollutants before it becomes runoff into the surface water system.

163.3177(6)(9)(a)(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The amendment site is located within the incorporated and urbanized area of the City of Port St. Joe and does not consist of any significant agriculture or silvicultural areas. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture. Increasing the density on the site will provide for more residential housing opportunity within an urbanized area that can reduce the need within the unincorporated areas of the County.

163.3177(6)(9)(a)(VI): Fails to maximize use of existing public facilities and services.

The proposed amendment does not fail to maximize the use of existing public facilities and services. The amendment area is within the urbanized area of the City and has adequate capacities to serve the site over the next planning horizon. Furthermore, increasing the residential density on the site will allow the property to be develop in a more efficient and sustainable pattern.

163.3177(6)(9)(a)(VII): Fails to maximize use of future public facilities and services.

The proposed amendment provides higher density residential development that will connect to central water and sewer facilities, thus limiting nitrate loading. Increased density and clustering provide for the cost-efficient delivery of public facilities and services. Therefore, the proposed amendments will not fail to maximize future public facilities and services.

163.3177(6)(9)(a)(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services. Municipal services are available to the proposed amendment area including, roads, central potable water and sewer services, law enforcement, education, health care, fire and emergency response, and general government of the City.

163.3177(6)(9)(a)(IX): Fails to provide clear separation between rural and urban uses.

As previously mentioned, the proposed amendment area is located within the urbanized area of the City of Port St. Joe. The City's Comprehensive Plan was established to allow for higher density within the city that will promote efficient use of utilities and development, while preserving rural and low-density land uses of the County.

163.3177(6)(9)(a)(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The City of Port St. Joe provides for increased development standards within the urbanized areas to try and discourage urban sprawl while providing areas for residents to work, shop and live in a relatively compact area. Therefore, the proposed amendments will provide needed opportunity for infill residential development and will not impede redevelopment of existing neighborhoods and communities.

163.3177(6)(9)(a)(XI): Fails to encourage an attractive and functional mix of uses.

As mentioned above, the proposed amendment is located within a developed area of the City and is proposed to be developed with a mix of uses. Therefore, the proposed amendments do not fail to encourage an attractive and functional mix of uses.

163.3177(6)(9)(a)(XII): Results in poor accessibility among linked or related land uses.

The proposed land use change does not result in poor accessibility among linked or related land uses. The proposed amendment is located at an existing marina site and is proposed to be developed with use that support the functioning of the marina.

163.3177(6)(9)(a)(XIII): Results in loss of significant amounts of functional open space.

The proposed amendment is located within the City of Port St. Joe and will not result in the loss of significant amounts of functional open space. Promoting and encouraging higher densities and intensities within the urbanized and/or incorporated areas of the County will result in the preservation of large tracts of open space that will enable the unincorporated areas to maintain its rural character. The amendment site is located adjacent to a City-owned park, and will promote the use of the City's open space by more people.

In addition to 163.3177(6)(9)(a), F.S., Chapter 163.3177(6)(9)(b) of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

163.3177(6)(9)(b)(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems. Development of the site will not impact any environmentally sensitive areas such as wetlands or protected and endangered species.

163.3177(6)(9)(b)(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services. Increased density and clustering provides for the cost-efficient delivery of public facilities and services. Municipal services are available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the City.

163.3177(6)(9)(b)(V): Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

As mentioned above, the amendment site is located within the incorporated and urbanized area of the City of Port St. Joe and does not consist of any significant agriculture or silvicultural areas. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture. Increasing the density on the site will provide for more residential housing opportunity within an urbanized area that can reduce the need within the unincorporated areas of the County. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture.

163.3177(6)(9)(b)(VII): Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

"The intent of the City of Port St. Joe Comprehensive Plan is to create land use opportunities to provide for residential, commercial, retail, civic, and office uses which provide goods and services in close proximity to each other. Urban development patterns are intended to be compact and not to promote strip commercial development; therefore, the City's zoning districts implementing this

development pattern include limitations on arterial and collector street frontage and maximum development pattern size. It is also intended that community facilities (recreation, civic, community services, and infrastructure) related to the principal use of this development pattern be allowed in a manner which would ensure the protection of adjacent uses.” This amendment request is compatible with the City Port St. Joe Comprehensive Plan and will provide for residential and non-residential needs within the City.

B. Consistency Analysis

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the City of Port St. Joe Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Comprehensive Plan:

FUTURE LAND USE ELEMENT

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).

The amendment area is located within the City of Port St. Joe and has public services available to serve the site.

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.

The amendment area is located along Marina Drive which is part of the City’s overall street grid network and is within walking distance to public parks, schools and churches.

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.

The City of Port St. Joe has available public services available with adequate capacity to serve the amendment site.

CONSERVATION ELEMENT

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.

Development of the proposed amendment area will adhere to the above requirements.

SANITARY SEWER, SOLID WASTE, STORMWATER MANAGEMENT POTABLE WATER AND GROUNDWATER AQUIFER RECHARGE ELEMENT

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.

Development of the proposed amendment area will adhere to the above requirement.

Policy 1.1.16: Consistent with the urban growth policies of the Future Land Use element of this plan, provision of centralized sanitary sewer and potable water service shall be limited to the service areas shown for these facilities in the support documents of this plan and to areas where the City has legal commitments to provide facilities and services as of the date of adoption of this plan.

The amendment site is located within an area of the City that has existing public services available to serve the site with adequate capacity. The proposed amendment will assist the City in implementing a more efficient development pattern by implementing a land use category that will help provide infill development connect to central water and sewer service.

TRANSPORTATION ELEMENT

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 1.7.2: The City shall require through development regulations the dedication of needed right-of-way and necessary improvements from all new developments.

Policy 1.7.3: All building setbacks shall be measured from the new right-of-way lines for all new construction including the setbacks for additions to existing structures.

Development of the proposed amendment area will adhere to the above requirements.

CAPITAL IMPROVEMENTS ELEMENT

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.

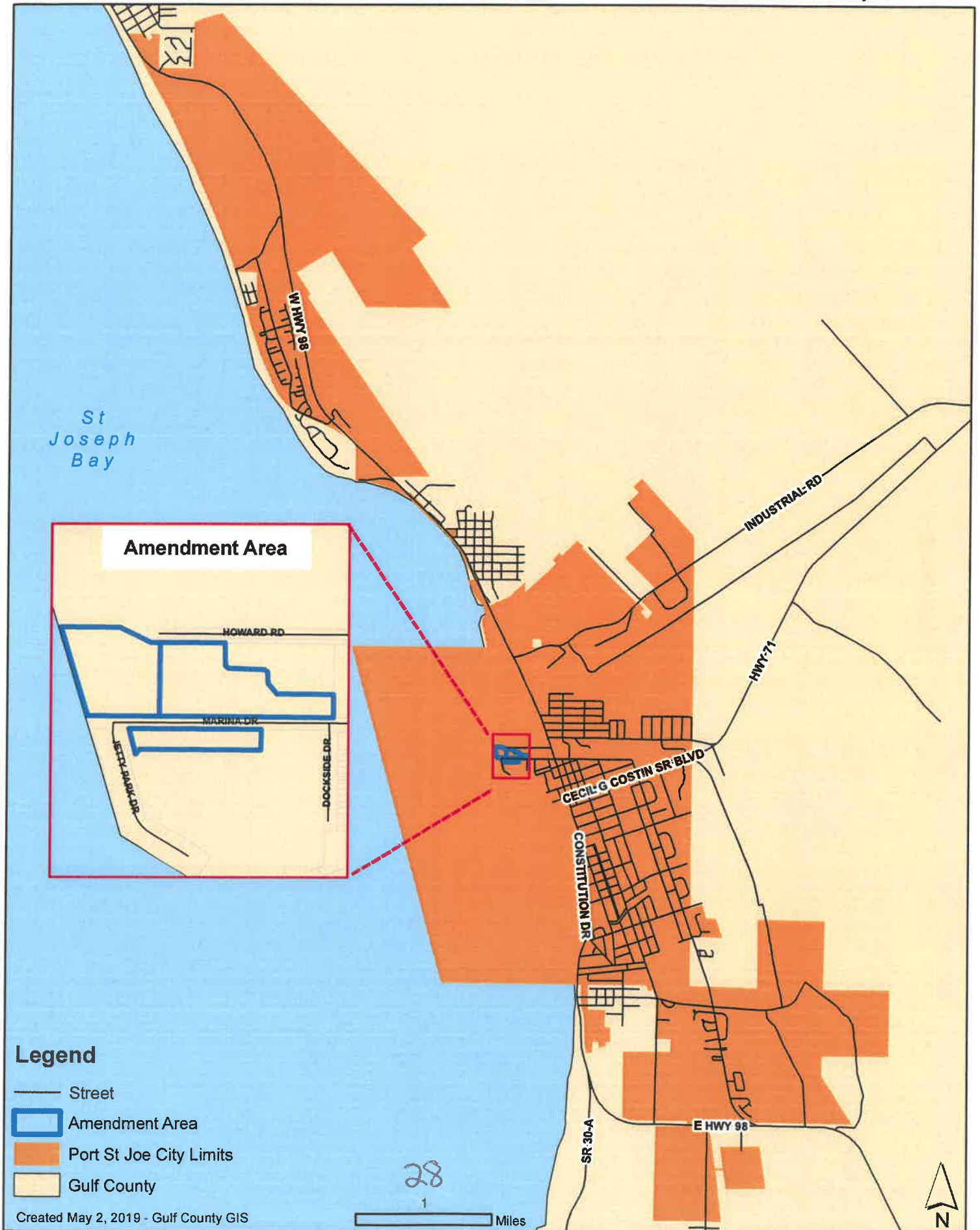
Policy 2.1.2: The availability of public facilities shall be determined and measured for the required public facility types using the adopted Level of Service (LOS) standards contained in the following elements of the Comprehensive Plan: Traffic Circulation Infrastructure, including Solid Waste, Drainage, Potable Water and Sanitary Sewer Recreation and Open Space Public School Facilities Element

A complete public facilities analysis is included in Section II of this report. Any impacts above the adopted level of service standards will be mitigated for when the property is proposed for redevelopment.

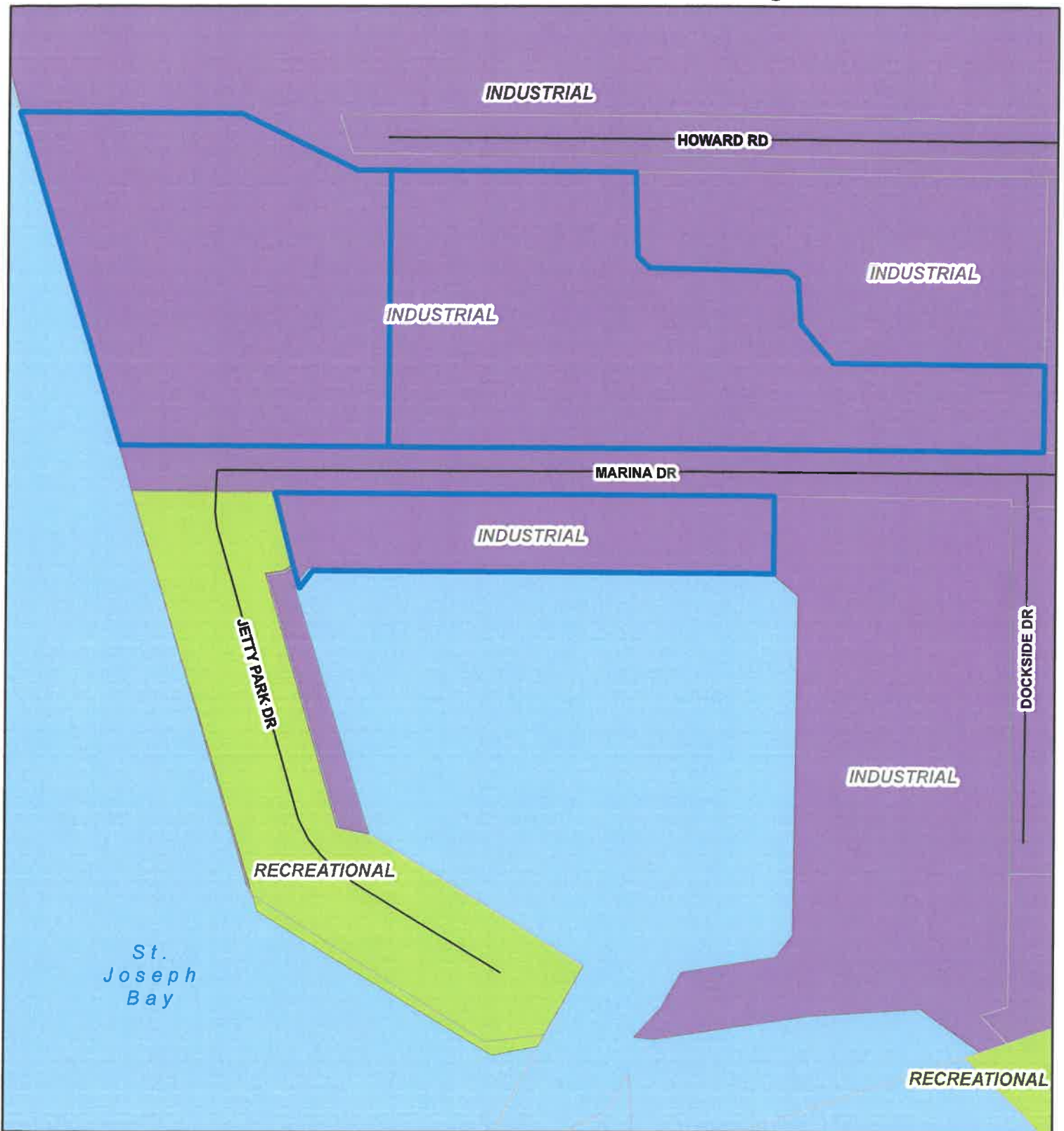
V. Figures

1. Location Map
2. Existing Future Land Use Map
3. Proposed Future Land Use Map
3. Proposed Zoning Map
4. Floodplains/ Wetlands

Port St. Joe Marina Land Use Amendment - Location Map



Port St. Joe Marina Land Use Amendment - Existing Future Land Use



Legend

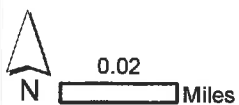
- Street
- Amendment Area
- Parcel

- VERY LOW DENSITY RESIDENTIAL
- RESIDENTIAL (R-1)
- RESIDENTIAL (R-2)
- RESIDENTIAL (R-2B)
- RESIDENTIAL (R-3)
- RESIDENTIAL (R-4)

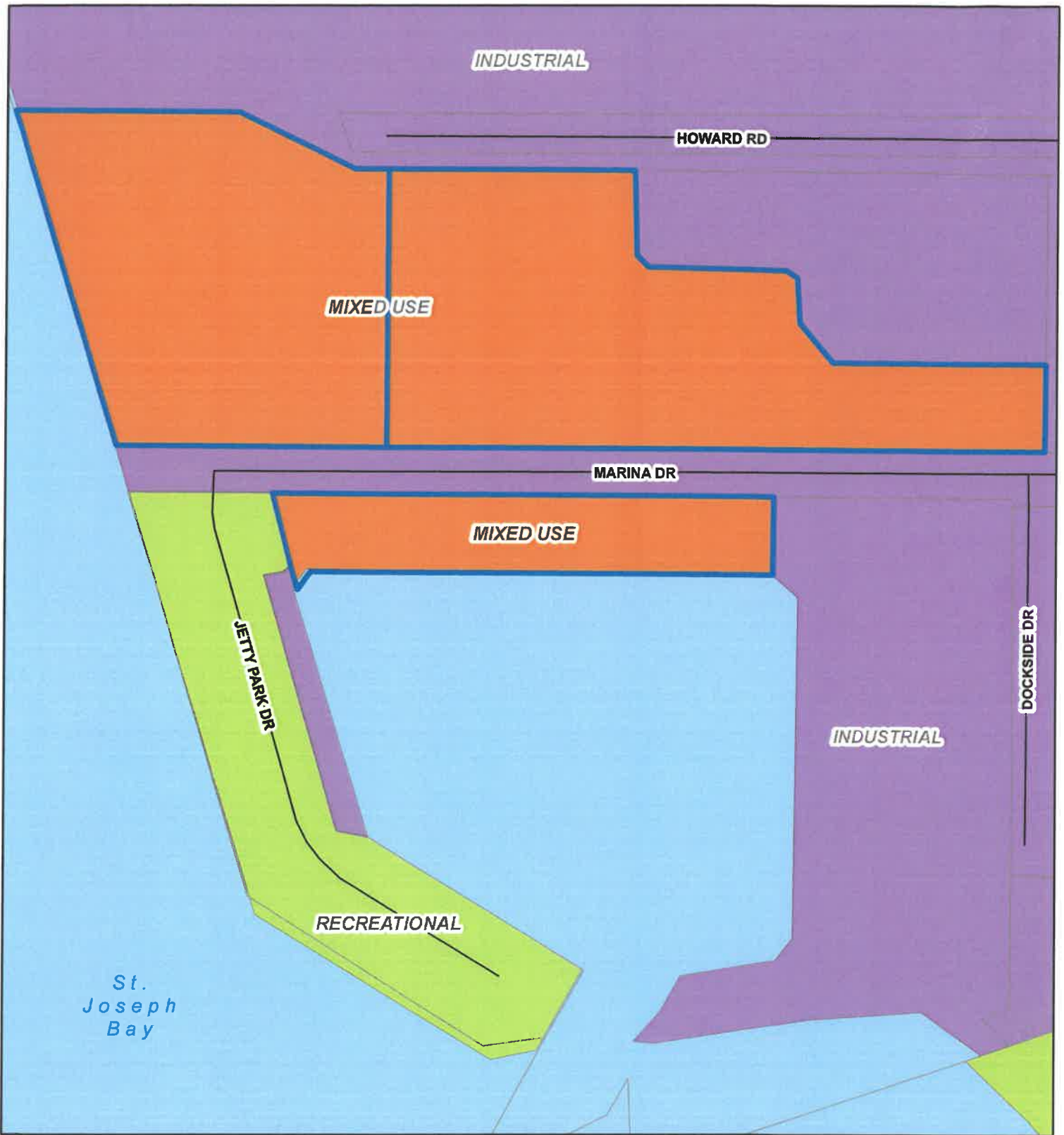
Existing Future Land Use Designation

- MIXED COMMERCIAL / RESIDENTIAL
- MIXED USE
- LOW INTENSITY COMMERCIAL
- COMMERCIAL
- LOW INTENSITY INDUSTRIAL
- INDUSTRIAL

- PUBLIC USE
- HISTORICAL RESOURCES
- RECREATIONAL
- OPEN SPACE
- CONSERVATION
- AGRICULTURAL



Port St. Joe Marina Land Use Amendment - Proposed Future Land Use



Legend

- Street
- Amendment Area
- Parcel

Proposed Future Land Use Designation

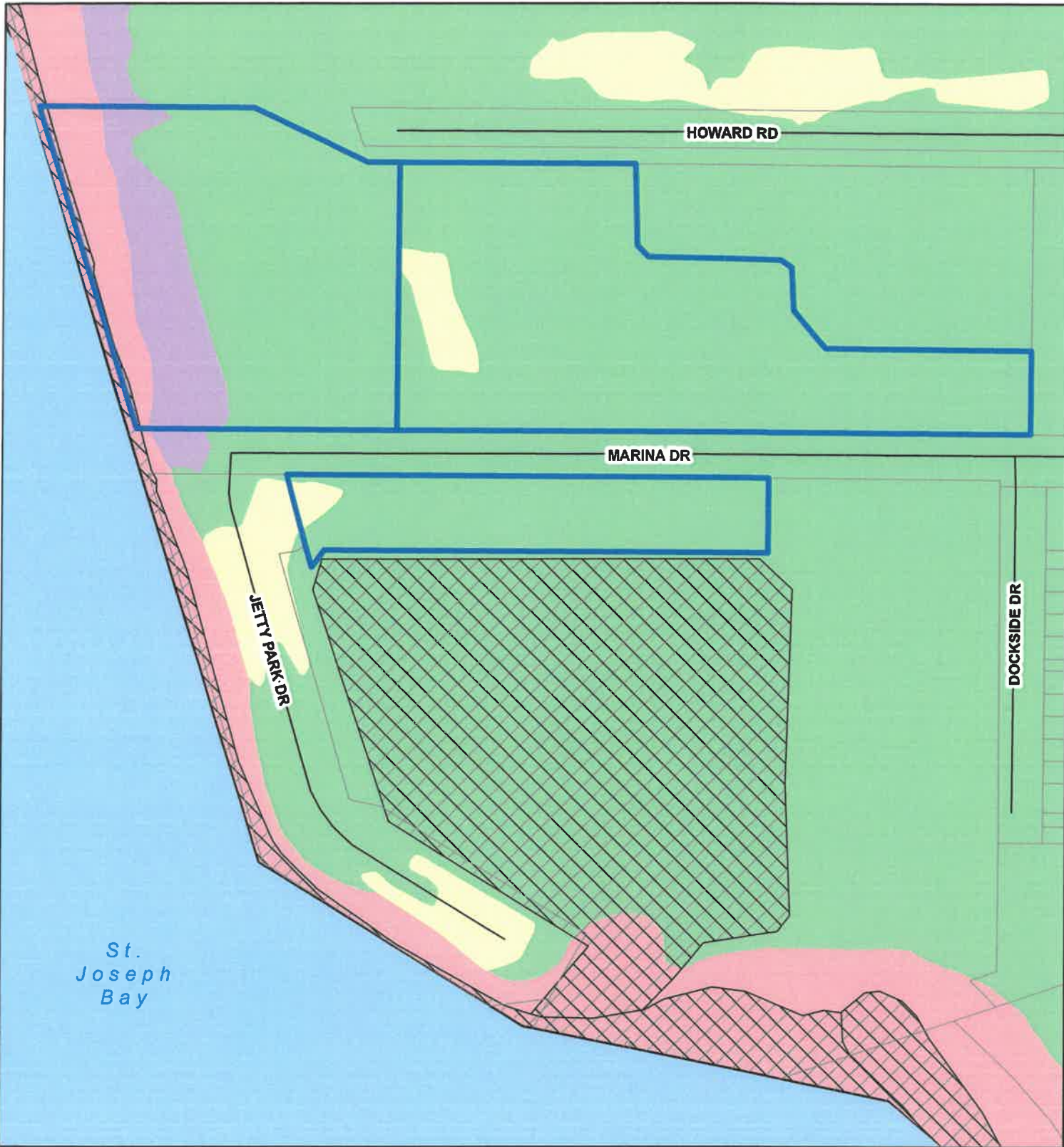
NORTH PORT ST JOE MIXED USE	MIXED COMMERCIAL / RESIDENTIAL	HISTORICAL RESOURCES
VERY LOW DENSITY RESIDENTIAL	MIXED USE	RECREATIONAL
RESIDENTIAL (R-1)	LOW INTENSITY COMMERCIAL	OPEN SPACE
RESIDENTIAL (R-2)	COMMERCIAL	CONSERVATION
RESIDENTIAL (R-2B)	LOW INTENSITY INDUSTRIAL	AGRICULTURAL
RESIDENTIAL (R-3)	INDUSTRIAL	
RESIDENTIAL (R-4)	PUBLIC USE	

0.025 Miles

30

Created May 2, 2019 - Gulf County GIS

Port St. Joe Marina Land Use Amendment - Wetlands & Flood Zones



St.
Joseph
Bay

Legend

- Street
- Amendment Area
- Parcel
- Wetlands
- Gulf County

Flood Zones

- A
- AE
- AO
- VE
- X



0.025
Miles

Created May 2, 2019
Gulf County GIS

Appendix A:

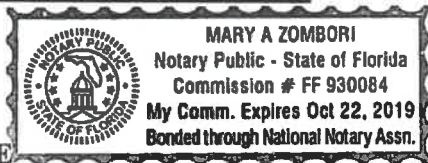
Future Land Use Map Amendment Application Form

**CITY OF PORT ST. JOE FUTURE LAND USE MAP
AMENDMENT APPLICATION**

Property Address: 340 Marina Drive Current : Industrial
Land Use
Property Owner: Port St. Joe Marina, LLC Proposed : Mixed Use
Land Use
Mailing Address: 133 South Watersound Pkwy, Watersound, FL 32461
Phone: (850) 231-6555
Applicant if different: N/A
Parcel Number: 04596-100R, 04594-015R, 04596-00R and 04594-012R

[Signature]
Owners Signature

Sworn to and subscribed before me this 3rd day of May, 2019. Personally Known
OR Produced Identification.
Type Provided _____



Mary A Zombori
Signature of Notary Public

PUBLIC NOTICE

1. A sign will be posted for two weeks on the property seeking the change and a notice will be published in the local newspaper.

APPLICATION REQUIREMENTS

Application Fee: Small Scale Amendment \$500.00 - Large Scale Amendment \$2,000.00

Legal Description of Property

Copy of Deed

Copy of the Survey

[Signature]
Owner Signature

Date: 5/3/19

Applicant Signature

Date: _____



Dewberry Engineers Inc.
324 Marina Drive
Port Saint Joe, FL 32456

850.227.7200
850.227.7215 fax
www.dewberry.com

July 22, 2019

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

RE: Port St. Joe Marina PUD Revision

Dear Mr. Anderson,

As you are aware, the Port St. Joe Marina received substantial damage from Hurricane Michael. The St. Joe Company is in the process of removing the damaged facilities and planning for a complete rebuild. As part of the rebuild process, the St. Joe Company would like to request revisions to the current Port St. Joe Marina Planned Unit Development (PUD). Below highlights the requested changes to the PUD.

1. Residential density change to 15 du/acre
2. Increase to 300 total boat slips (including wet and dry slips)
3. Addition of a 150 room hotel to provide transient accommodations to the general public and may provide accessory services such as restaurants, lounges, retail sale of sundries, meeting rooms and recreations facilities.
4. Addition of a marina store and marina club
5. Required parking for the dry boat storage to be 1 space for every 15 boats

In accordance with Section 8 of the Port St. Joe Marina PUD, please accept this request on behalf of the St. Joe Company for an amendment to Ordinance 320. Should you have questions or need additional information, please give me a call at 850.354-5187 or email at jbaxley@dewberry.com.

Sincerely,

Josh Baxley, P.E.
Sr. Project Manager

Enclosure:

Land Use Sketch Study 6 (01-28-10) by Wood+Partners, Inc
Ordinance 320 with proposed revisions in red

K:\50113420 Port St. Joe Marina PUD Revisions\Correspondence\071019 Anderson.docx

ORDINANCE NO. ~~320~~ 561

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, RELATING TO AND AMENDING THE ZONING CODE; AMENDING THE CITY OF PORT ST. JOE ZONING MAP; DESIGNATING AND ESTABLISHING THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT; ADOPTING CERTAIN REGULATORY REQUIREMENTS FOR THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT TO SUPERSEDE REQUIREMENTS IN THE CITY OF PORT ST. JOE ZONING CODE; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Port St. Joe ("City") has deemed it appropriate to establish a planned unit development for a mixed-use community ("Port St. Joe Marina Planned Unit Development Zoning District") to be located on a parcel of land which is legally described in Exhibit "A", attached and incorporated herein ("Property"); and

WHEREAS, The Port St. Joe Marina Planned Unit Development Zoning District was adopted by the City of Port St. Joe by Ordinance No. 320 on July 6th, 2005; and

WHEREAS, The Port St. Joe Marina Planned Unit Development Zoning District is intended to consist of a mix of uses, including residential, marina, **hotel**, and commercial, all of which are located in the downtown area; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District is designed to provide connectivity with surrounding uses and the Port St. Joe downtown area; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District will be served by City water and sewer facilities; and

WHEREAS, Port St. Joe Marina Planned Unit Development Zoning District will comply with the all applicable stormwater management requirements for the Property; and

WHEREAS, The City of Port St. Joe Comprehensive Plan (Future Land Use Policy 1.3.3), allows the development of mixed-use projects.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. NAME

This Ordinance shall be known as the implementing ordinance for the Port St. Joe Marina Planned Unit Development Zoning District.

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

The Board of City Commissioners hereby finds and determines that the Port St. Joe Marina Planned Unit Development Zoning District is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan, including but not limited to Future Land Use Element Policy 1.3.3 (**The City's Comprehensive Plan will...provide for mixed land use designations and development policies**), (~~"Mixed-use developments will be allowed in the form of P.U.D.'s"~~), Objective 1.4 (The City will discourage urban sprawl and encourage redevelopment and renewal of blighted areas....") and its supporting Policy 1.4.1 ("Emphasis will be placed by the City in activities which will assist in revitalizing the downtown area") and others, which encourage and promote mixed use projects, including planned unit developments, redevelopment of blighted areas and development in downtown Port St. Joe.

SECTION 3. APPROVAL

The establishment of the Port St. Joe Marina Planned Development Zoning District on the lands legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference, is hereby approved subject to the conditions in this Ordinance.

SECTION 4. PERMITTED USES

The following uses shall be principal permitted uses within all areas of the Port St. Joe Marina Planned Unit Development Zoning District:

A. Residential. Provides for single family and multi-family residential units. Density shall not exceed ~~seven (7)~~ **fifteen (15)** units per gross acre of the Port St. Joe Marina Planned Unit Development Zoning District.

B. Marina. Provides for marina uses including wet slips, dry slips, boat storage, fuel storage, pumping facilities and accessory and ancillary marina facilities. Density is limited to a total of ~~+99~~ **300** boat slips (wet and dry).

C. Commercial. Provides for commercial use, including but not limited to, restaurant ~~and ship store~~ **marina store, and marina club** use and accessory and ancillary commercial facilities.

D. Hotel. **Provide transient accommodations to the general public and may provide accessory services, such as restaurants, lounges, retail sale of sundries, meeting rooms and recreation activities. The number of room shall not exceed 150.**

E. ~~Active Recreation~~ **Recreation**. Active recreation means recreational lands and improvements that are facility oriented which may require equipment and take place at prescribed places, sites or fields. **Passive recreation means recreational lands and improvements that are natural resource oriented. Passive recreational facilities include, but are not limited to hiking, nature and bike trails, stormwater management facilities, docks, piers, viewing platforms, boardwalks, picnic areas and bird watching.**

F. Open Space. Open space means lands, not individually owned or dedicated for public use, which are designed and intended for the common use or enjoyment of the residents and their guests of the Port St. Joe Marina Planned Unit Development Zoning District and may include such complementary structures and improvements as are necessary and appropriate.

~~G. Passive Recreation. Passive recreation means recreational lands and improvements that are natural resource oriented. Passive recreational facilities include, but are not limited to hiking, nature and bike trails, stormwater management facilities, docks, piers, viewing platforms, boardwalks, picnic areas and bird watching.~~

~~H. Open Space. Open space means lands, not individually owned or dedicated for public use, which are designed and intended for the common use or enjoyment of the residents and their guests of the Port St. Joe Marina Planned Unit Development Zoning District and may include such complementary structures and improvements as are necessary and appropriate.~~

G. Permitted Accessory and Ancillary Uses. The following shall be accessory permitted uses within all areas of the Port St. Joe Marina Planned Unit Development Zoning District: Uses of land customarily incidental and subordinate to one of the permitted principal uses, including but not limited to a sales center, parking facilities and other uses or facilities associated with the support of the permitted principal uses.

SECTION 5. DEVELOPMENT STANDARDS

A. All permanent residential, commercial and non-residential uses shall be served by central potable water facilities and central wastewater facilities, as provided by the City.

B. All development within the Port St. Joe Marina Planned Unit Development Zoning District shall be in compliance with all applicable land development regulations of the City of Port St. Joe and Articles 1, 2 and 3 of the Gulf County Subdivision Ordinance, except as otherwise contained in this Ordinance. The City will conduct reviews of all preliminary and final plats.

C. The minimum setbacks for single family residential units shall be 10 feet from road rights of way and 5 feet from other property lines. There shall be no minimum setbacks for multi-family residential units. Minimum setbacks for single family and multi-family residential unit garage structures shall be 5 feet from road rights of way, alley or property lines. Rear setbacks for any structure may be reduced to 0 feet to protect natural features on the property if the lot adjoins a natural area included as common open space or natural area. Balconies, overhangs, steps, stairs, eaves and bays will be allowed in the setbacks. All setbacks, common open space, balconies, overhangs, steps, stairs, eaves, bays, garage collection areas, loading zones, and all other designed areas will be shown on the plat and site plan.

D. There shall be a minimum lot size of 2,500 square feet for single family residential units and no minimum lot size for multi-family residential units. There shall be no minimum block size, width, depth, frontage or other dimensional requirements. Flag lots are permitted.

E. Maximum impervious coverage for single family residential units shall be 65% and for multi-family residential units shall be 90%. Within the Commercial and Marina use category, there shall be no maximum impervious coverage.

F. Internal traffic circulation shall be designed to promote pedestrian and bicycle opportunities for residents and guests by providing a functional and integrated system of pedestrian and bicycle paths. The paths can be of an impervious or pervious surface material.

G. The stormwater management system will be designed to comply with the standards of Chapter 62-25~~330~~, F.A.C. and all other applicable regulations.

H. Streets may be privately owned and maintained and shall be built in accordance with standards and specifications as reasonably approved by the City. Roadway base and asphalt thickness shall be designed by a registered professional engineer taking into consideration recommendations by a geotechnical engineer for site-specific design parameters. All streets shall be inspected and certified by a registered professional engineer. Before the City will accept and maintain any streets within the Port St. Joe ~~Marina~~ Planned Unit Development Zoning District, they must be constructed in accordance with the City standards applicable throughout the City at the time of acceptance. The City will maintain all currently platted and built city streets in the PUD area. Additionally, the City will maintain the ~~existing road and parking within Clifford Sims Park~~ **road to be constructed in the park area adjacent to the lowdocks.**

I. Signs visible from a public road, which are not otherwise subject to stricter standards imposed on the property, shall be consistent with applicable City ~~law~~ **regulations.**

J. The Port St. Joe Marina Planned Unit Development Zoning District shall comply with applicable City regulations regarding on-site and off-site parking, ~~except that~~ **D**eviations to the City parking regulations may be granted by the City if it is established by a parking study certified by a traffic consultant that use of different standards would be acceptable, especially in the case of the use of shared spaces for adjacent uses. **The number of required parking spaces for boat dry storage shall be 1 space for each 15 dry boat slips.**

K. All construction shall meet the standards in the Florida Building Code, latest edition.

L. Section 5.04 of the City of Port St. Joe Land Development Regulation Code ("Code"), as well as any other provisions with respect to buffer zones shall not apply to any portion of the Port St. Joe Marina Planned Unit Development Zoning District.

SECTION 6. DEVELOPMENT PLAN/PLAT PHASING

The Port St. Joe Marina Planned Unit Development Zoning District may be developed through a series of individual projects, with the submission of development plans and preliminary plats per project. All development plans will be reviewed as a Level 2 Major Development as such term is defined in the Code. The City will review preliminary plats

as part of the development review process. The development plan, preliminary plat and appropriate application fees for each phase of development shall be initially submitted to the City for review. Applicants may obtain simultaneous approval of the preliminary plat, development order and development permit approval with respect to each phase of development.

SECTION 7. CREATION OF ZONING DISTRICT

The purpose of this Ordinance is to create the text of the Port St. Joe Marina Planned Unit Development Zoning District. The precise location of the permitted uses will be set forth in the application for development plan and preliminary plat approval. This Ordinance is not intended as a unified plan of development. The Port St. Joe Marina Planned Unit Development Zoning District may be developed by separate parties. The specific nature of the Port St. Joe Marina Planned Unit Development Zoning District's development will be a function of the development plans and preliminary plats submitted for approval.

SECTION 8. AMENDMENTS TO THE TEXT OF THE PORT ST. JOE MARINA PLANNED UNIT DEVELOPMENT ZONING DISTRICT PUD

A. Requests for an amendment to the Ordinance shall be made to the City Manager, and must be accompanied by, or supplemented by, such documents as may be reasonably required by the City Manager to clearly depict the impacts of the proposed amendment, if any. Upon review of the amendment request, the City Manager shall determine if the request is a Major Amendment or a Minor Amendment. An amendment shall be deemed a Major Amendment if the amendment purports to (i) change the number of housing units by more than 10%, (ii) change the amount of retail or office square footage by more than 20%, (iii) add land uses not contemplated by the Port St. Joe Marina Planned Unit Development Zoning District, or (iv) substantially decrease Open Space.

B. If the request is determined to be a Major Amendment, the City Manager shall refer the request to the Board of City Commissioners for review and consideration. The Board of City Commissioners shall approve, approve with conditions, or deny the request within 60 days from submittal of a complete application. If the Board of City Commissioners requests additional information in writing, the time for final action on the application shall be tolled until the information is supplied or the Applicant in writing declines to provide the additional information. Once the Applicant supplies the additional information requested by the Board of City Commissioners, or declines in writing to supply the additional information, the Board of City Commissioners shall approve, approve with conditions or deny the request within the balance of the time remaining before time was tolled. The decision of the Board of City Commissioners shall be based on consistency with the City of Pott St. Joe Comprehensive Plan and the Code.

C. If the request is determined to be Minor Amendment, the City Manager shall approve, approve with conditions, deny the request or request additional information within 45 days from submittal of a complete application. The City Manager shall notify the Applicant in writing within the specified 45 days. If the City Manager requests additional information in writing, the time for final action on the application shall be tolled until the information is supplied or the Applicant in writing declines to provide the additional information. Once the Applicant supplies the additional information requested by the City Manager, or declines in writing to supply the additional information, the City Manager shall approve, approve with conditions or deny the

request within the balance of the time remaining before time was tolled. The decision of the City Manager shall be based on consistency with the City of Port St. Joe Comprehensive Plan and the Code.

SECTION 9. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 10. OTHER ORDINANCES

Except as specifically modified or changed in this Ordinance, all provisions of the Code shall apply in the same manner as throughout the City.

SECTION 11. ZONING MAP

Upon this Ordinance becoming effective, the City of Port St. Joe Zoning Map shall be amended to show the property described on attached Exhibit "A" as the Port St. Joe Marina Planned Unit Development Zoning District. The City is hereby directed to revise the City of Port St. Joe Zoning Map to reflect this designation.

SECTION 12. SEVERABILITY

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

SECTION 13. EFFECTIVE DATE

This Ordinance shall become effective as provided by law.

This Ordinance was adopted in open regular meeting after its second reading this ~~6th day~~ of July, 2005, after due notice in accordance with Florida Law.

ATTEST:

BOARD OF CITY COMMISSIONERS OF
PORT ST. JOE, FLORIDA

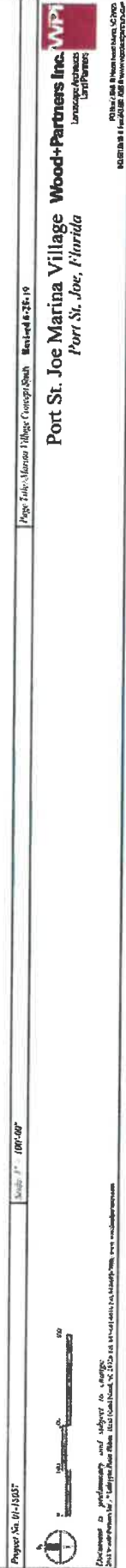
Charlotte M. Pierce, City Clerk

Rex Buzzett, Mayor

APPROVED AS TO FORM:

Adam Albritton, City Attorney

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Northwest Florida Water Management District and
City of Port St. Joe

GRANT AGREEMENT

CITY OF PORT ST. JOE STORMWATER IMPROVEMENTS

GRANT AGREEMENT NO. ___ - ___

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and the City of Port St. Joe ("Grantee"), a Florida city, with an address of 305 Cecil G. Costin Sr. Blvd. Port St. Joe, FL 32456 to provide financial assistance for the City of Port St. Joe Stormwater Improvements.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

1. Terms of Agreement

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

Funding is provided through this Agreement pursuant to the Natural Resource Damage Assessment (NRDA) Final Restoration Plan and Environmental Assessment, dated March 2019, as approved by the Florida Trustee Implementation Group.

2. Period of Agreement

This Agreement shall begin upon execution by both parties and shall remain in effect for 52 months. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed seven hundred seventy-five thousand dollars and NO/100 (\$775,000) or the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

- B. The Grantee shall be reimbursed on a cost incurred basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- C. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
 - i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - ii. A description and total dollar amount of funds being requested, as organized by task;
 - iii. A narrative description, by task, of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
 - iv. A certification that all work completed, and payment requested is for project activities as outlined in this Agreement; and
 - v. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable. If cost incurred, proof of payment is not required at the time of invoice submittal but shall be submitted no later than with the next invoice.
- D. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- E. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

4. Available Funding

The District's performance and obligation to pay under this Agreement are subject to the availability of state appropriated and budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. Progress Reports

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project

activities planned for the next 30 days, and other relevant project progress information, as applicable.

- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

6. Final Report

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period. Additional reports are also required for specific tasks, as described in Attachment A, Scope of Work.

7. Indemnification

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Default/Termination

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to cure that is reasonable under the circumstances.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with forty-five (45) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Provided such failure is not the fault of the District or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:
 - (a) The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
 - (b) The commitment of any material misrepresentation or omission in any materials, or discovery by the District of such, made by the Grantee in this Agreement or in its application for funding;
 - (c) Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
 - (d) Failure to honor any term of the Agreement;
 - (e) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
 - (f) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
 - (g) Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
 - (h) Failure to maintain the insurance required by this Agreement;
 - (i) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its

receiver or trustee in bankruptcy) provides to District adequate assurances, reasonably acceptable to District, of its continuing ability and willingness to fulfill its obligations under the Agreement:

- (i) Entry of an order for relief under Title 11 of the United States Code;
- (ii) The making by Grantee of a general assignment for the benefit of creditors;
- (iii) The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
- (iv) An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

9. Suspension of Work.

The District may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The District shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the District shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

10. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify District in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against District. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from District for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless District determines, in its sole discretion, that

the delay will significantly impair the value of the Agreement to District, in which case District may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to District with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

11. Remedies/Financial Consequences

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District may result in termination, but at minimum, shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

12. Recordkeeping; Audit

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure that grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

13. Special Audit Requirements

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in Attachment D, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

14. Subcontracts

- A. The Grantee may subcontract work under this Agreement, on a competitive basis, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be

solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

15. Prohibited Local Government Construction Preferences

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

16. Environmental Credit Prohibition

- A. The use of grant funds is limited to the Project which is intended to reduce existing pollutant loading from the drainage basin at the time of grant execution. The Grantee or sub-recipients are not entitled to any credits, either pollutant reduction, wetland mitigation, or any other regulatory environmental credit that could result from implementation of the Project, nor can pollutant reductions or wetland enhancements resulting from the Project be used to satisfy regulatory permit requirements for any new development or any other project of the Grantee or sub-recipients. Furthermore, grant funds shall not be used, either directly or indirectly, for implementation of any element of the Port St. Joe Tenth Street Park Revitalization Plan Option 6A, which was approved and adopted through City of Port St. Joe Resolution 2018-07, the elements of which are described in the exhibits to the resolution.

17. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

18. Compliance with Law

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

19. Notice

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

20. Contacts

The District's Project Manager for this Agreement is identified below:

Karen Kebart, Water Resource Planner IV	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x.211
Fax No.:	(850) 539-2777
E-mail Address:	[Karen.Kebart@nwfwater.com]

The Grantee's Project Manager for this Agreement is identified below.

Jim Anderson, City Manager	
City of Port St. Joe	
Mailing Address: P.O. Box 278	
[Port St. Joe, FL 32457	
Telephone No.:	(850) 229-8261
Fax No.:	(850) 227-7522
E-mail Address:	janderson@psj.fl.gov

21. Insurance

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall be maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the District, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury

and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

- iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for
Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability
Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

22. Conflict of Interest

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

23. Ownership of Data, Property and Equipment

All data collected as a result of this Project is jointly owned by the FL TIG. All data and documents produced as result of this Project are subject to any applicable federal and state laws governing access to and availability of public records.

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon satisfactory completion of this Agreement, the Grantee shall retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. Throughout the term of this Agreement, the Grantee shall:

- A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;

- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and
- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with District funds and held in Grantee's possession.

24. Unauthorized Employment

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

25. Amendments

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

26. Discrimination

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida

Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

27. Scrutinized Companies

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. Inspection of Work; Access

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

29. Public Records Access

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
- ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

30. Publicity

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" and the "Florida Trustee Implementation Group (FL TIG) through the Natural Resources Damage Assessment Deepwater Horizon settlement" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project,

the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications. The Grantee will provide notice of public reports or other publications to be issued by the Grantee prior to release with the opportunity for a seven-business day review.

31. Execution of Counterparts

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

33. Entire Agreement

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

CITY OF PORT ST. JOE

By: _____
Brett J. Cyphers, Executive Director

By: _____
Rex Buzzett, Mayor

Date: _____

Date: _____

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List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (7 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Quality Assurance Requirements for Contracts and Grants (8 pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Monitoring to Determine Treatment Effectiveness (3 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Monitoring and Adaptive Management Plan (7 pages)</u>

ATTACHMENT A GRANT SCOPE OF WORK

PROJECT TITLE: City of Port St. Joe Stormwater Improvements

PROJECT LOCATION: City of Port St. Joe, Gulf County, Florida. See Figures 1 and 2 for project location maps.

PROJECT BACKGROUND: The project will improve water quality in St. Joseph Bay by capturing and treating stormwater runoff prior to discharge into the bay, which has sensitive and regionally significant submerged aquatic vegetation that underpins the greater aquatic ecosystem and supports important recreational and commercial fisheries. The primary objective of the project is to reduce pollutant loading into the bay from stormwater runoff and nonpoint source pollution. The project is also intended to improve flood protection for the community through integrated stormwater management.

St. Joseph Bay is a Florida Aquatic Preserve and Outstanding Florida Water, and it is within the St. Andrew Bay Surface Water Improvement and Management (SWIM) priority watershed of the Northwest Florida Water Management District. The bay is exceptionally important for recreational use, as shellfish and finfish habitat, and as a nursery area for estuarine and marine species. It supports extensive seagrass beds and other estuarine and marine habitats. Its unique character and quality adds to the ecological richness and diversity of the Florida Panhandle and northern Gulf of Mexico.

Treating stormwater before it enters St. Joseph Bay will reduce pollutant loading to an important resource for shellfish and other fisheries and public recreation, which is identified as impaired for nutrients (e.g., total nitrogen) and bacteria on the impaired waters list established by FDEP.

PROJECT DESCRIPTION: The Grantee will conduct planning and design, construction of stormwater improvements, storm event monitoring of the constructed improvements and development of a Stormwater Master Plan.

Project components include:

- Engineering and construction of stormwater control measures (SCMs) to provide water quality treatment and improved flood protection within a sub-basin covering approximately 280 acres draining to Patton Bayou and St. Joseph Bay (Figure 2). The project will include construction of one or more retrofit treatment ponds near Sixteenth Street with an additional downstream outfall weir added to provide stormwater treatment capacity and improved water quality protection for St. Joseph Bay. The stormwater pond design may incorporate littoral wetland vegetation to enhance water quality treatment and habitat value. Additional work may include a baffle box, floodplain reconnection, wetland treatment systems, and/or improvement of the downstream conveyance system for enhanced stormwater management, improved treatment efficiency, and flood protection. The SCMs shall be designed to meet the pollutant reductions listed in Table 1 of Attachment G, Monitoring and Adaptive Management Plan.

- Development of a stormwater master plan to allow the City to better address local flooding and improve water quality treatment within basins that discharge into St. Joseph Bay. The stormwater master plan will provide an evaluation of the City's stormwater systems through data collection, mapping, watershed delineation, preparation of a stormwater features inventory, development of proposed improvements, and prioritization of watersheds.
- Stormwater monitoring to validate SCMs completion and performance and to facilitate adaptive management as needed.

Land acquisition is not included nor authorized as part of this Agreement.

TASKS AND DELIVERABLES:

Payment Request Schedule for All Tasks: Grantee may submit a payment request for cost reimbursement of expended or incurred costs no more frequently than once per month. Interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.

Task 1: Design and Permitting

Task Description: The Grantee will procure professional engineering services in accordance with state law, design the stormwater management improvements, and obtain all necessary permits for construction of the project. The Grantee will hold a minimum of three public meetings to solicit and incorporate public comment on the project, to include one kick-off meeting at the beginning of the design stage, one meeting upon completion of 30% design plans, and one meeting upon completion of 60% plans. Public meetings shall be noticed and scheduled at times and locations to best facilitate public participation. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: (1) An electronic copy in PDF format of the Grantee's Contract and Scope of Services with the Consultant; (2) Meeting materials and minutes from the public kick-off meeting; (3) An electronic copy of the draft design at 30% completion submitted to the District's Grant Manager for review prior to submittal of the draft design at 60% completion. (4) Meeting materials and minutes from the 30% design public meeting;

Performance Standard: The District's Project Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Scope of Work and this task description and provide any comments to the Grantee for incorporation.

Deliverable 1b: (1) An electronic copy of the draft design at 60% completion, to include an opinion of probable costs and itemized specification of project elements identified for grant funding, submitted to the District's Grant Manager for review prior to submittal of the final design; (2) Meeting materials and minutes from the 60% design public meeting;

Performance Standard: The District's Project Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Scope of Work and this task description and provide any comments to the Grantee for incorporation.

Deliverable 1c: An electronic copy of the final design and technical specifications, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The District's Project Manager will review the final design to verify that it meets the specifications in the Grant Scope of Work and this task description and provide any comments to the Grantee for incorporation.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the District's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The District's Project Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Scope of Work and this task description.

Task 2: Bidding and Construction

Task Description: The Grantee will prepare and solicit bids for construction utilizing a bid package in accordance with state laws and this Agreement. Activities may include holding a pre-bid meeting(s), responding to bid questions, awarding the construction contract, all construction activities, as well as construction management, supervision, site supervision, and field engineering services. If the Grantee contracts these services, the Grantee will procure these services in accordance with state law.

Deliverables 2a: (1) An electronic copy of the bid advertisement and public notice; (2) An electronic copy of bid package, bid addenda, bid tabulation, and notice of bid award; and (3) An electronic copy of the Grantee's executed contract(s) and scope of services for bidding and construction services, if not previously provided. An electronic copy of executed subcontract(s) shall be provided prior to submitting any invoices for the subcontracted work. Electronic access to all inquiries, questions, and comments regarding the bid documents shall be provided upon request.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that they meet the specifications in the Grant Scope of Work and this task description.

Deliverables 2b: Following acceptance of Deliverable 2a by the District's Grant Manager, the Grantee shall submit Interim and Final Reports as construction of the stormwater improvement work progresses and at completion of construction, as follows:

Interim Reports:

- (a) Detail on costs incurred, to include an itemized summary of materials, labor, and/or services for which payment is requested
- (b) Proof of payment of invoices, as applicable
- (c) Inspection reports
- (d) Evidence of work completed, to include photographic documentation
- (e) Signed acceptance and brief description of the completed work to date by the Grantee, indicating the percentage of completion as of the time period covered in the payment request

Final Report after Completion of Construction:

- (a) Detail on costs incurred, to include an itemized summary of materials, labor, and/or services for which payment is requested
- (b) Proof of payment of invoices, as applicable
- (c) Record drawings and any required final inspection reports
- (d) Evidence of work completed, to include photographic documentation
- (e) Signed acceptance of the completed work by the Grantee
- (f) Licensed Professional Engineer's certification of construction completion

The Final Construction Report shall be submitted within six (6) weeks of completion of construction.

Performance Standard: The District's Project Manager will review the interim and/or final deliverables to verify that it meets the specifications in the Grant Scope of Work and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. A site visit may be conducted by the District Project Manager during or upon completion of construction to verify work activities and deliverables.

Task 3: Monitoring

Task Description: The Grantee shall prepare and submit a detailed Monitoring Plan at least six months prior to completion of construction of the SCMs and conduct monitoring after construction to monitor the effectiveness of the stormwater treatment facility. The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The monitoring plan will include sampling of seven (7) to ten (10) storm events and shall be in accordance with Attachment E, Quality Assurance Requirements for Grants; Attachment F, Monitoring to Determine Treatment Effectiveness; and Attachment G, Monitoring and Adaptive Management Plan.

Deliverables 3a: (1) An electronic copy of the draft monitoring plan in Word format submitted to the District's Project Manager for review prior to submission of the Final Monitoring Plan; (2) an electronic copy of the Final Monitoring Plan, with all suggested changes incorporated, in PDF format submitted to the District's Project Manager for review and approval.

Performance Measure: The District's Project Manager will review the submitted draft Monitoring Report to verify that it meets the specifications in the Grant Work Plan and this task

description and provide any comments to the Grantee for incorporation into the Final Monitoring Report. Upon review and written approval by the District's Grant Manager of the Final Monitoring Plan, the Grantee shall proceed with sampling in accordance with the approved Final Monitoring Plan once the construction of the SCMs have reached Final Completion.

Deliverables 3b: (1) An electronic copy of the draft Summary of Findings in Word format submitted to the District's Project Manager for review prior to the submission of the Final Summary of Findings; (2) electronic copy of the raw data in Excel format submitted to the District's Project Manager for review and approval; (3) an electronic copy of the Final Summary of Findings, with all suggested changes incorporated, in PDF format submitted to the District's Project Manager for review and approval.

Performance Measure: The District's Project Manager will review the submitted draft Summary of Findings and raw data to verify that they meet the specifications in the Grant Work Plan and Monitoring Report and then follow up with review of the Final Summary of Findings.

Task 4: Stormwater Master Plan

Task Description: The Grantee will contract with an Engineering Consultant to develop a stormwater master plan that will provide an evaluation of the city's current stormwater systems through data collection, mapping, watershed delineation, preparation of a stormwater features inventory, development of proposed improvements, and prioritization of watersheds. The plan will serve as an information document to facilitate decision making toward addressing local flooding and to improve water quality treatment within basins that discharge into St. Joseph Bay. Procurement for contractual services will be conducted in accordance with state law.

Deliverable 4a: An electronic copy in PDF format of the Grantee's Contract and Scope of Services with the Consultant.

Deliverable 4b: (1) Electronic copy of the Draft Stormwater Master Plan and (2) Electronic copy of Final Stormwater Master Plan. The Final Stormwater Master Plan will address all the District Grant Manager's comments on the Draft Stormwater Master Plan.

Performance Measure: The District Grant Manager shall review the Draft Stormwater Master Plan to verify that it meets the specifications in the Grant Work Plan and this task, and provide review comments, if necessary. Upon review and written approval with review comments, if necessary, by the District Grant Manager of the Draft Stormwater Master Plan, the Grantee may proceed with developing the Final Stormwater Master Plan. The District Grant Manager shall review the Final Stormwater Master Plan to ensure that any review comments provided on the Draft Plan have been incorporated and that it meets the specifications in the Grant Work Plan and this Task description.

PROJECT TIMELINE: All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task No.	Task Title	Task Start Date	Task End Date
1	Design and Permitting	Execution date of agreement with city	9-months following execution of agreement with city
2	Bidding and Construction of the Project	Following issuance of all required permits	18 months following execution of agreement with city
3	Monitoring	Within 6-months prior to substantial completion of construction	26-months following completion of construction of the SCMs
4	Stormwater Master Plan	Execution date of agreement with city	Execution plus 12 months

BUDGET DETAIL BY TASK:

Task No.	Task	Budget Amount
1	Design and Permitting	\$60,980
2	Bidding and Construction of the Project	\$614,020
3	Monitoring	\$50,000
4	Stormwater Master Plan	\$50,000
	Total	\$775,000

*Movement of funds between task categories requires approval from District grant manager. Movement of greater than 20%, if allowed, requires a contract amendment.

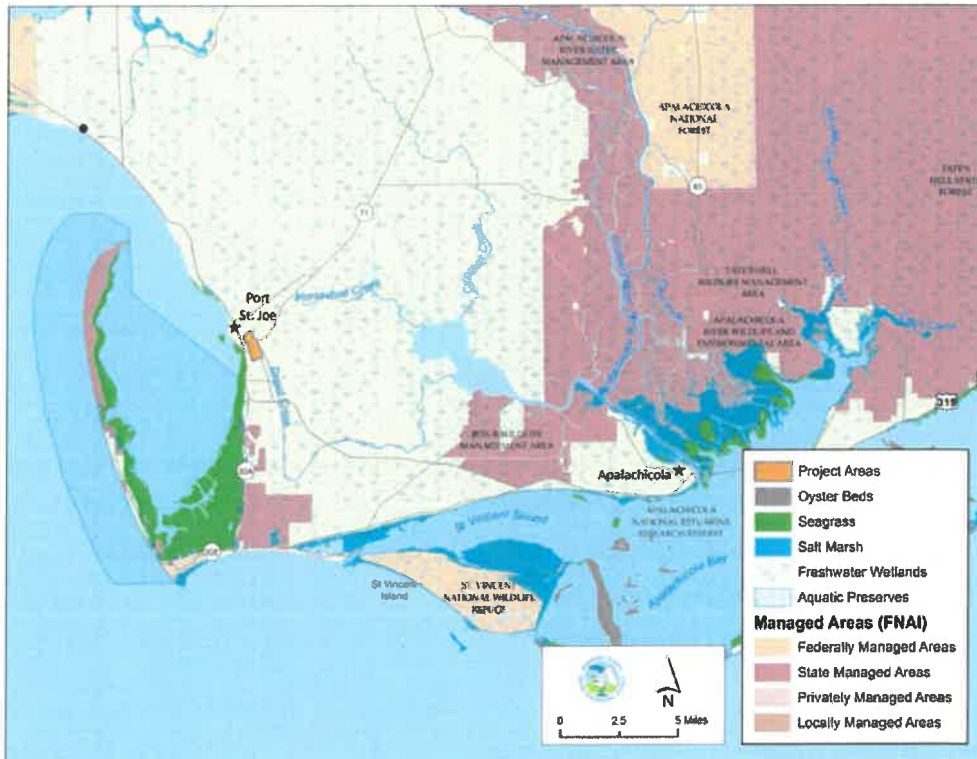


Figure 1. Port St. Joe Stormwater Improvements Vicinity



Figure 2. Port St. Joe Stormwater Improvements, Project Area

ATTACHMENT B PAYMENT REQUEST TEMPLATE

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

Bill To: Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333 Attn: Accounts Payable (AccountsPayable@nwfwater.com)
--

Project: **NFWFMD Contract Number XX-XXX**
 City of Port St. Joe Stormwater Improvements

Date	Item/Activity	Description	Total Expended

Total Invoice Request \$0.00

Limit of grant agreement	\$000,000.00
Amount previously paid	\$000,000.00
Amount due this invoice	\$000,000.00
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3))	\$000,000.00

Signature of Administrator/Clerk

Date

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Summary of Activities Completed for Project #: _____; Invoice # _____

[Insert description of activities and include any deliverables demonstrating work activities (photographs, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete.]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the City of Port St. Joe Stormwater Improvements Project; NWFWMD Contract Number -].

Signature

Date

Name (print)

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Invoice Submittal Checklist	
Invoice containing:	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Administrator/Clerk*
Additional required items:	
	Cover letter with signature of Administrator/Clerk ¹
	Detailed description of activities
	Detailed cost backup documentation ² - grant
	Detailed cost backup documentation ² - match
	Any other items required in agreement
	Project manager/engineer certification

¹Only one signature needed, either on invoice or cover letter.

²Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C
PROGRESS REPORT TEMPLATE**

[Project name & contract #]

Progress Report [or Final Report]

[Report start date] through [report end date]

Summary of Requirements below – delete before submitting

Progress Reports: The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided.

Final Report: The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

1. Description of project work completed by task during the reporting period [including contracting, design, etc.];
[May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.]
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component. May be text and/or table.

ATTACHMENT D SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD, " or "Grantor", or other name in the contract/agreement)* to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR § 200.330 (for fiscal year starts after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a)(the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at: <https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Northwest Florida Water Management District at the following address:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

- b. The Auditor General's Office at the following address:

By Mail:
State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

By Mail:
Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	C SF A Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	GAA Line Item #1593 Natural Resource Restoration – Deepwater Oil Spill from Coastal Protection Trust Fund	FY2017- 2018	37.081	Early Restoration Deepwater Horizon Oil Spill	087127
Total Award					\$775,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT E

DEPARTMENT OF ENVIRONMENTAL PROTECTION QUALITY ASSURANCE REQUIREMENTS FOR CONTRACTS AND GRANTS

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub- contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.

- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. FIELD ACTIVITIES

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62- 160, F.A.C.).

4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
- b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.
- c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
- d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
- e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

- f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.
- g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
- h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
- Laboratory sample identification (ID) and associated Field ID
 - Analytical/test method
 - Parameter/analyte name
 - Analytical result (including dilution factor)
 - Result unit
 - Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - Date and time of sample preparation (if applicable)
 - Date and time of sample analysis
 - Results of laboratory verification of field preservation of received samples
 - Sample matrix
 - DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
 - MDL, Limit of Detection (LOD) or other defined limit of detection
 - PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)

- Results for field duplicates (or replicates)
 - Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
- Site name and location information
 - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - Date and time of sample collection
 - Sample collection depth, if applicable
 - Sample collection method identified by the DEP SOP number, where applicable
 - If performed, indicate samples that were filtered
 - Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified below.
- (i) Data shall be reported electronically using the following format(s): See Attachment L, Observational Data Management Plan

- (ii) Hardcopy of reporting data shall be provided in the following paper format(s): see Attachment L, Observational Data Management Plan

5. AUDITS

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
- b. PLANNING REVIEW AUDITS –
- (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.
- (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
- c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.

- (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
- (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.
- (iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. QA PLAN

- a. The contractor shall submit the contract QA plan identified below to the DEP contract manager no later than 120 days *prior to the commencement of field and laboratory activities*. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager. The document shall be submitted as a
 - (i) The contractor shall prepare a QA plan that shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02, Section 1, Sampling and Analysis Plan.
- b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days of receipt of any revisions.
- d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).
- f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - Using only the protocols approved in the QA plan; and
 - Using only the equipment approved in the QA plan.
- g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be:
- (i) Provided as amended sections of the current contract QA plan; or
 - (ii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**

- a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
- (i) Reports of planning review audits as specified in item 5.b. above.
 - (ii) Statements of usability as specified in item 5.d. above.
 - (iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**

- a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
- (i) Immediate termination of the contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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ATTACHMENT F

DEPARTMENT OF ENVIRONMENTAL PROTECTION MONITORING TO DETERMINE TREATMENT EFFECTIVENESS DEP AGREEMENT #: DH009

The Grantee is required to monitor the effectiveness of the stormwater BMP. BMP effectiveness data is required to demonstrate the environmental benefits of a project. The general monitoring requirements are set forth below.

Within six months before the completion of construction, the Grantee will submit a detailed Monitoring Plan to the Department for review and comment. The Monitoring Plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The monitoring will include sampling from seven to ten (10) storm events as described below. If possible, monitored events will be discrete rainfall events generally consisting of greater than 0.20 inches and less than 1.5 inches of rain. Actual rainfall may vary depending on the type of BMP, the contributing drainage area, the amount of impervious area, and the time of concentration.

Monitoring will be conducted at two locations: inflows and outflows.

Monitoring will include the following parameters:

- Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least the week proceeding monitoring and day(s) of monitoring.
- Flow using approved flow activated flow meters
- Parameters as specified below

Parameter	Detection Limit	Method
Total Cadmium	1 ug/l	Composite*
Total Chromium	5 ug/l	Composite*
Total Copper	5 ug/l	Composite*
Total Zinc	10 ug/l	Composite*
NO ₂ +NO ₃	0.1 mg/l	Composite*
TKN	0.3 mg/l	Composite*
Total Ammonia or Total N	0.05 mg/l	Composite*
Total Phosphorus	0.05 mg/l	Composite*
Ortho Phosphate	0.05 mg/l	Composite*
TSS	1 mg/l	Composite*
Oil/Grease	1 mg/l	Composite*
Fecal coliform	N/A	Grab** (if possible)

*Flow weighted composite samples will be taken over the storm hydrograph. Typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a 36-hour period at outflow station, depending upon the time of concentration and flow into

and out of the BMP. Each composite will include at least six evenly distributed sub-samples.

****Grab samples to be collected within the drainage area time of concentration at influent and effluent stations described above.**

The Grantee should estimate the pollutant removal efficiency of the stormwater BMP by calculating the percent reduction in the event mean concentration (EMC) for the period of record $[1 - (\text{Average Inflow EMC} / \text{Average Outflow EMC})]$. For BMPs with multiple inflow (and/or outflow) points, the pollutant contributions for each inflow should be flow weighted. See the National Stormwater Best Management Practice database at <http://www.bmpdatabase.org/> and Development of Performance Measures, Determining Urban Stormwater Best Management Practice Removal Efficiencies, 1999 by URS Greiner Woodward Clyde, ASCE and EPA at http://www.bmpdatabase.org/docs/task3_1.pdf.

From ASCE Data base

3.1 Efficiency Ratio

Definition: The efficiency ratio is defined in terms of the average event mean concentration (EMC) of pollutants over some time period:

$$ER = 1 - \frac{\text{Average outlet EMC}}{\text{Average inlet EMC}} = \frac{\text{average inlet EMC} - \text{average outlet EMC}}{\text{average inlet EMC}}$$

EMCs can be either collected as flow weighted composite samples in the field or calculated from discrete measurements. The EMC for an individual event or set of field measurements, where discrete samples have been collected, is defined as:

$$EMC = \sum V_i C_i / \sum V_i$$

where,

V: volume of flow during period i

C: average concentration associated with period i

n: total number of measurements taken during event

The arithmetic average EMC is defined as,

$$\text{average EMC} = \sum EMC_j / m$$

where,

m: number of events measured

In addition, the log mean EMC can be calculated using the logarithmic transformation of each EMC. This transformation allows for normalization of the data for statistical purposes.

$$\text{Mean of the Log EMCs} = \sum \text{Log}(EMC_j) / m$$

Estimates of the arithmetic summary statistics of the population (mean, median, standard deviation, and coefficient of variation) should be based on their theoretical relationships (Appendix A) with the mean and standard deviation of the transformed data. Computing the mean and standard deviation of log transforms of the sample EMC data and then converting them to an arithmetic estimate often obtains a better estimate of the mean of the population due to the more typical distributional characteristics of water quality data. This value will not match that produced by the simple arithmetic average of the data. Both provide an estimate of the population mean, but the approach utilizing the log-transformed data tends to provide a better estimator, as it has been shown in various investigations that pollutant, contaminant and constituent concentration levels have a log-normal distribution (NURP, 1983). As the sample size increases, the two values converge.

Assumptions

This method

- Weights EMCs from all storms equally regardless of relative magnitude of storm. For example, a high concentration/high volume event has equal weight in the average EMC as a low concentration/low volume event. The logarithmic approach tends to minimize the difference between the EMC and mass balance calculations.
- Is most useful when loads are directly proportional to storm volume. For work conducted on nonpoint pollution (i.e., inflows), the EMC has been shown to not vary significantly with storm volume. This lends credence to using the average EMC value for the inflow but does not provide sufficient evidence that outflows are well represented by average EMC. Accuracy of this method will vary based on the BMP type.
- Minimizes the impacts of smaller/cleaner storm events on actual performance calculations. For example, in a storm by storm efficiency approach, a low removal value for such an event is weighted equally to a larger value.
- Allows for the use of data where portions of the inflow or outflow data are missing, based on the assumption that the inclusion of the missing data points would not significantly impact the calculated average EMC.

Attachment G
MONITORING AND ADAPTIVE MANAGEMENT PLAN

City of Port St. Joe Stormwater Improvements

1 Introduction

This project MAM plan identifies the monitoring needed to evaluate progress toward meeting project objectives and to support any necessary adaptive management of the restoration project. Where applicable, it identifies key sources of uncertainty and incorporates monitoring data and decision points that address these uncertainties. As not all projects will have the same sources and degree of uncertainty, this project-specific MAM plan is scaled according to level of uncertainty, scope, scale, and restoration type associated with this project.

This MAM plan is a living document and may be updated as needed to reflect changing conditions and/or new information. Any future revisions to this document will be made publicly available through the Trustee Council Restoration Portal (<https://www.diver.orr.noaa.gov/web/guest/home>) and accessible through the DWH NRDA Trustees website (<http://www.restoration.noaa.gov/dwh/storymap/>).

Project Overview

This project is being implemented as restoration for the DWH oil spill NRDA, consistent with the PDARP/PEIS.

- Programmatic Goal: Restore Water Quality
- Restoration Type: Water Quality
- Restoration Approach: Reduce pollution and hydrologic degradation to coastal watersheds
- Restoration Technique: Traditional stormwater control measures
- TIG: FL TIG
- Restoration Plan: Restoration Plan #1

This restoration project would be implemented within the City of Port St. Joe, Florida. Restoration activities include the engineering and design of traditional stormwater control measures (SCMs) and improvements to the existing conveyance system. Another objective of the project is to develop a stormwater master plan for the City of Port St. Joe, and the restoration actions and monitoring activities would help inform this master plan. SCMs are planned for a sub-basin covering approximately 280 acres draining to Patton Bayou and St. Joseph Bay. The project would include construction of approximately 2.5 acres of retrofit treatment pond area near 16th Street with an additional downstream outfall weir added to provide stormwater treatment capacity and improve water quality protection for St. Joseph Bay.

The implementing agency is FDEP. The partner agencies include the NFWFMD and the City of Port St. Joe.

Restoration Type Goals and Project Restoration Objectives

The overall goals for this Restoration Type relevant to this project, as identified in the PDARP, are:

- Reduce pollutant loadings, including nutrients and pathogens, to priority watersheds along the Florida coast that are threatened by chronic eutrophication, harmful algal blooms, hypoxia, habitat losses, or beach and shellfish closures associated with water quality degradation;
- Mitigate high-volume flows and prevent dramatic shifts in salinity that threaten many coastal habitats and resources along the Gulf Coast;
- Where appropriate, co-locate pollutant reduction projects with other restoration projects to enhance ecological services provided by other restoration approaches (PDARP/PEIS Section 5.5.5.1).

The project restoration objectives are:

- Engineer and construct traditional SCMs and improvements within an existing conveyance system in the St. Joseph Bay watershed;
- Reduce pollutant loadings to specified performance criteria to improve water quality in the St. Joseph Bay watershed.

Performance criteria will be used to determine restoration success or the need for corrective action in accordance with 15 C.F.R. 990.55(b)(1)(vii)). Specific, measurable performance criteria are defined, as applicable, for monitoring parameters associated with each of the restoration objectives in Section 3.0.

2 Adaptive Management

Due to the nature of this project, and the use of standard Restoration Techniques that have been used successfully in similar projects, the FL TIG determined that adaptive management is unlikely to be necessary for this project. However, monitoring would be conducted, as described in Section 3, below. If the SCMs do not meet the stated performance criteria, potential corrective actions include the installation of additional SCMs, such as upstream baffle boxes, or additional littoral plantings within the pond to increase pollutant uptake. Additionally, the monitoring data collected and evaluated for this project component would be used in the development of the stormwater master plan for the City of St. Joe.

3 Project Monitoring, Performance Criteria, and Potential Corrective Actions

The proposed monitoring for this restoration project was developed to evaluate project performance, key uncertainties, and potential corrective actions, if needed. Information on each monitoring parameter is provided below, organized by objective (Table 3-1). Note that Table 3-1 does not include all possible options for corrective actions; rather, it includes a list of potential actions for each individual parameter to be considered if the project is not performing as expected once implemented. Other corrective actions may be identified post-implementation, as appropriate.

Table 1 Monitoring Parameters

Objectives	Parameter	Purpose	Method	Timing, Frequency, Duration	Sample Size and Sites	Performance Criteria	Potential Corrective Action(s)
1: Engineer and construct traditional SCMs and improvements within an existing conveyance system in the St. Joseph Bay watershed.	Infrastructure constructed and/or enhanced and completed as designed	Monitor progress (determine if SCMs are constructed as designed)	Review of as-built drawings and Professional Engineer Certification of Construction.	Once post construction.	N/A.	SCMs constructed are in substantial conformance with approved plans.	Reconstruct SCMs to be in substantial conformance with approved plans.
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Number of water quality improvement practices implemented	Document restoration actions	Count of the number of SCMs implemented.	Once after project execution is complete.	All SCMs implemented; all sites.	1.	N/A.
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Area of water quality improvement practices	Document area of restoration	Documentation of estimated area of project influence in sub-basin.	Once post construction.	N/A.	N/A.	N/A.
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Daily rainfall	Determine if rainfall sufficient for sampling	Automated rain gauge, with verification from the local weather station.	Daily until 7-10 suitable storm events are sampled.	One site near constructed SCMs.	Suitable rain events for monitoring generally consist of greater than 0.20 inches and less than 1.5 inches of rain.	Adjust duration of sampling for a sufficient number (7-10) of sampling events
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Flow	Help measure pollutant loadings (used along with concentrations)	Approved flow activated flow meters.	7-10 storm events.	Inflows and outflows for each storm event from SCMs constructed.	N/A.	Repair or replace flow meters.

Objectives	Parameter	Purpose	Method	Timing, Frequency, Duration	Sample Size and Sites	Performance Criteria	Potential Corrective Action(s)
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Total nitrogen (TN)	Monitor progress in reducing pollutant loadings	Flow weighted composite samples taken over the storm hydrograph.	7-10 storm events; typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a 36- hour period at outflow station, depending upon the time of concentration and flow into and out of the SCM.	Inflows and outflows for each storm event from SCMs constructed; each composite would include at least 6 evenly distributed sub- samples.	Average of 25% reduction in pollutant loading (inflow versus outflow) over the 7-10 storm events monitored.	Potential actions would vary depending on deviation from specified performance criteria, but could include baffle boxes, or additional plantings within the pond to increase pollutant removals.
2: Reduce pollutant loadings to target levels and improve water quality in the St. Joseph Bay watershed.	Total phosphorus (TP)	Monitor progress in reducing pollutant loadings	Flow weighted composite samples taken over the storm hydrograph.	7-10 storm events; typically, the samples would be composited over the inflow hydrograph at the inflow and for up to a 36-hour period at outflow station, depending upon the time of concentration and flow into and out of the SCM.	Inflows and outflows for each storm event from SCMs constructed; each composite would include at least 6 evenly distributed sub- samples.	Average of 50% reduction in pollutant loading (inflow versus outflow) over the 7- 10 storm events monitored.	Potential actions would vary depending on deviation from specified performance criteria, but could include baffle boxes, or additional plantings within the pond to increase pollutant removals.

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Monitoring for this project would include sampling from seven to ten storm events. If possible, monitored events would be discrete rainfall events generally consisting of greater than 0.20 inches and less than 1.5 inches of rain. However, this would depend on field conditions and storm events; actual rainfall may vary as well as the drainage area, amount of impervious area, and time of concentration. Monitoring would generally be conducted at two locations: inflows and outflows.

4 Monitoring Schedule

The schedule for project monitoring is shown in Table 4-1 by monitoring parameter.

Table 4-1 Monitoring Schedule

Monitoring Parameters	Pre-Execution	Post-Execution ¹
Infrastructure constructed and/or enhanced and completed as designed	N/A	X
Number of water quality improvement practices implemented	N/A	X
Area of water quality improvement practices	N/A	X
Daily rainfall	N/A	X
Flow	N/A	X
Total nitrogen (TN)	N/A	X
Total phosphorus (TP)	N/A	X
¹ Schedule for post-execution monitoring would depend on rainfall and storm events.		

5 Evaluation

As-built drawings would be compared to approved design drawings to determine the magnitude of any deviations from the approved plans. SCMs, total nitrogen and total phosphorus input and output loadings would be determined from the monitoring results and averaged over the 7-10 storm events to determine the percent reduction of pollutants across the SCMs. The calculated average percent reductions would be compared with the specified performance criteria.

The FL TIG anticipates conducting an evaluation of the monitoring data collected (as described above) to help answer the following questions:

- *Were the project restoration objectives achieved? If not, is there a reason why they were not met?* For example, the FL TIG anticipates comparing inflow and outflow data to determine whether water quality (including TN and TP levels) performance criteria has been met.
- *Did the restoration project produce unanticipated effects?* The FL TIG anticipates keeping track of unanticipated effects, as applicable, to help with future restoration planning efforts.
- *Were there unanticipated events unrelated to the restoration project that potentially*

affected the monitoring results (e.g., hurricanes)? The FL TIG anticipates keeping track of any unanticipated events, such as unusual climatic conditions, and using that information to determine whether the event impacted the restoration project or monitoring results.

- *Were any of the uncertainties identified prior to project implementation resolved?* The FL TIG would determine whether uncertainties were identified prior to the project, and if not, how these uncertainties may be identified prior to future restoration projects to help improve likelihood of success.
- *Were any new uncertainties identified?*

6 Data Management

Data Description

All data collected, analyzed, and reported will comply with the Chapter 62-160, Florida Administrative Code (F.A.C.), Quality Assurance, which is the FDEP rule that specifies the minimum field and laboratory quality assurance, methodology, reporting, auditing and data usability requirements for environmental data measurements for DEP programs.

Rainfall data collection will occur after implementation of the SCMs, and water quality will be sampled during each of the storm events. Rainfall data collection will occur at a site near the constructed SCMs and the flow-weighted water quality samples will be collected at suitable SCMs input and output location.

To the extent practicable, all environmental and biological data generated during monitoring activities will be documented using standardized field datasheets. If standardized datasheets are unavailable or not readily amendable to record Project-specific data, then Project-specific datasheets will be drafted prior to conducting any Project monitoring activities. Original hardcopy datasheets and notebooks and photographs will be retained by the Implementing Trustee.

Relevant Project data that are handwritten on hardcopy datasheets or notebooks will be transcribed (entered) into standard digital format. All field datasheets and notebook entries will be scanned to PDF files. Electronic data files should be named with the date on which the file was created and should include a ReadMe file that describes when the file was created and by whom, and any explanatory notes on the file contents. If a data file is revised, a new copy should be made and the original preserved.

All data will have properly documented FGDC/ISO metadata, a data dictionary (defines codes and fields used in the dataset), and/or a Readme file as appropriate (e.g., how data was collected, QA/QC procedures, other information about data such as meaning, relationships to other data, origin, usage, and format – can reference different documents).

Data Review and Clearance

Relevant Project data that are handwritten on hardcopy datasheets or notebooks will be transcribed (entered) into standard digital format. After transcription of the data, the electronic data sheets will be verified against the original hardcopy datasheets and/or notebooks and will make any corrections to transcription errors as appropriate before

data are used for any analyses or distributed outside of the agency. Implementing Trustees will verify and validate MAM data and information and will ensure that all data is i) entered or converted into agreed upon/commonly used digital format; ii) labeled with metadata following FGDC/ISO standards to the extent practicable and in accordance with Implementing Trustee agency requirements.

After any and all identified errors are addressed, data are considered to be QA/QC'ed. The implementing Trustee will give the other TIG members time to review the data before making such information publicly available (as described below). Before submitting the monitoring data and information package, co-Implementing Trustees shall confirm with one another that the package is approved for submission.

Data Storage and Accessibility

Once all data has been QA/QC'ed it will be submitted to the Restoration Portal. Trustees will provide DWH NRDA MAM data and information to the Restoration Portal as soon as possible and no more than one year from when data are collected.

Data Sharing

Data will be made publicly available, in accordance with the Federal Open Data Policy, through the DIVER Explorer Interface within one year of when the data collection occurred.

7 Reporting

Once all data have been reviewed for accuracy and completeness, they will be submitted to the Restoration Portal. Data will be made publicly available through the DIVER Explorer Interface.

8 Roles and Responsibilities

Data will be reviewed and submitted to the Restoration Portal by FDEP project personnel.

**CITY OF PORT ST JOE
1002 10th St
Port St Joe, Florida 32456
Office 850-299-1093 Fax 850-229-8973**

**DEVELOPMENT ORDER
0216-24**

Date: August 11, 2016

Type of Development Order: **Commercial Level 2 \$2,000**

Owner: Gateway Townhomes of St. Joe, LLC.

Address: 2730 Cumberland BLVD

City, ST, Zip: Smyrna, GA 30080

Phone: 770-431-9696

Contractor: To Be Determined

Address:

City, ST, Zip:

Phone:

Project Description: Garden Style Apartments

Project Address: Clifford Sims Drive

Current Zoning: R-3

Parcel ID: 04585-300R

Flood Zone: X

Impervious Surface: 12.3%

Renovation Area: 381,142 sq. ft.

Under Roof Building Area: 24,830 sq. ft.

Entire Building Area: 46,993 sq. ft.

Plan Building Setback: Front: 15' Rear: 15' L. Side: 10' R. Side: 10'

Was a Variance Issued for Project: **No**

If yes, what was issued:

NOTICE: This is not a Building Permit. Don't start construction, prior to being issued a permit from the City of Port St Joe Building Department, is **PROHIBITED**.

Owner and Building Contractors are required to meet all written conditions in this Development Order even if the site plan or other construction plans and documents are in conflict therewith. Even if a

Contractor signs for the development Order, it will be their responsibility to notify the property owner of the contents and requirements set forth in this order. The City of Port St Joe does not have the authority to enforce deed restrictions or covenants on properties. You are advised to check for any restrictions that may affect your property.

If any changes are made to the floor plan, areas of use or any part of the structure, then revised plans will be required and shall be submitted prior to the changes. A letter stating a request to amend the plans and Development Order shall accompany the plan amendments. Failure to submit these changes may result in the revocation of your Development Order. It is the responsibility of Owners and Contractors to verify that the property location is not under the jurisdiction of the U.S. Corp of Engineers, Dept. of Environmental Protection or any other state agency prior to the commencement of and development.

GENERAL CONDITIONS: It shall be the responsibility of the Developer/Applicant to provide, at its own cost, all infrastructure improvement, included but not limited to, water, sewer, sanitation facilities, fire hydrants and road/turn lane(s), as approved and required by the City. These infrastructure improvements may require the Developer/Applicant to make off-site improvements to the City's existing infrastructure system as Developer's/Applicant own cost. Signage of any type for anything must be applied for with a sign permit form and then approved prior to installation. The exception to that will be project that includes all the signage details and it is stated within this Order that the signage is approved with this Order. All structures shall have the required 911 address posted in 4" high reflective numbers. The address shall be visible up to 100' from the road. The address shall be posted towards the road that the address goes to regardless of the direction that the house or structure faces or location of the mailbox. If this is a multiple unit complex then the address will be posted as states above with additional address unit numbers posted upon each individual unit with regard to the same criteria as states above. The City may require a final land survey with any structure where a discrepancy may exist pertaining to a setback or buffered area. If there is a discrepancy then the City will not issue a C.O or a C.A until the matter has been resolved.

SPECIAL NOTES/CONDITIONS: See Attached

Your signature is an acceptance to all the requirements see forth within this Order and that you further understand that you are required to meet all the Codes and Ordinances within the City including violations found at a later date.

By signing this Order you agree to have full authorization to act on behalf of the Developer/Owner and you give authorization for the City of Port St Joe or EPCI to enter site at any time.

Gateway Townhomes of St. Joe, LLC

Applicant's Signature: By: [Signature] Date: 9/26/16

Planning/Zoning Review: 10/5/15 City Manager: [Signature] 9/26/16

Approved by the City Commission on 10/6/15

Type of Identification: _____ Notary Signature: _____

Development Order Requirements:

- ✓ 1. Developer will provide Surety in one of the forms provided in the LDR prior to issuance of development order.
- ✓ 2. Developer will provide proposal for a traffic route and second entrance solution for future phase development which prevents an increase in further traffic impact on Clifford Sims.
- ✓ 3. The "As Built" needs to show developer ownership and agreement expressing maintenance responsibilities. The "As Built" is to be recorded at the Court House.
- ✓ 4. The ownership agreement and guarantees agreement need to include (developer) ownership responsibilities stating that the owner (developer) assumes all responsibilities for maintenance of infrastructure, sewer, stormwater, gravity system. This needs to be provided prior the issuance of a development order. The City will only maintain the lift station and watermain.
- ✓ 5. Payment of impact and development fees of \$112,338 prior to issuance of Development Order.

9/26/16

August 15, 2019

**RE: Paces Foundation Phase II Traffic Study
Technical Advisory Committee Review**

The City Technical Advisory Committee reviewed the traffic study for the proposed phase II that will consist of (26) new units and makes the following recommendation.

- 1) That an additional entrance be required as per the phase I Development Order.
- 2) That 2.5 parking spaces per unit be required as per the City Land Development Regulations.
- 3) That a complete Development Order Package be submitted for full review by City Staff, the Planning Board, and the City Commission before a Development Order is issued as required by the Land Development Order Regulations for Phase II.

Traffic Impact Study

Gateway Apartments (Phase II) Port St Joe, FL

Prepared for:

LandTecCo Consulting, LLC
for use by
The Paces Foundation, Inc.

Prepared by:

HSA Consulting Group
1315 Country Club Road
Gulf Breeze, FL 32563

August 1, 2019



Traffic Impact Study
Gateway Apartments – Phase II
HSA Consulting Group, Inc.
August 1, 2019

INTRODUCTION

Gateway Apartments is an affordable multi-family housing project located on Clifford Sims Drive in Port St Joe, FL. **Exhibit 1** illustrates the project location and **Exhibit 2** presents the preliminary site plan. Phase I of the project included 50 apartment units and was constructed in 2017. The proposed Phase II will include 26 additional units to be located southeast of Phase I, with a connection to the existing Phase I driveway just north of Clifford Sims Drive. This study will estimate the project trip generation and distribution, and will evaluate the traffic impact on roadways in the area of the project. Additionally, the project driveway will be analyzed to ensure that the Phase II connection can be accommodated. The demand for parking at the existing Phase I units will also be evaluated, and a recommendation will be made regarding necessary parking spaces for Phase II.

PROJECT TRIP GENERATION

Trip Generation (ITE 10th edition) was used to estimate project trip generation and was the source for trip rates and enter/exit percentages. Land Use Category 221 (Mid-Rise Multi-Family Housing) was used for the analysis. (The proposed Phase II building will be three stories, which is consistent with the Mid-Rise definition in Trip Generation.) The calculations for AM and PM peak hour trips are shown below:

AM Peak Hour Trips (peak hour of adjacent street)

Trip rate = 0.36 per dwelling unit

Total AM peak hour trips = 9

Total entering (26%) = 2 Total exiting (74%) = 7

PM Peak Hour Trips (peak hour of adjacent street)

Trip rate = 0.44 per dwelling unit

Total PM peak hour trips = 11

Total entering (61%) = 7 Total exiting (39%) = 4

PROJECT TRIP DISTRIBUTION

Figures 1 and 2 illustrate the anticipated distribution of the AM and PM peak hour project volumes. Trips were distributed based on surrounding development and known traffic patterns. An AM and PM peak hour turning movement count conducted at the project entrance (the Clifford Sims Dr / Broad St intersection) also was used to estimate the initial split of project trips. Trips were assigned to significant roadways within a one-mile radius, consistent with the previous Phase I analysis. These roadways include Avenue A (from US 98 to SR 71), US 98 (from the Port St Joe north city limits to Avenue A, and from Avenue A to SR 71), and SR 71 (from US 98 to Avenue A, and north of Avenue A).

EXHIBIT 1 – Project Location



EXHIBIT 2 – Project Site Plan

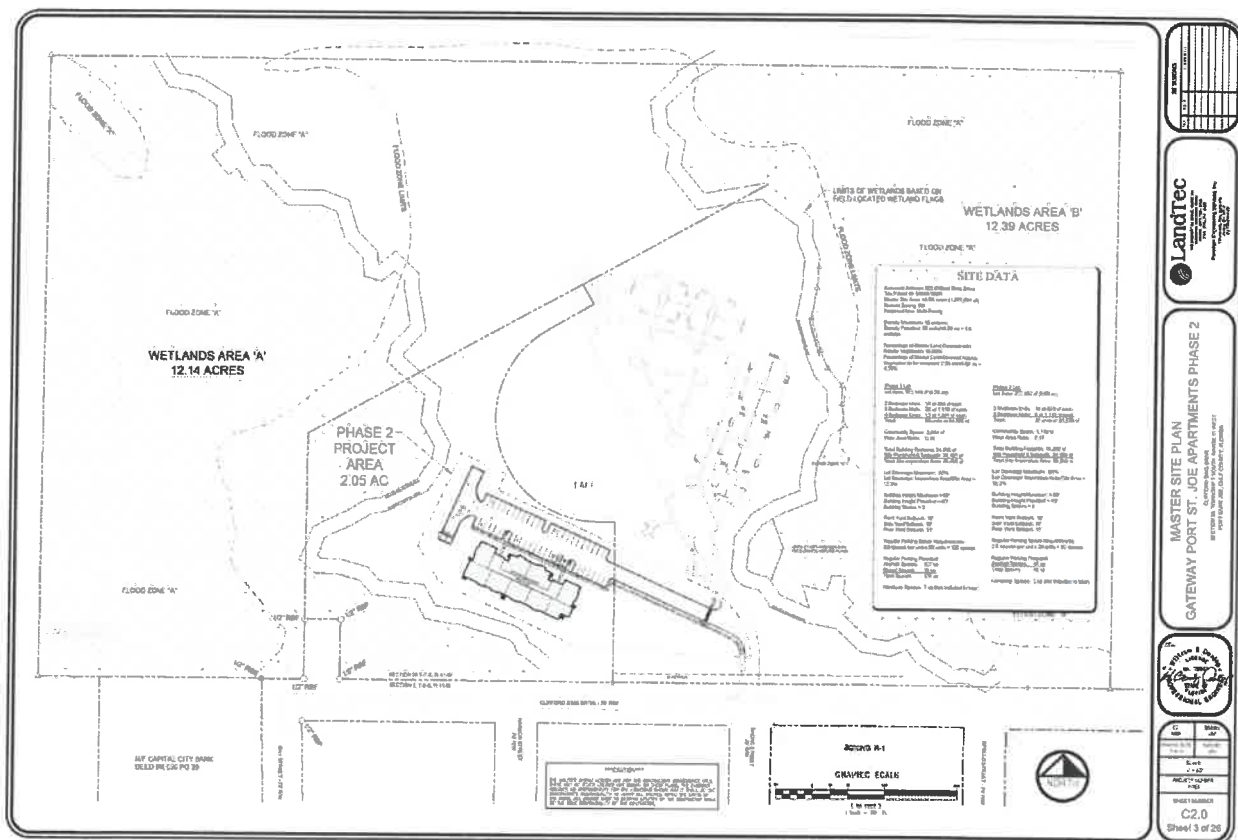


FIGURE 1
Distribution of AM Peak Hour Project Trips
Gateway Apartments - Phase II

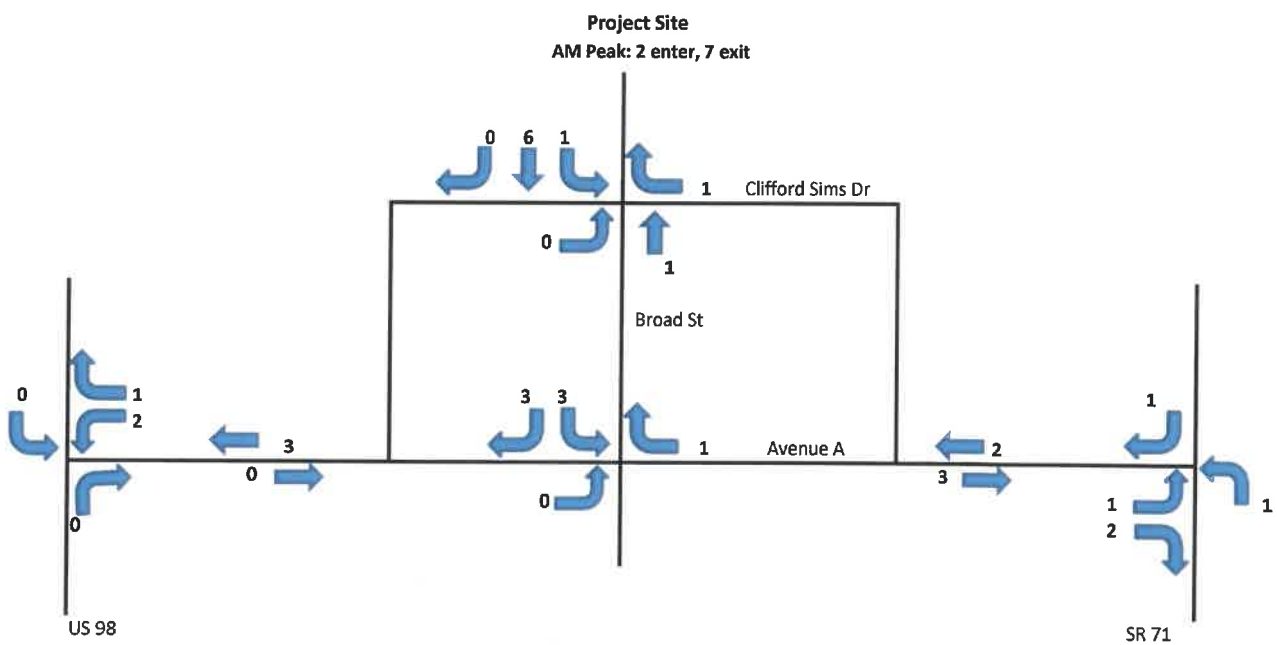
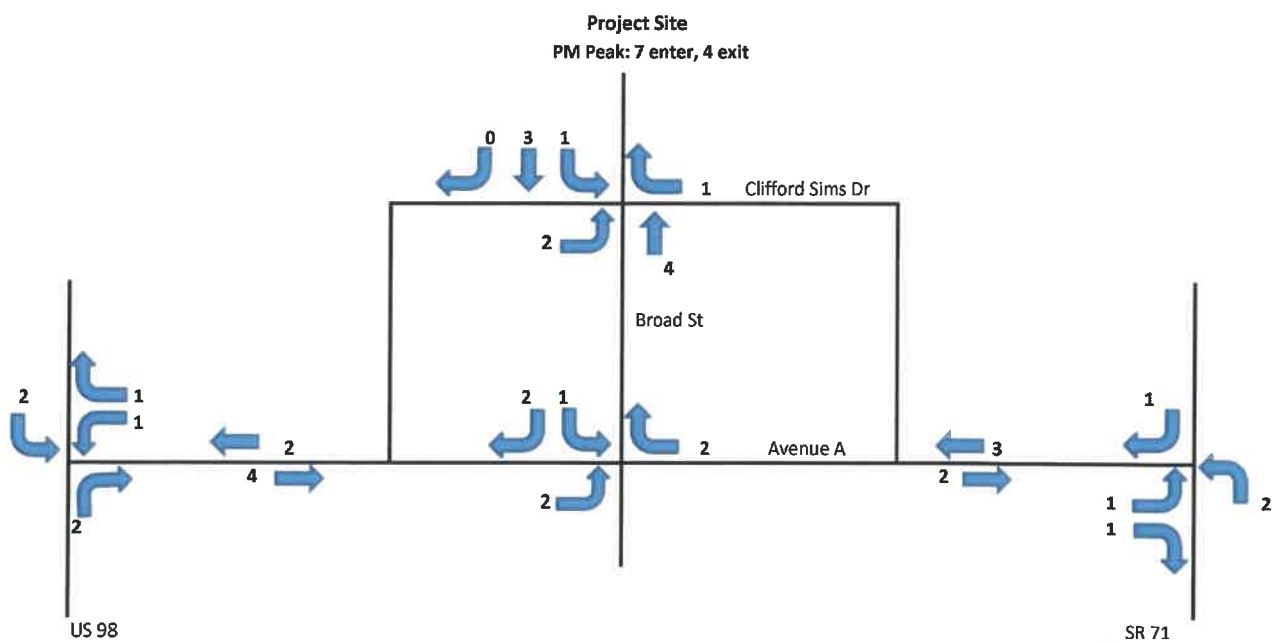


FIGURE 2
Distribution of PM Peak Hour Project Trips
Gateway Apartments - Phase II



EXISTING PEAK HOUR CONDITIONS

Existing AM and PM peak hour traffic conditions were analyzed for the roadway segments noted in the previous section. **Table 1** presents the existing AM and PM peak hour two-way volumes (raw and with FDOT seasonal and axle factors applied), peak hour two-way maximum allowable volume, and level of service (LOS). Existing volumes were obtained from the most recent FDOT traffic counts (printouts of the counts are presented in **Appendix A**), with the exception of the Avenue A count. Avenue A does not have an FDOT count station, so counts were obtained from the turning movement count conducted for the Phase I impact study. The maximum allowable volumes were obtained from the 2018 FDOT Quality / Level of Service Handbook, Table 6 – Generalized Peak Hour Two-Way Volumes for Florida’s Developed Areas Less Than 5000 Population. The FDOT recommended LOS target of C for all roadways outside of urbanized areas was assumed (although the city’s comprehensive plan refers to an adopted standard of D).

As **Table 1** shows, none of the maximum volumes were exceeded in the AM or PM peak hour. The existing LOS for all segments is B, with the exception of SR 71 from US 98 to Avenue A, which has an LOS of C.

TABLE 1
Existing Traffic Volumes and Level of Service - AM and PM Peak Hours

<u>Roadway Segment</u>	<u>FDOT</u>	<u>FDOT Raw Count*</u>		<u>FDOT Factored Count**</u>		<u>Max Vol</u> <u>at LOS C</u>	<u>Level of Service</u>	
	<u>Count Stn</u>	<u>AM Pk 2-way</u>	<u>PM Pk 2-way</u>	<u>AM Pk 2-way</u>	<u>PM Pk 2-way</u>	<u>Pk Hr 2-way</u>	<u>AM Pk</u>	<u>PM Pk</u>
US 98 from n. city limits to Ave A	511508	715	826	736	851	1670	B	B
US 98 from Avenue A to SR 71	511502	798	1037	772	1003	1670	B	B
SR 71 from US 98 to Avenue A	515013	289	352	277	337	2530	C	C
SR 71 north of Avenue A	511504	253	266	263	277	890	B	B
Avenue A from US 98 to SR 71	N/A	59	97	54	88	1690	B	B

* Avenue A count obtained from turning movement count conducted for Phase I impact study

** Seasonal and axle factors utilized as applicable

TRAFFIC IMPACT

Table 2 presents the existing plus project trips for the AM and PM peak hours and assesses the post-development level of service for each roadway segment. As shown in the table, none of the maximum volumes were exceeded in any of the peak hours with the addition of project trips. The impact of the Phase II project trips is minimal.

The impact was also reviewed for the significant intersections in the study area, including Avenue A / Broad Street, Avenue A / SR 71, and Avenue A / US 98. As Figures 1 and 2 showed, the Phase II project will result in very small increases in turn volumes at these intersections. The US 98 intersection currently has northbound right and southbound left turn lanes. The SR 71 intersection currently has eastbound left and right turn lanes, and the southbound right turn from SR 71 is a free-flow movement. The minimal Phase II impact will not result in the need for any improvements at these intersections.

PROJECT ENTRANCE

The access for the existing Phase I development is on the north side of Clifford Sims Drive, aligned with Broad Street. A turning movement count was conducted at this intersection on July 30 from 7:00 to 9:00am and 4:00 to 6:00pm. A printout of the count is included in **Appendix B**. **Table 3** presents the existing intersection volumes for the AM and PM peak hours, and adds the anticipated Phase II trips. An analysis of the total intersection trips (existing + Phase II trips) was conducted using Synchro software. Printouts of the analysis are presented in **Appendix C**. The results show that all movements have a level of service of A in both the AM and PM peak hours, with very little delay. The project access can clearly accommodate the Phase II project with no improvements required.

TABLE 2
Existing + Project Traffic Volumes and Level of Service - AM and PM Peak Hours

<u>Roadway Segment</u>	<u>Existing Volume</u>		<u>Project Trips - Phase II</u>		<u>Existing + Project Trips</u>		<u>Max Vol at LOS C Pk Hr 2-way</u>	<u>Level of Service</u>	
	<u>AM Pk 2-way</u>	<u>PM Pk 2-way</u>	<u>AM Pk 2-way</u>	<u>PM Pk 2-way</u>	<u>AM Pk 2-way</u>	<u>PM Pk 2-way</u>		<u>AM Pk</u>	<u>PM Pk</u>
US 98 from n. city limits to Ave A	736	851	1	3	737	854	1670	B	B
US 98 from Avenue A to SR 71	772	1003	2	3	774	1006	1670	B	B
SR 71 from US 98 to Avenue A	277	337	3	3	280	340	2530	C	C
SR 71 north of Avenue A	263	277	2	2	265	279	890	B	B
Avenue A from US 98 to SR 71	54	88	5	6	59	94	1690	B	B

TABLE 3
Clifford Sims Drive / Broad Street - Project Access Intersection
Existing Volumes and Phase II Trips

	<u>Northbound - Broad St</u>			<u>Southbound - Project Access</u>			<u>Eastbound - Clifford Sims Dr</u>			<u>Westbound - Clifford Sims Dr</u>		
	<u>Left</u>	<u>Thru</u>	<u>Right</u>	<u>Left</u>	<u>Thru</u>	<u>Right</u>	<u>Left</u>	<u>Thru</u>	<u>Right</u>	<u>Left</u>	<u>Thru</u>	<u>Right</u>
AM Peak (700 - 800)												
Existing volume	0	4	0	2	13	1	1	0	0	0	4	2
Phase II trips	0	1	0	1	6	0	0	0	0	0	0	1
Total	0	5	0	3	19	1	1	0	0	0	4	3
PM Peak (1630 - 1730)												
Existing volume	2	10	2	3	7	1	4	3	1	2	8	4
Phase II trips	0	4	0	1	3	0	2	0	0	0	0	1
Total	2	14	2	4	10	1	6	3	1	2	8	5

PARKING DEMAND

Section 5.08 of the Port St Joe Land Development Regulations requires multi-family residential projects to provide 2.5 parking spaces per dwelling unit. Based on observed parking usage at the existing Gateway Apartments (Phase I), this requirement appears to be excessive for this project. Observations were conducted on Sunday, July 28, 2019 in the late afternoon, and on Tuesday, July 30, 2019 in the early evening. In both of these timeframes, the number of occupied spaces was well below the total of provided spaces. On Sunday there were 41 occupied spaces, of 113 provided (36% occupied), and on Tuesday there were 42 occupied spaces (37% occupied). This is consistent with previously conducted observations which found that over 60% of provided spaces were unoccupied. Based on this information, **it is recommended that the parking requirements for the Phase II project be reduced to 1.5 spaces per dwelling unit.** This would result in 39 new parking spaces, rather than the 65 spaces that would be required under Section 5.08.

CONCLUSIONS

Trips to be generated by the proposed Gateway Apartments – Phase II development will be very low and are not anticipated to create significant traffic issues. The project will add a very minor number of trips to area roadways and will not result in LOS deficiencies or a need for any intersection improvements. The existing Phase I entrance is adequate to accommodate the future Phase II trips. The parking requirements for Phase II should be reduced to 1.5 spaces per dwelling unit, or 39 total spaces.

APPENDIX A
FDOT Traffic Counts
US 98 and SR 71

County: 51
 Station: 1508
 Description: SR 30(US98) - 325' W OF D AVE (@ E END OF RR OVER
 Start Date: 10/23/2017
 Start Time: 0600

Time	Direction: E					Direction: W					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	1	2	1	4	8	3	1	2	1	7	15
0100	2	2	2	0	6	1	3	0	1	5	11
0200	5	3	2	5	15	1	1	0	2	4	19
0300	3	0	1	2	6	1	2	3	1	7	13
0400	0	2	2	3	7	1	1	2	8	12	19
0500	4	3	7	11	25	7	5	7	7	26	51
0600	14	16	28	35	93	15	11	32	41	99	192
0700	42	102	138	96	378	45	46	73	109	273	651
0800	56	85	71	79	291	74	63	71	71	279	570
0900	63	73	49	71	256	71	63	82	79	295	551
1000	84	57	73	69	283	81	77	89	69	316	599
1100	73	75	57	97	302	75	77	83	73	308	610
1200	89	94	89	92	364	84	96	72	86	338	702
1300	91	89	105	90	375	98	91	84	91	364	739
1400	117	86	90	79	372	102	79	74	104	359	731
1500	107	92	61	96	356	102	76	97	104	379	735
1600	91	89	86	90	356	120	135	99	107	461	817
1700	112	74	66	70	322	92	120	101	85	398	720
1800	67	69	56	92	284	81	73	52	60	266	550
1900	51	60	63	33	207	54	43	59	59	215	422
2000	37	36	33	29	135	35	30	28	30	123	258
2100	24	27	18	15	84	18	12	13	10	53	137
2200	23	10	9	10	52	11	20	14	10	55	107
2300	9	13	8	0	30	11	8	2	5	26	56

24-Hour Totals: 4607 4668 9275

Direction: E			Direction: W			Combined Directions		
Hour	Volume		Hour	Volume		Hour	Volume	
A.M.	715	392	730	319		715	694	
P.M.	1315	401	1600	461		1545	820	
Daily	1315	401	1600	461		1545	820	

Truck Percentage 8.86 7.95 8.40

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
E	27	2714	1458	25	266	18	0	49	47	0	0	0	3	0	0	408	4607
W	21	2829	1447	26	237	17	0	39	47	3	0	0	2	0	0	371	4668

County: 51
 Station: 1508
 Description: SR 30(US98) - 325' W OF D AVE (@ E END OF RR OVER
 Start Date: 10/24/2017
 Start Time: 0600

Time	Direction: E					Direction: W					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	5	2	8	3	18	1	1	3	3	8	26
0100	2	3	0	3	8	4	0	1	5	10	18
0200	1	3	3	5	12	1	1	0	6	8	20
0300	4	0	1	0	5	2	0	4	1	7	12
0400	3	1	5	3	12	0	2	3	1	6	18
0500	4	4	10	11	29	7	4	7	10	28	57
0600	12	19	26	42	99	9	12	31	46	98	197
0700	49	95	133	98	375	37	51	73	94	255	630
0800	70	84	65	103	322	101	83	73	74	331	653
0900	53	56	74	81	264	73	56	70	61	260	524
1000	83	74	66	83	306	80	53	65	94	292	598
1100	84	97	94	103	378	76	82	88	92	338	716
1200	94	82	90	90	356	111	83	84	96	374	730
1300	112	75	86	90	363	97	90	78	105	370	733
1400	84	100	93	84	361	81	79	96	100	356	717
1500	89	79	83	93	344	97	105	90	91	383	727
1600	80	104	78	117	379	93	118	100	104	415	794
1700	102	78	83	86	349	109	98	138	100	445	794
1800	56	83	69	71	279	80	66	69	80	295	574
1900	56	73	43	47	219	61	59	54	46	220	439
2000	27	37	34	13	111	27	29	26	36	118	229
2100	24	23	20	19	86	29	24	28	28	109	195
2200	18	18	9	14	59	20	8	17	9	54	113
2300	9	14	10	9	42	12	2	3	10	27	69

24-Hour Totals: 4776 4807 9583

Direction: E			Direction: W			Combined Directions		
Hour	Volume		Hour	Volume		Hour	Volume	
A.M.	715	396	730	351		730	736	
P.M.	1615	401	1645	449		1615	832	
Daily	1615	401	1645	449		1615	832	

Truck Percentage 9.05 7.84 8.44

Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
E	31	2833	1480	32	250	20	5	57	57	1	0	0	10	0	0	432	4776
W	31	3054	1345	28	203	32	3	44	58	3	0	0	6	0	0	377	4807

County: 51
 Station: 1502
 Description: SR 30 (US98) - 225' W OF SR 71 (E OF 4TH ST)
 Start Date: 10/05/2016
 Start Time: 1000

Time	Direction: E					Direction: W					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	9	3	10	5	27	10	6	4	3	23	50
0100	9	5	4	4	22	2	2	3	3	10	32
0200	4	1	5	2	12	3	0	2	1	6	18
0300	0	0	1	2	3	5	4	4	3	16	19
0400	2	0	5	6	13	4	5	8	4	21	34
0500	7	5	6	10	28	5	6	7	14	32	60
0600	8	14	31	37	90	17	32	43	59	151	241
0700	38	100	127	114	379	43	55	92	120	310	689
0800	68	71	94	75	308	109	94	86	71	360	668
0900	68	73	83	90	314	83	92	78	100	353	667
1000	85	75	109	99	368	103	94	86	116	399	767
1100	89	114	130	92	425	117	104	98	111	430	855
1200	117	113	95	114	439	115	80	98	119	412	851
1300	104	86	88	111	389	113	95	96	96	400	789
1400	90	134	102	94	420	113	118	99	113	443	863
1500	135	76	93	121	425	147	94	108	124	473	898
1600	116	106	103	70	395	101	97	128	115	441	836
1700	158	132	158	93	541	136	97	122	90	445	986
1800	135	111	91	88	425	105	90	76	58	329	754
1900	89	84	106	87	366	76	99	72	62	309	675
2000	67	61	53	64	245	63	42	39	29	173	418
2100	45	46	33	35	159	23	25	16	23	87	246
2200	28	32	27	21	108	18	17	12	7	54	162
2300	24	13	9	9	55	16	13	7	3	39	94

24-Hour Totals: 5956 5716 11672

Direction: E			Direction: W			Combined Directions		
Hour	Volume		Hour	Volume		Hour	Volume	
A.M.	715	409	730	415		730	795	
P.M.	1700	541	1415	477		1645	988	
Daily	1700	541	1415	477		1645	988	

County: 51
 Station: 1502
 Description: SR 30 (US98) - 225' W OF SR 71 (E OF 4TH ST)
 Start Date: 10/06/2016
 Start Time: 1000

Time	Direction: E					Direction: W					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	17	5	16	5	43	11	7	14	10	42	85
0100	8	6	4	6	24	8	3	4	8	23	47
0200	6	3	5	3	17	2	5	7	3	17	34
0300	4	3	5	3	15	1	2	6	3	12	27
0400	3	5	3	2	13	3	2	5	9	19	32
0500	8	6	7	9	30	7	6	11	9	33	63
0600	17	22	22	37	98	22	31	23	55	131	229
0700	54	111	113	147	425	70	60	76	106	312	737
0800	73	87	92	108	360	116	81	83	100	380	740
0900	97	72	85	75	329	88	103	104	100	395	724
1000	96	72	83	93	344	91	106	92	114	403	747
1100	94	131	96	105	426	90	109	119	121	439	865
1200	118	128	115	115	476	127	135	150	136	548	1024
1300	137	124	126	105	492	125	122	106	125	478	970
1400	119	110	132	88	449	121	122	101	141	485	934
1500	111	145	107	126	489	125	109	122	114	470	959
1600	107	129	117	147	500	116	130	122	130	498	998
1700	178	111	108	122	519	133	114	115	120	482	1001
1800	120	112	94	131	457	117	102	99	88	406	863
1900	119	76	101	89	385	98	75	90	72	335	720
2000	62	70	51	62	245	70	68	57	54	249	494
2100	51	46	54	33	184	57	47	25	20	149	333
2200	33	22	26	15	96	18	28	21	8	75	171
2300	28	17	18	20	83	9	8	18	13	48	131

24-Hour Totals: 6499 6429 12928

			Peak Volume Information		Combined Directions	
Direction: E		Volume	Direction: W		Volume	
Hour	Volume		Hour	Volume		
A.M.	715	444	845	395	715	802
P.M.	1615	571	1200	548	1615	1086
Daily	1615	571	1200	548	1615	1086

County: 51
 Station: 5013
 Description: SR 71 - 450' S OF GARRISON AVE, PORT ST. JOE
 Start Date: 10/23/2017
 Start Time: 0600

Time	Direction: N					Direction: S					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	0	1	1	0	2	2	1	0	0	3	5
0100	1	0	0	0	1	0	1	0	2	3	4
0200	3	2	0	1	6	0	3	0	1	4	10
0300	0	4	0	1	5	0	2	0	0	2	7
0400	0	0	0	4	4	0	2	2	5	9	13
0500	0	1	1	4	6	4	0	6	6	16	22
0600	6	5	12	13	36	11	5	14	31	61	97
0700	18	13	16	27	74	28	31	50	35	144	218
0800	25	23	25	23	96	36	41	28	39	144	240
0900	42	42	33	35	152	51	34	39	41	165	317
1000	50	35	49	54	188	47	44	28	35	154	342
1100	38	33	39	36	146	47	42	53	48	190	336
1200	33	38	49	48	168	48	41	29	39	157	325
1300	45	36	56	48	185	35	38	32	35	140	325
1400	49	47	41	47	184	41	30	42	35	148	332
1500	47	42	51	43	183	40	31	35	37	143	326
1600	42	38	38	40	158	45	37	35	32	149	307
1700	44	34	33	28	139	27	45	33	24	129	268
1800	26	29	27	17	99	14	22	19	12	67	166
1900	23	20	24	21	88	12	11	19	10	52	140
2000	21	12	12	12	57	9	8	10	3	30	87
2100	14	5	8	3	30	9	6	3	2	20	50
2200	9	4	5	11	29	5	5	2	3	15	44
2300	6	3	3	4	16	1	0	1	2	4	20

24-Hour Totals: 2052 1949 4001

Direction: N			Peak Volume Information			Direction: S			Combined Directions		
Hour	Volume		Hour	Volume		Hour	Volume		Hour	Volume	
A.M.	845	140		845	163		845	303			
P.M.	1330	200		1200	157		1330	338			
Daily	1330	200		1115	191		1000	342			

County: 51
 Station: 5013
 Description: SR 71 - 450' S OF GARRISON AVE, PORT ST. JOE
 Start Date: 10/24/2017
 Start Time: 0600

Time	Direction: N					Direction: S					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	1	2	4	3	10	2	1	4	3	10	20
0100	1	2	2	1	6	4	1	1	2	8	14
0200	0	1	0	2	3	2	0	2	0	4	7
0300	1	3	0	0	4	0	1	0	0	1	5
0400	0	0	0	5	5	3	0	0	1	4	9
0500	4	5	5	2	16	2	2	5	8	17	33
0600	13	7	12	12	44	3	18	19	21	61	105
0700	11	9	28	31	79	34	38	36	41	149	228
0800	26	15	20	41	102	41	25	41	37	144	246
0900	27	35	36	38	136	31	31	36	55	153	289
1000	32	52	37	40	161	41	39	44	46	170	331
1100	43	39	40	39	161	32	45	46	41	164	325
1200	42	40	45	47	174	48	31	43	50	172	346
1300	52	33	44	49	178	40	30	43	43	156	334
1400	51	46	36	55	188	40	49	36	35	160	348
1500	48	44	47	44	183	34	38	27	31	130	313
1600	49	44	34	34	161	29	31	31	41	132	293
1700	52	39	42	31	164	39	35	15	32	121	285
1800	21	23	21	26	91	19	13	17	23	72	163
1900	18	15	28	18	79	28	7	8	12	55	134
2000	10	11	10	6	37	9	15	5	2	31	68
2100	11	7	14	12	44	6	4	10	0	20	64
2200	3	3	7	2	15	4	4	2	4	14	29
2300	5	4	0	6	15	1	1	3	2	7	22

24-Hour Totals: 2056 1955 4011

		Peak Volume Information				Combined Directions	
Direction: N		Direction: S					
Hour	Volume	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845 139	715	156	845	274		
P.M.	1445 194	1330	175	1330	365		
Daily	1445 194	1115	180	1330	365		

County: 51
 Station: 1504
 Description: SR 71 - 1250' N OF RR TRACKS (N OF ARENA RD)
 Start Date: 10/06/2016
 Start Time: 1000

Time	Direction: N					Direction: S					Combined Total
	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	
0000	1	1	1	2	5	5	6	5	6	22	27
0100	1	0	1	3	5	6	2	2	5	15	20
0200	0	2	0	1	3	1	0	1	8	10	13
0300	1	2	0	0	3	0	0	0	0	0	3
0400	0	0	0	0	0	2	0	4	2	8	8
0500	0	2	0	3	5	1	2	5	10	18	23
0600	4	12	9	4	29	10	6	10	18	44	73
0700	14	7	25	17	63	22	40	55	56	173	236
0800	14	15	19	11	59	24	28	26	29	107	166
0900	30	19	19	14	82	18	27	19	25	89	171
1000	17	10	12	15	54	25	17	22	16	80	134
1100	15	13	25	18	71	23	19	27	22	91	162
1200	26	20	20	21	87	21	25	21	15	82	169
1300	18	26	22	26	92	22	26	23	23	94	186
1400	21	20	23	41	105	19	24	22	17	82	187
1500	28	15	29	27	99	23	23	21	20	87	186
1600	34	44	17	30	125	28	26	32	21	107	232
1700	55	32	35	26	148	33	37	13	26	109	257
1800	23	14	23	22	82	17	31	23	22	93	175
1900	22	19	18	11	70	25	30	20	14	89	159
2000	13	25	15	14	67	13	12	10	5	40	107
2100	27	21	9	11	68	17	7	6	9	39	107
2200	7	4	5	3	19	8	4	10	6	28	47
2300	2	2	5	5	14	3	4	2	4	13	27

24-Hour Totals: 1355 1520 2875

Direction: N			Peak Volume Information			Direction: S			Combined Directions		
Hour	Volume		Hour	Volume		Hour	Volume		Hour	Volume	
A.M.	830	79		715	175		715	238			
P.M.	1645	152		1630	123		1615	258			
Daily	1645	152		715	175		1615	258			

Truck Percentage 9.37 10.39 9.91

Classification Summary Database																	
Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
N	7	803	418	18	52	23	4	22	7	1	0	0	0	0	0	127	1355
S	6	905	451	15	73	24	1	32	12	0	0	0	1	0	0	158	1520

Generated by SPS 5.0.53P

APPENDIX B

AM and PM Peak Hour Turning Movement Count

Clifford Sims Drive / Broad Street – Gateway Apt Driveway

HSA CONSULTING GROUP, INC.
1315 COUNTRY CLUB RD.
GULF BREEZE, FLA. 32563

ALL VEHICLES

INTERSECTION OF

Clifford Sims Drive

&

Broad Street - Gateway Apartments

COUNT DATE:

30-Jul-19

FILE NAME: CSims&Broad tmc.xls

Time	Gateway Apartments Southbound			Clifford Sims Dr Westbound			Broad St Northbound			Clifford Sims Dr Eastbound			TOTAL
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
7:00	1	1	0	0	2	1	0	0	0	0	0	0	5
7:15	0	4	0	0	0	0	0	2	0	0	0	0	6
7:30	1	2	1	0	1	0	0	0	0	1	0	0	6
7:45	0	6	0	0	1	1	0	2	0	0	0	0	10
TOTAL	2	13	1	0	4	2	0	4	0	1	0	0	27
8:00	0	3	0	0	0	0	0	0	0	0	1	0	4
8:15	0	3	0	0	1	0	0	1	0	0	0	0	5
8:30	0	1	0	0	0	0	0	0	0	0	0	1	2
8:45	1	1	0	0	0	0	0	2	0	0	0	0	4
TOTAL	1	8	0	0	1	0	0	3	0	0	1	1	15
16:00	0	3	0	1	0	0	0	3	0	0	1	0	8
16:15	0	1	0	1	2	1	0	2	0	0	0	1	8
16:30	2	5	0	0	1	0	1	3	1	1	2	0	16
16:45	1	0	0	1	2	2	0	1	1	1	0	0	9
TOTAL	3	9	0	3	5	3	1	9	2	2	3	1	41
17:00	0	1	0	0	2	2	1	4	0	1	0	0	11
17:15	0	1	1	1	3	0	0	2	0	1	1	1	11
17:30	0	1	0	0	3	2	0	4	0	0	1	0	11
17:45	0	2	1	1	1	1	0	2	0	0	0	0	8
TOTAL	0	5	2	2	9	5	1	12	0	2	2	1	41

PEAK HOUR DATA 7:00 TO 9:00

PEAK HR START TIME

7:00

	Gateway Apartments Southbound			Clifford Sims Dr Westbound			Broad St Northbound			Clifford Sims Dr Eastbound			TOTAL
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
PEAK HR TOTALS	2	13	1	0	4	2	0	4	0	1	0	0	27
% OF APPROACH	12.5%	81.3%	6.3%	0.0%	66.7%	33.3%	0.0%	100.0%	0.0%	100.0%	0.0%	0.0%	
PEAK HR FACTOR	0.667			0.500			0.500			0.250			

PEAK HOUR DATA 16:00 TO 18:00

PEAK HR START TIME

16:30

	Gateway Apartments Southbound			Clifford Sims Dr Westbound			Broad St Northbound			Clifford Sims Dr Eastbound			TOTAL
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
PEAK HR TOTALS	3	7	1	2	8	4	2	10	2	4	3	1	47
% OF APPROACH	27.3%	63.6%	9.1%	14.3%	57.1%	28.6%	14.3%	71.4%	14.3%	50.0%	37.5%	12.5%	
PEAK HR FACTOR	0.393			0.700			0.700			0.667			

120

APPENDIX C

AM and PM Peak Hour Synchro Analysis (with Phase II trips)

Clifford Sims Drive / Broad Street – Gateway Apt Driveway

Intersection

Int Delay, s/veh 0.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	0	0	0	4	3	0	5	0	3	19	1
Future Vol, veh/h	1	0	0	0	4	3	0	5	0	3	19	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	0	0	4	3	0	5	0	3	21	1

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	7	0	0	0	0	0	19	9	0	11	8	6
Stage 1	-	-	-	-	-	-	2	2	-	6	6	-
Stage 2	-	-	-	-	-	-	17	7	-	5	2	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1614	-	-	-	-	-	995	886	-	1007	887	1077
Stage 1	-	-	-	-	-	-	1021	894	-	1016	891	-
Stage 2	-	-	-	-	-	-	1002	890	-	1017	894	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1614	-	-	-	-	-	975	885	-	-	886	1077
Mov Cap-2 Maneuver	-	-	-	-	-	-	975	885	-	-	886	-
Stage 1	-	-	-	-	-	-	1020	893	-	1015	891	-
Stage 2	-	-	-	-	-	-	978	890	-	1010	893	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	7.2	0	-	-
HCM LOS	-	-	-	-

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1614	-	-	-	-	-	-
HCM Lane V/C Ratio	-	0.001	-	-	-	-	-	-
HCM Control Delay (s)	-	7.2	0	-	0	-	-	-
HCM Lane LOS	-	A	A	-	A	-	-	-
HCM 95th %tile Q(veh)	-	0	-	-	-	-	-	-

Intersection												
Int Delay, s/veh	6.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	3	1	2	8	5	2	14	2	4	10	1
Future Vol, veh/h	6	3	1	2	8	5	2	14	2	4	10	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	3	1	2	9	5	2	15	2	4	11	1

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	14	0	0	4	0	0	40	36	4	42	34	12
Stage 1	-	-	-	-	-	-	18	18	-	16	16	-
Stage 2	-	-	-	-	-	-	22	18	-	26	18	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1604	-	-	1618	-	-	964	856	1080	961	859	1069
Stage 1	-	-	-	-	-	-	1001	880	-	1004	882	-
Stage 2	-	-	-	-	-	-	996	880	-	992	880	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1604	-	-	1618	-	-	951	852	1080	943	855	1069
Mov Cap-2 Maneuver	-	-	-	-	-	-	951	852	-	943	855	-
Stage 1	-	-	-	-	-	-	997	876	-	1000	881	-
Stage 2	-	-	-	-	-	-	982	879	-	969	876	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	4.4	1	9.2	9.1
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	883	1604	-	-	1618	-	-	889
HCM Lane V/C Ratio	0.022	0.004	-	-	0.001	-	-	0.018
HCM Control Delay (s)	9.2	7.3	0	-	7.2	0	-	9.1
HCM Lane LOS	A	A	A	-	A	A	-	A
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0.1

Port St. Joe Plan Review

Review Date: 7-31-2019 Reviewed By: K. Simpson

Owner: _____ Contractor: _____

Address: C.G. Carter Blvd Parcel ID: 04814-002R

Residential: _____ Commercial: ☒

Project Description: 50' x 40'

Type of Development Order: Major Commercial

Zoning: C1-A Density Units allowed: _____ Proposed Density Units: _____

Flood Zone: X Seaward of CCCL? _____ Date of DEP permit if required: _____

Elevation First Finished Floor: _____

Lot Size: 100' x 140' Covered Area Sq. Ft.: 2400 11,062 total

House H/C: _____ House Footprint: _____ Garage: _____

Porches: _____ Deck/patio: _____ Shed: _____

Pool/Decking: _____ Driveway: _____ Other: _____

Height Allowed: 60' Height Proposed: 20'

Impervious Surface Allowed: 90% Proposed: 63%

Setbacks required: Front: 0' Rear: 10' Left: 0' Right: 0'

Setbacks proposed: Front: 10' Rear: 10' Left: 0' Right: 36'

Notes: Auto Repair Garages: 2 spaces for each
3 employees, plus one ^{space} for each service bay.
1 ADA space provided
3 Bays, P+3+CC.

Recommendations: _____

Stormwater 5 vs. (2 year) requirement

AFFIDAVIT OF
PROOF OF PUBLICATION
(S.50.051, FS)

THE STAR

Published Weekly
Port St Joe, Gulf County Florida
STATE OF FLORIDA
COUNTY OF GULF

Before the undersigned authority personally appeared
That he/she is Advertising Sales Rep of the The Star

Robin Hoxie,
who on oath says a weekly newspaper published at
149 W. Hwy 98 Gulf County, Florida; that the attached
copy of advertisement, being in the matter of

SEE ATTACHED

was published in said newspaper in the

issue(s) of July 18, 2019

Affiant further says *The Star* is a newspaper published at
49 W. Hwy 98, in said Gulf County
Florida and that said newspaper has heretofore been
continuously published in said Gulf County, Florida,
and each Thursday and has been entered as second class
mail matter at the post office in Port St Joe, Gulf County,
for a period of 1 year next preceding the first
publication of the attached copy of advertisement; and
affiant further says that he or she has neither paid nor
promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing
this advertisement for publication in the said newspaper.

born to and subscribed before me this

18th day of July, 2019

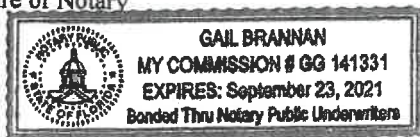
Robin Hoxie, who is

personally known to me or who has produced

(type of identification),
Identification.

Gail Brannan

Signature of Notary



Print, Type, or Stamp Commissioned
Name of Notary Public

PUBLIC NOTICE

Public Hearings will be held at the Planning and Development
Review Board (PDRB) Regular Meeting on **Tuesday, August 6,**
2019 at 4:00 P.M. EST in the Ward Ridge Building, 2775 Garrison
Ave. Port St. Joe, Fl. 32456. The City Commissioners' Regular
Meeting will be held **Tuesday, August 20, 2019 at 12:00 P.M.**
EST. at the Ward Ridge Building, 2775 Garrison Ave. Port St. Joe,
Fl. 32456 to discuss and act on the following:

**Development Order request for proposed construction
of St. Joe Tire, on Parcels 04814-003R & 04814-002R on
Cecil G. Costin BLVD**

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

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

NR-4521603

July 22, 2019

To Whom it May Concern,

RE: Parcels 04814-003R & 04814-002R (Between Tyndall & Badcock on C. G. Costin BLVD)
Port St. Joe, Florida 32456

This letter is to inform you of your neighbor's, Marcus Ferguson, intent to file for a development order in reference to proposed construction of St. Joe Tire. The City of Port St. Joe Planning and Development Review Board will hold a meeting to discuss and act on the request for this development order on Tuesday, August 6, 2019, at 4:00 PM EST, at the Commission Chamber in the Ward Ridge Building located at 2775 Garrison Ave. Port St. Joe, FL 32456.

The City Commissioners' Regular Meeting will be held Tuesday, August 20, 2019 at 12:00 P.M. Est. at the Ward Ridge Building, 2775 Garrison Ave. Port St. Joe, FL 32456 at which the development order will be discussed and acted upon. The proposed plans can be reviewed at the Building Department located at 1002 Tenth Street and I can be reached for questions at (850) 229-1093.

Thank you,

Kelly Simpson
EPCI Code Administration Services
City of Port St. Joe Building Department

**CITY OF PORT ST. JOE PLANNING DEPARTMENT
DEVELOPMENT ORDER APPLICATION PACKET**

INCOMPLETE SUBMITTALS WILL NOT BE REVIEWED

(The Building Department requires separate forms and fees to obtain building permits.)

NOTE: THE ADDRESS OF THE PROPERTY MUST BE POSTED PRIOR TO SUBMITTAL.

1. _____ Two complete sets of plans, drawn to scale.
Including: A site plan with square feet of living, total square feet, impervious surface, and setbacks.

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

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

2. _____ Development Order Packet
3. _____ New Address application
4. _____ Complete City water meter impact form
5. _____ Complete Driveway permit application

(Please refer to City of Port St. Joe's Land Development Regulations)

DESCRIPTION

Project Address 509 Hwy 71 PST. FL 32456
Lot Square Footage: 13,948.89 sf Dwelling Square Footage: 2,400 sf
Driveway Square Footage: 492.38 sf Accessory Building Square Footage: N/A
Pool Square Footage: N/A Patio/Deck Square Footage: N/A
Setbacks: Front: _____ Left Side: _____
Rear: 10' Right Side: _____
Floor Area Ratio: 0.17 Lot Coverage: 11,062.60 sf
Building Height in Feet: 17.67' Impervious Surface: 8,863.03 sf (63.54%)
Landscape Buffers: (height x width) _____ Elevation: _____
Applicant Name Marcus Felix Applicant Address 21104 FRONT BEACH RD APT 201 - PCB FL 32450-358-1157 Phone Number _____

Applicant Signature _____

Date 7-15-19

Project Address: 509 Highway 71 Port St. Joe, FL 32456

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

From Rear Property Line: 10' From Primary Structure: _____

Are trees to be removed from the said property?

(If yes, attach a tree location map) PALM TREE @ NE PROPERTY CORNER

Is a Conservation Easement required? (For DEP jurisdictional lands)

Are there any yard encroachments?

(Y) N

Y N
Y N

Are any of the following located on the said property?

Protected habitat

Archaeological site

Historical site

Wetlands

Protected species

Conservation site

Flood zone classification other than X-(Other will require elevation certificate)

Y N

Y N

Y N

Y N

Y N

Y N

Y N

Which of the following will be placed, conducted or located in this property:

Waterwells

Radio, Television antenna or satellite dish

Home business

Swimming Pool


Y N

Y N

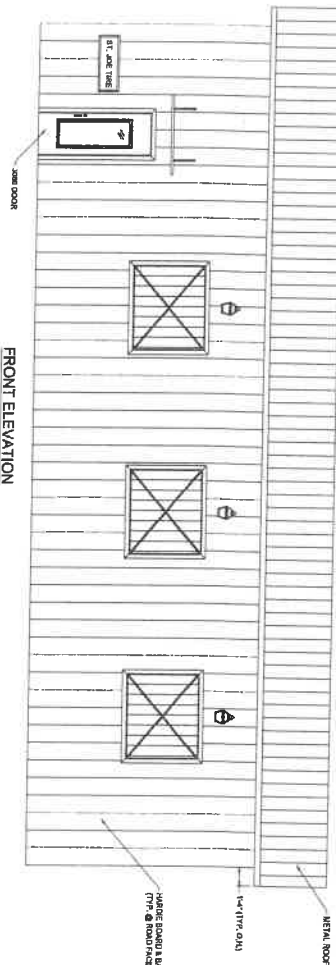
Y N

Y N

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

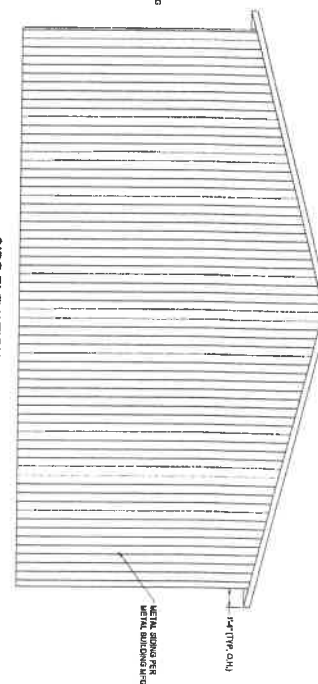
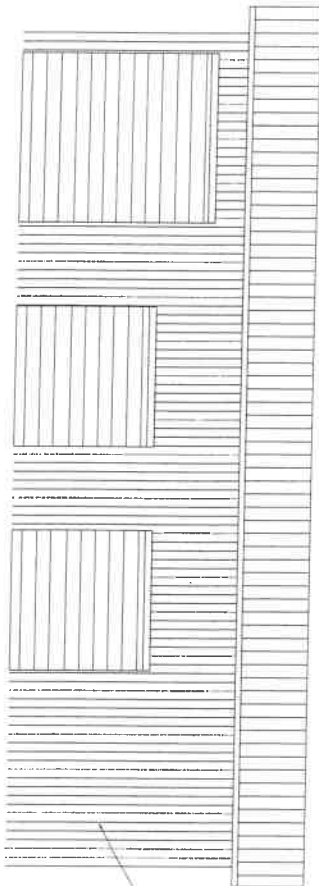
 (SE)
Applicant's Signature

7/31/19
Date

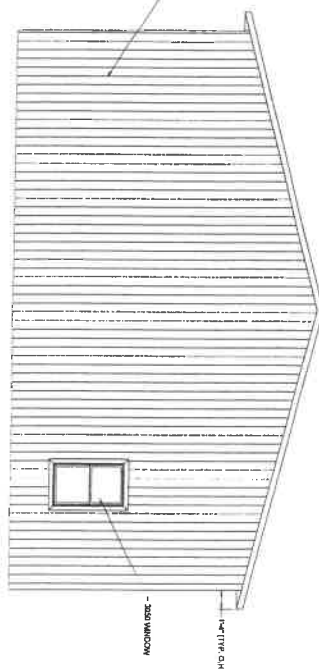


FRONT ELEVATION
 $\frac{1}{4}" = 1'$

SIDE ELEVATION
1/4" = 1'

METAL SIDINGS PER
METAL BUILDING MFG.

REAR ELEVATION
 $\frac{1}{4}'' = 1'$



SIDE ELEVATION
 $\frac{1}{4}" = 1'$

NOTE:
THIS PLAN SET IS FOR CONCEPTUAL USE ONLY. RETAIL BUILDING MANUFACTURER SHALL PRODUCE FINAL FLOOR PLANS AND ELEVATIONS PRIOR TO CONSTRUCTION.

129

PRELIMINARY ARCH ELEVATION

ST. JOE TIRE
PORT ST. JOE, FLORIDA

PROJECT NUMBER: 19-787-01

REVISIONS:

DESIGNED BY:	DRAWN BY:	CHECKED BY:
H. BAUMBARDNER	H. JORDAN	J. HUSBAND

FOR: MARK FERGUSON
21104 FRONT BEACH ROAD
PANAMA CITY BEACH, FL 32413

PROFESSIONAL ENGINEER
L. JACK HUSBAND, III P.E.
LICENSE NUMBER 65105

SCE
SOUTHEASTERN
CONCRETE ENGINEERS, INC.
P.O. BOX 141
WEAHTCHEA, FL 32405
(850) 639-3860
LE/29064

51



SOUTHEASTERN
CONSULTING ENGINEERS, INC.

ST. JOE TIRE COMMERCIAL BUILDING PERMIT DRAWINGS

SECTION	1	TOWNSHIP	BS	RANGE	11W
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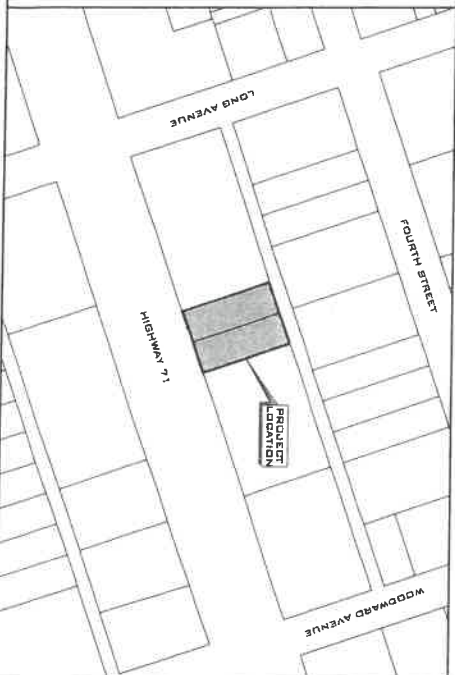
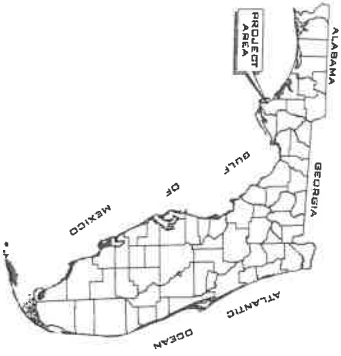
509 HIGHWAY 71
PORT ST. JOE, FL 32456
GULF COUNTY PARCEL NO. 04814-002R & 04814-003R
FOR

MARCUS FERGUSON

PROJECT VICINITY

LOCATION MAP

SHEET INDEX



SHEET	SHEET NAME
DVR	COVER SHEET
G1	GENERAL NOTES
G2	EXISTING CONDITIONS
G3	DRAINAGE BASIN MAP
G4	SITE PLAN
G5	GRADING PLAN
D1	UTILITY PLAN

130

COVER SHEET

ST. JOE TIRE
509 HIGHWAY 71
PORT ST. JOE, FL 32456

SEAL, LICENSE
PROFESSIONAL ENGINEER
C. JACK HUBBARD, P.E., 03
LICENSE NUMBER 89154-B

SCE
SOUTHEASTERN
CONSULTING ENGINEERS, INC.
P.O. BOX 141
NEWPORT, FL 32465
(904) 635-8160
LEF 29084

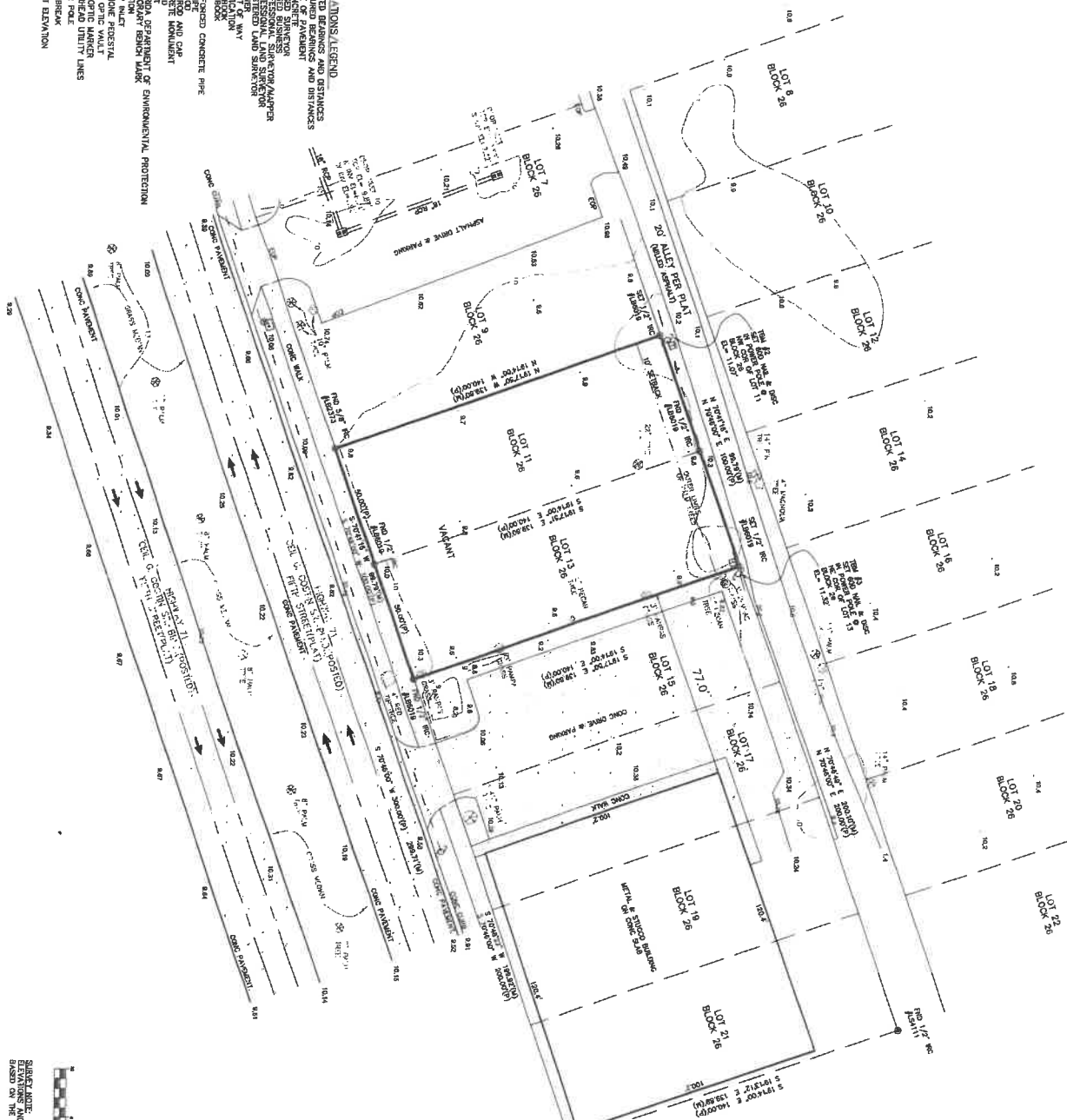
PROJECT NUMBER: 19-787-01
DESIGNED BY: H. BAUMBARDNER
DRAWN BY: H. BAUMBARDNER
CHECKED BY: J. HUBBARD
FOR: MARCUS FERGUSON
21104 FRONT BEACH ROAD
APT 201
PANAMA CITY BEACH, FL 32413

DATE: 7/23/19
SHEET NO.
CVR

EROSION CONTROL NOTES

- 131

ST. JOE TIRE
509 HIGHWAY 71
PORT ST. JOE, FL 32456

[illegible]

132

1 inch = 50 ft.
SURVEY NOTE:
ELEVATIONS AND CONTOURS SHOWN HEREON ARE TRUE ELEVATIONS
BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

GRAPHIC SCALE
(IN FEET)

REVISIONS:		
DATE	BY	ITEM

EXISTING CONDITIONS

**ST. JOE TIRE
509 HIGHWAY 71
PORT ST. JOE, FL 32456**

PROFESSIONAL ENGINEER
6, JACK HUSBAND, P.E.
LICENSE NUMBER 0918

SCE
SOUTHEASTERN
CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEAHHATCHEA, FL 32465
(904) 632-3340

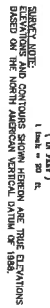


SCE
SOUTHEASTERN
CONSULTING ENGINEERS, INC.
P.O. BOX 141
WEAHTITCHEA, FL 32405
(950) 639-3860
LB# 29084



LITERATURE

-f = LINE BREAK
0.7 = SPOT ELEVATION



GRADING PLAN

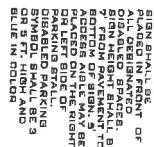
ST. JOE TIRE
509 HIGHWAY 71
PORT ST. JOE, FL 32456

C4	DATE: 7/21/19	PROJECT NUMBER: 19-787-01			REVISIONS:		
		DESIGNED BY: H. BAUMGARDNER	DRAWN BY: H. BAUMGARDNER	CHECKED BY: J. HUBBARD	DATE	BY	ITEM
		FOR: MARCUS FERGUSON 21104 FRONT BEACH ROAD APT 201 PANAMA CITY BEACH, FL 32413					

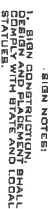
REAL ESTATE
PROFESSIONAL ENGINEER
L. JACK HUBBARD, P.E. III
LICENSE NUMBER 09100







D1 N.T.S.



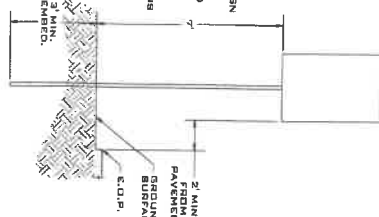
D1 N.T.S.



7 SWMF 01 LAYOUT DETAIL
D1 N.T.S.



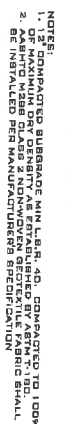
D1 N.T.9



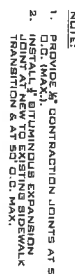
D1 N.T.S



D1 N.T.



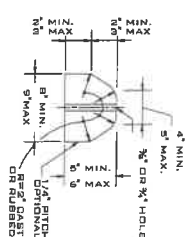
D1 N.T.S.



D1 N.T.S



D1 N.T.S



D1 N.T.S





Chester Davis - President
Dannie Bolden - Vice President
Johnny Bryant - Treasurer
Lynn Peters - Secretary
www.redevelopingnpsj.org

August 12, 2019

To whom it may concern:

Bay and Jackson Counties have recently hosted successful Housing Resource Fairs that have brought together a wide range of Federal funding providers, commercial lenders, contractors, realtors and others essential to improving the current regional housing situation.

North Port St. Joe Project Area Coalition is planning a similar Resource Fair aimed primarily at the residents of Gulf and Franklin County, to be held at the Constitution Hall, Constitution Avenue, Port St. Joe on September 14 between 9:00am 4:00pm.

The PAC is inviting local businesses that have an interest in any aspect of housing, home construction and improvement to promote and display their services at the Fair. A donation of \$150 is being requested to help cover the cost of assembling, advertising and holding the event.

If you would like to attend as an exhibitor and, as such, donate to the event, please contact **Cheryl Steindorf of the North Port St. Joe PAC at 850-227-5662.**

The deadline for reserving an exhibitor's space at this event is August 16th.

Business Address:
261 Avenue D.
Port St. Joe, FL 32456
Mail:
PO Box 112
Port St. Joe, FL 32456

Code Enforcement 2019 Activity
As of 8/13/2019

		Open		Closed		Total		Increase
Unlawful Accumulation		41		115		156		7
Substandard Structure		84		17		101		5
Abandoned Vehicle		20		7		27		4
Unlawful Sewer								
Land regulation Violation		39		50		89		
Business Lic. Violation								
Special Master Hearings								
Building Demolition		5		63		68		
Waste Violation		31		42		73		6
Sign Violation		1		504		505		
	Total	221	Total	798	Total	1019	Total	22