

**February 16, 2021  
Regular Meeting  
12:00 Noon**



## City of Port St. Joe

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

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

# BOARD OF CITY COMMISSION

Regular Public Meeting

12:00 Noon

Tuesday February 16, 2021

## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 2/2/21 Pages 1-3

### City Attorney

- Ordinance 579 Election Qualifying Process Pages 4-5
  - First Reading & Request to Advertise
- Ordinance 580 Commissioners Length of Terms Pages 6-7
  - 2<sup>nd</sup> Reading & Adoption
- Ordinance 581 Boat Ramp Parking Pages 8-9
  - 2<sup>nd</sup> Reading & Adoption
- Ordinance 583 Flood Plain Amendments Pages 10-22
  - 2<sup>nd</sup> Reading & Adoption
- Ordinance 587 City Election Date Pages 23-24
  - 1<sup>st</sup> Reading & Request to Advertise
- Resolution 2021-01 SCOP Grant Application Page 25

### Old Business

- Coronavirus (COVID-19) Update
  - Resolution 2020-02 - State of Emergency, Currently Still in Place

### New Business

- Long Ave. Grant/Loan Agreement Pages 26-54
- Maddox Park Gazebo & Restroom- Request to Bid Pages 55-58
- Curent City Projects Pages 59-60

### Public Works

- Update

### Surface Water Plant

- Update

### Wastewater Plant

- Update

### Finance Director

- Update

### City Engineer

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

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

**Code Enforcement**

- **Structure Cases**
- **203 MLK Parcel #05741-000R, Tisha Bell**
- **Parcel # 05702-001R, Earnest Jones**
- **RFP 2020-26, 104 MLK Parcel #05700-000R, Ruby Farmer**

**Page 61**  
**Pages 62-64**  
**Pages 65-68**  
**Pages 69-72**

**Police Department**

- **Update**

**City Clerk**

- **Grants Update**

**Page 73**

**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, February 2, 2021, at Noon.**

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

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of January 19, 2021. All in favor; Motion carried 4-0.

Citizens of Gulf County Recovery Team Update – Nancy Stuart – St. Vincent De Paul funding has not been renewed. All active cases are being transitioned to the CDBG funding program. The state is accepting applications for the Rebuild Florida program. The Rebuild Florida office is located at 109 Trade Circle West.

**City Attorney –**

Ordinance 579 Commissioners Fee to Run for Office 2020 Election Cycle - Supervisor of Elections John Hanlon was on hand to answer questions about the city's options related to changing the qualifying fees to allow candidates to qualify via petition to run for office. Also, he discussed the options for moving election dates. Changes to the city charter are going to have to be made in order to make the proposed election changes work. Attorney McCahill is going to continue to review our options for changes to the charter, petition filing, moving election dates to the primary dates, extension of commission terms caused by any changes and work on a revised Ordinance 579.

Damaged Fire Hydrant on Long Avenue – Attorney McCahill requested guidance on moving forward with legal action to attempt to collect damages for fire hydrant in small claims court. The Commission elected not to move forward with the claim.

**Old Business –**

Coronavirus (COVID-19) Update –

Distributed COVID-19 update sheet from Department of Health.

Vaccine stipend – Mayor Buzzett - A motion by Commissioner Hoffman to approve a retroactive 4 hour pay stipend to all employees that complete the COVID19 Vaccination series. Second by Commissioner Ashbrook. All in favor; Motion carried 4-0.

Moratorium on city building rentals is still in place.

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

**New Business –**

Naming of 3<sup>rd</sup> Street Promenade – Mayor Buzzett would like to name the 3<sup>rd</sup> Street Promenade in memory of Bill Kennedy. Commissioner Ashbrook would be willing to move forward with naming the Promenade if we also move forward with naming the Outside Basketball Court at Peters Park in honor of Amos Pittman. Commission Langston agreed with naming both facilities. A motion by Commissioner Ashbrook to approve naming of the 3<sup>rd</sup> Street Promenade for Bill Kennedy and the Outside Basketball Court in honor of the teams during that four-year period that they were led by Amos Pittman. Second by Commissioner Langston. All in favor; Motion carried 4-0.

Mayor Buzzett discussed establishing written criteria for naming City facilities. Commissioner Ashbrook proposed a moratorium on naming facilities until we can set up of a system or process to name facilities within the city. A motion was made by Commissioner Ashbrook to put a moratorium on naming city facilities until we can establish naming procedures. Second by Commissioner Langston. All in favor; Motion carried 4-0.

Current City Projects – Discussion – Review of current projects.

**Public Works – John Grantland** – Garrison Avenue patch work is done. A discussion was held about the need to pave one road a year in the city.

**Surface Water Plant – Larry McClamma** - Dunn Industrial is working on the clarifiers. A Hand out was given on the proposed pilot study on the viability of installing green sand filters to improve water quality. Green Sand filter can help us contain manganese levels in our water. Estimated installation cost of Green Sand filter to be about \$750,000. Sidney Harris asked if this installation would increase water costs to citizens. Commissioners agreed to look at Grant funding options if the Pilot Study is successful.

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

**Finance Director – Mike Lacour**

Boat Ramp Pay Machine- The Ventek pay station is in production, we don't have an installation date yet. Mayor Buzzett requested current sticker holders be notified about the changes to the boat ramp. Additional signage is in production. Commissioner Hoffman asked that we remove the partially installed sign at ramp.

Tennis Courts – The Contractor has not scheduled the repair work as of today as they need warmer temperatures.

FEMA update – Update on \$418K. The Emergency funding reimbursement is still in process. We've received \$272,000. An additional \$78,000 is expected to be approved by the end of the week. Our open project is still moving forward.

**City Engineer – Josh Baxley**

Stormwater Master Plan - Master Map and Draft Report have been submitted to NFWFMD for review.

Walking Path FDOT Grant Update - The project construction is underway.

CDBG Grant Update – The Contractor is working on the CIPP lining and we are a few weeks out from Pipe bursting.

First Street Lift Station and Long Avenue SRF Application Update - DEI is currently working on preparation of the bid documentation. We are still waiting on SRF to approve us going out for bid.

NRCS – Project is out for bid.

**Code Enforcement –**

RFP 2020-25, 1412 Palm Blvd, Parcel #05178-000R - Request to Award Bid: A motion by Commissioner Ashbrook to approve the low bidder Able Services. Second by Commissioner Hoffman. All in favor; Motion carried 4-0.

RFP 2020-26, 104 MLK, Parcel #05700-000R - Request to Award Bid, A motion by Commissioner Hoffman to approve low bidder State Contractors, LLC. Second by Commissioner Langston. All in favor; Motion carried 4-0.

**Police Department – Chief Richards:** Discussion Promotion of Sergeant Burch to Lieutenant and the promotion of Officer Morrison to Sergeant. He also informed the Commission that we would be advertising to hire a replacement police officer for Morrison’s position. Commissioner Hoffman discussed the current vehicle take home policy and need to expand our hiring options with any quality candidates.

**City Clerk – Charlotte Pierce - Jim Anderson**

Jim reviewed the new Grant update report and also presented the board with the City’s election timeline.

**Citizens to be Heard – None**

**Discussion Items by Commissioners –**

Commissioner Ashbrook – Thanked the board for the positive working relationship with current members.

Commissioner Langston – Thanked Public Works and City staff for the improvements to the cemetery and Washington gym outdoor courts.

Mayor Buzzett – Presented a picture of the new city pier that was provided by Nancy and Jack Blake.

**Motion to Adjourn –**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:29 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Lacour, Finance Director

\_\_\_\_\_  
Date

ORDINANCE NO. : 579

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

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

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

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

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

1. That the candidates in all city elections for the offices of Mayor-Commissioner and City Commissioner occurring after the effective date of this Ordinance may qualify via the petition process in Lieu of a qualifying fee.
2. The petition submitted must contain the signatures of at least 10% (ten percent) of the

City's registered voters at the closing of the books of the preceding election.

3. Each candidate must submit their petition to the Gulf County Supervisor of Elections Office in the time frame set forth in Chapter 99.095(3).
4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.
5. This Ordinance shall take effect on August 1, 2021.

**THIS ORDINANCE ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
REX BUZZETT  
MAYOR-COMMISSSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE M. PIERCE  
CITY CLERK



ORDINANCE NO. : 580

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

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

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

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

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

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

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

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

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

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

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

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

**THIS ORDINANCE ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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REX BUZZETT  
MAYOR-COMMISSIONER

ATTEST:

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CHARLOTTE M. PIERCE  
CITY CLERK

ORDINANCE NO. : 581

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA SETTING FORTH THE MONETARY FINE/PENALTY FOR FAILURE TO PAY THE BOAT LANUCH FEE FOR USING THE BOAT RAMP AT FRANK PATE PARK; PROVIDING FOR REPEAL OR ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Port St. Joe, Florida , by Resolution No. 2014-22. Dated May 6, 2014 imposed boat launch fees for the use of the public launch facility(boat ramp) located in Frank Pate Park; and

WHEREAS, it is the intent of the City Commission to impose a monetary fine/penalty for any person failing to pay the boat launch fee as set forth in Resolution 2014-02;

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

1. **AUTHORITY.** The City of port St. Joe has authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Section 316.1967, Florida Statutes.
2. **VIOLATION.** Any person failing to pay the boat launch fee as set forth in Resolution 2014-02 for use of the boat ramp at Frank Pate Park shall be in violation of this Ordinance.
3. **FINE/PENALTY.** The fine/Penalty for the violation of this Ordinance shall be the amount of \$150.00 (one hundred and fifty dollars).
4. **ENFORCEMENT.** This Ordinance will be enforced by the Port St. Joe, Police Department pursuant to Chapter 316.1967 Florida Statutes and the Gulf County Clerk of the Circuit Court via Chapter 28.2402 Florida Statutes.
5. **SEVERABILITY:** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
6. **REPEAL:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

7. EFFECTIVE DATE: This ordinance shall become effective upon adoption.

THIS ORDINANCE ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
REX BUZZETT  
MAYOR-COMMISSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE M. PIERCE  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
Clinton T. McCahill, City Attorney

**ORDINANCE NO. 583**

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

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

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

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

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

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

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

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

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

requirements; and

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

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

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

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

**SECTION 1. RECITALS.**

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

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

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

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

\*\*\*

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

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

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

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

**Sec. 4.18. – Applicability.**

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

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

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

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

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

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

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

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



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

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

**Sec. 4.23. – Variances and appeals.**

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

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

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

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

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

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

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



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

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

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

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

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

**Sec. 4.2423. – Violations.**

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

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

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

**Sec. 4.2524. – Buildings and structures.**

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

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

**(1) Residential accessory structures:**

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

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

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

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

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

- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft.
- (2) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- (3) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.
- (4) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (5) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (6) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

**Sec. 4.2625. – Subdivisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Sec. 4.2827. – Manufactured homes.**

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

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

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



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

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

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

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

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

(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V)*; or

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

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

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

#### Sec. 4.2928. -- Recreational vehicles and park trailers.

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

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

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

**Sec. 4.3029. – Tanks.**

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

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

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

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

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

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

**Sec. 4.3130. – Other development.**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **SECTION 6. APPLICABILITY.**

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

## **SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.**

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



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

**SECTION 8. SEVERABILITY.**

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

**SECTION 9. EFFECTIVE DATE.**

This ordinance shall take effect immediately upon adoption.

**PASSED** on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**The City of Port St. Joe**

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

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE NO. : 587

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA PROVIDING FOR A BALLOT REFERENDUM ON AMENDING ARTICLE II, SECTION 13 AND ARTICLE IV SECTION 123 OF THE CHARTER OF THE CITY OF PORT ST. JOE, BY CHANGING THE DATE OF THE CITY'S GENERAL AND RUNOFF ELECTIONS TO THE SAME DATES SET FORTH IN CHAPTER 100.061 AND CHAPTER 100.031 FLORIDA STATUTES, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II Section 13 and Article IV Section 123 of the Charter of the City of Port St. Joe sets the dates of the General and Runoff elections as the second Tuesday in May and two weeks thereafter respectively with the terms of the elected beginning on the second Tuesday in June; and

WHEREAS, the current dates set forth in the City's Charter for the City's elections do not coincide with National, State or County elections; and

WHEREAS, it is believed that moving the City's elections to coincide with National, State and County elections may reduce the cost of the City's elections and may significantly increase voter turnout for municipal elections; and

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

1. The following question shall be placed before the electors of the City of Port St. Joe, Florida at the next municipal election that has a contested city commissioner and/or mayor/commissioner seat:

“Shall Article 2, Section 13 and Article IV Section 123 of the Charter of the City of Port St. Joe, Florida be amended to change the General and Runoff Election dates from the second Tuesday in May and two weeks later to the Tuesday eleven weeks prior to the possible Runoff Election which would be the first Tuesday after the first Monday in November with the winning candidate to begin his or her term the first Tuesday after the first Monday in January?”  
( ) Yes ( ) No.”

2. If the referendum is passed it shall take effect upon the next municipal election and will have the consequence of extending the current office holders’ term up to approximately six months the first time the commissioner group or Mayor/Commissioner seat election is held on the new election dates.
3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed too the extent of such conflict.
4. This Ordinance shall take effect immediately upon its adoption.

**THIS ORDINANCE ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
REX BUZZETT  
MAYOR-COMMISSSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE M. PIERCE  
CITY CLERK

**RESOLUTION NO.: 2021-01**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO APPLY FOR FDOT FUNDING THROUGH THE “MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP)”, FOR RESURFACING MADISON STREET.**

WHEREAS, The City of Port St. Joe, Florida has requested from the State of Florida Department of Transportation financial assistance through their M-SCOP grant program for the resurfacing of Madison Street.

WHEREAS, the State of Florida has requested that The City of Port St. Joe submit one (1) M-SCOP application attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the Board of City Commissioners in support of applying for financial assistance through their M-SCOP grant program.

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

1. The Mayor or City Manager of the City of Port St. Joe, Florida apply for financial assistance from the Florida Department of Transportation for one (1) M-SCOP grant program.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY COUNCIL MEMBERS  
CITY OF PORT ST. JOE, FLORIDA**

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

**ATTEST:**

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

**Jim Anderson**

---

**From:** Green, Aaveh <Aaveh.Green@FloridaDEP.gov>  
**Sent:** Wednesday, February 10, 2021 2:15 PM  
**To:** pajones@dewberry.com  
**Cc:** Jim Anderson; Charlotte Pierce; Chase, Raymond  
**Subject:** SRF Loan Agreement WW230140.SG230141 - Port St. Joe  
**Attachments:** Agreement WW230140.SG230141.pdf

Dear Mr. Jones:

Attached is a copy of the proposed State Revolving Fund loan agreement for the City's major sewer rehabilitation project.

**Please have the appropriate officials sign and seal two copies**, and return them to us within three weeks at 3900 Commonwealth Boulevard, MS 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you. During this time we are requesting that you also forward an electronic copy of the documents so that we can have them executed while office access is restricted.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call me at (850) 245-2932.

Sincerely,



*Aaveh Green*

Government Operations Consultant  
Division of Water Restoration Assistance  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399  
850-245-2932  
[Aaveh.Green@FloridaDEP.gov](mailto:Aaveh.Green@FloridaDEP.gov)



Michael Chase:  
850-524-9009

waste water  
80% - Zero %  
Interest

30yr Loan

March 15 2022  
completion Date  
Semi Annual Pay  
\$16,638

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

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

**CLEAN WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT**

**WW230140**

**GRANT AGREEMENT**

**SG230141**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
WW230140 & GRANT AGREEMENT SG230141**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF PORT ST. JOE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

Pursuant to Section 403.1838, Florida Statutes, and Chapter 62-505, Florida Administrative Code, the Department is authorized to award grants to financially disadvantaged small communities; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Grant.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.
- (2) "Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.
- (3) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) "Grant" shall mean funds awarded under SG230141 pursuant to this Agreement and any subsequent amendments. The Grant agreement is incorporated into this Loan agreement. Grant funds are not disbursed to the Local Government but are a portion of the Loan.

(10) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(11) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(12) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(14) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local

Government for the purpose of accumulating Monthly Loan Deposits and making the Semiannual Loan Payments.

(15) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(16) "Local Governmental Entity" means a county, municipality, or special district.

(17) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(18) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(20) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the major sewer rehabilitation in accordance with the plans and specifications accepted by the Department for the "Long Avenue Water and Sewer Improvements" contract.

The Project is in agreement with the planning documentation accepted by the Department effective June 15, 2020. A Florida Categorical Exclusion Notice was published on June 6, 2018 and no adverse comments were received.

(22) "Semiannual Loan Payment" shall mean the payment due at six-month intervals.

(23) "Senior Revenue Debt" shall mean the following debt obligations:

(a) City of Port St. Joe, Florida, Water and Sewer System Refunding Revenue Note, Series 2010, issued in the amount of \$16,179,219.51, pursuant to Resolution No. 08-10, as supplemented and amended by Resolution No. 2010-013, 2010-016 and 2013-07; and

(b) Additional bonds issued on a parity with the note identified above pursuant to Section 20(Q) of Resolution No. 08-10; and

(c) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(24) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall

comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Department and the Local Government understand that this Agreement is not a commitment of future appropriations.

(9) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(10) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service, operation and maintenance,



replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life, and to make the system financially self-sufficient.

**2.02. LEGAL AUTHORIZATION.**

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

**2.03. AUDIT AND MONITORING REQUIREMENTS.**

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$4,537,600	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$3,630,080	143276

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single 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. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government 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.

(c) If the Local Government 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. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government 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 Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Auditor General's Office at the following address:

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

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following address:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.



The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The amount of the Grant shall be fixed at the time of Project close-out and transferred as a one time payment against the Loan balance. The Loan principal, adjusted to the amount borrowed, shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

- (1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.
- (2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.
- (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract

documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

## ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

### 5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

### 5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

### 5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

### 5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

### 5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Government shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

### 5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

## 5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or



hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

#### 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall

accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual

Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

### 8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the



Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

#### 8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use

Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### 8.11. ASSET MANAGEMENT PLAN.

The Florida Administrative Code (F.A.C.) requires recipients of Construction Grants for Small Community Wastewater Facilities to develop and implement an Asset Management Plan. Grants under chapter 62-505.300(1)(d), F.A.C.:

Are available at the construction phase of a Project only if the Local Government adopts and implements, prior to the final disbursement of the associated State Revolving Fund construction loan, an Asset Management Plan that meets all requirements of subsection 62-503.700(7), F.A.C.

The Asset Management Plan shall include, at a minimum, the following elements: i) an inventory of all the assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary (such plan should incorporate a risk-benefit analysis to determine the optimum renewal or replacement time).

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

#### 8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49**

## Tallahassee, FL 32399

### 8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### 8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the

event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:



- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Water and Sewer Systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$4,537,600. Of that, the estimated Grant amount is \$3,630,080 based on initial estimated Project costs. The estimated principal amount of the Loan to be repaid is \$907,520, which consists of \$907,520 to be disbursed to the Local Government and \$0 of Capitalized Interest. The Grant amount will be transferred by the Department as a payment to the Loan when the first repayment is due.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$90,752 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$4,537,600. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan

Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

#### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2021, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

#### 10.04. LOAN TERM.

The Loan term shall be 30 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$16,638 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2022 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$998,272, which consists of the Loan principal, and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The final Grant amount will be based on final Grant eligible Project costs. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	3,946,000
Technical Services After Bid Opening	197,000
Contingencies	394,600
SUBTOTAL (Disbursable Amount)	4,537,600
Less Grant funding	(3,630,080)
Capitalized Interest	0
TOTAL (Principal Amount to repay)	907,520

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

- (1) Invoices submitted for work performed on or after August 12, 2020 shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for March 15, 2022.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2022.
- (4) The first Semiannual Loan Payment in the amount of \$16,638 shall be due September 15, 2022.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW230140 and Grant Agreement SG230141 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**CITY OF PORT ST. JOE**

\_\_\_\_\_  
Mayor

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



NO	DATE	BY	REVISION
1			
2			
3			
4			

REESTROOM PLAN

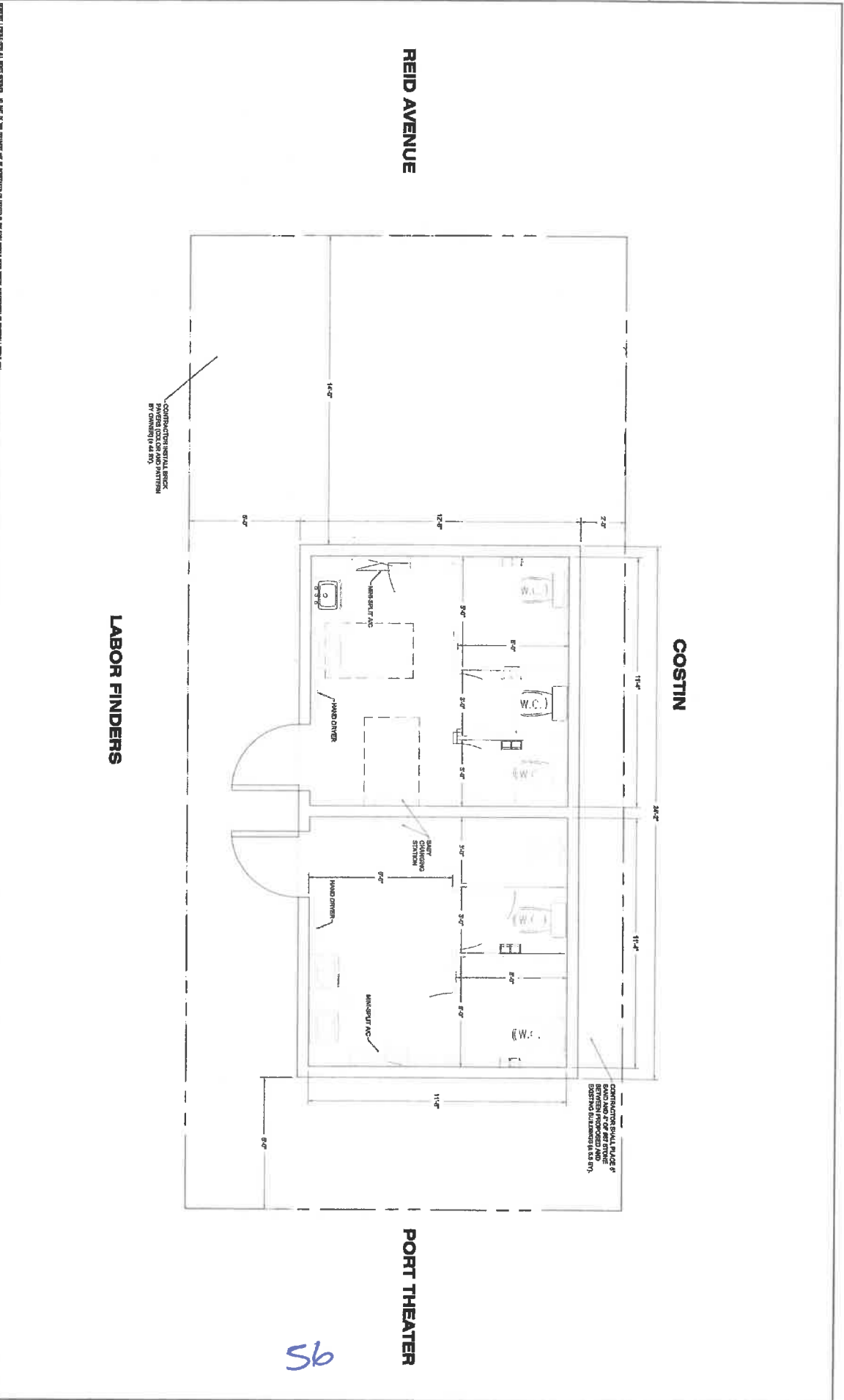
**SCS**  
 SOUTH FLORIDA  
 STRUCTURAL CONSULTANTS, INC.  
 394 MARINA DRIVE  
 PORT ST. JOE, FL 32456  
 (850) 227-7200

**Dewberry**  
 394 MARINA DRIVE  
 PORT ST. JOE, FL 32456  
 (850) 227-7200

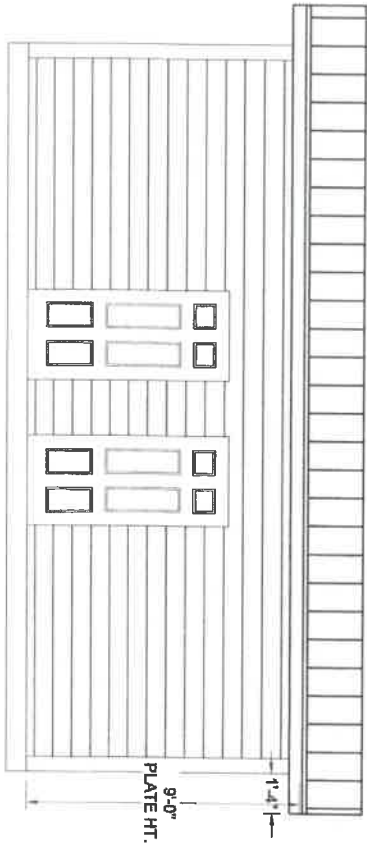
REID AVENUE RESTROOMS  
 PSU REDEVELOPMENT AGENCY  
 CITY OF PORT ST. JOE

DATE: AUGUST 2019  
 DRAWN BY: C. KENNEDY  
 CHECKED BY: C. SHALLWOOD

PROJECT NO.: 91019000  
 SHEET: 4



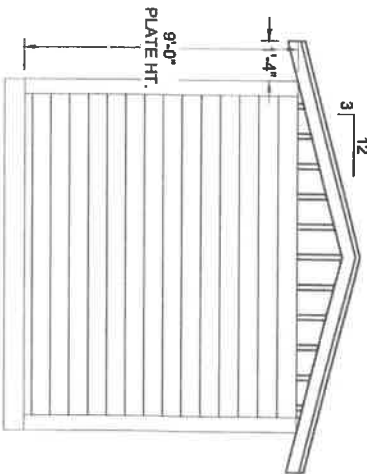




**FRONT ELEVATION**

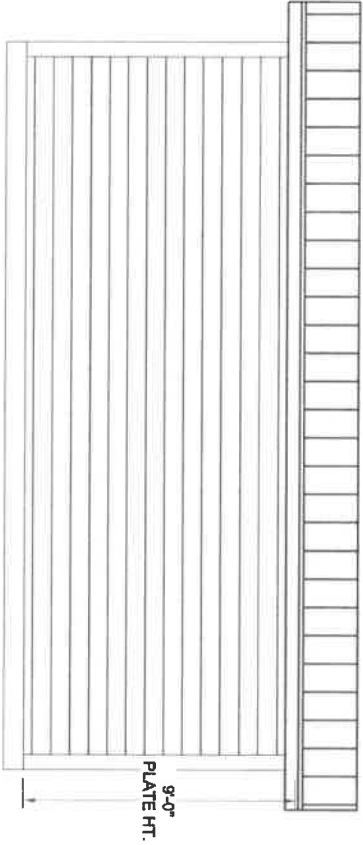
SCALE 1/4" = 1'-0"

HIC AREA 306 SQ. FT.



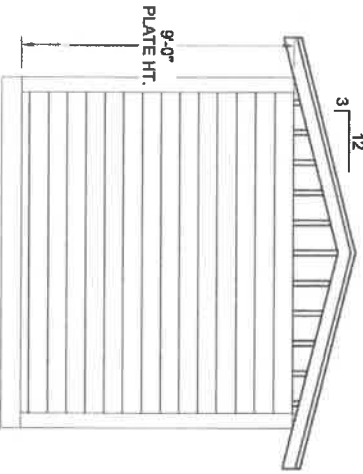
**RIGHT ELEVATION**

SCALE 1/4" = 1'-0"



**REAR ELEVATION**

SCALE 1/4" = 1'-0"



**LEFT ELEVATION**

SCALE 1/4" = 1'-0"

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			

**ELEVATIONS**

**SCS**  
 CONSULTANTS  
 141 S.W. 14th Ave., Suite 100  
 Fort Lauderdale, FL 33301  
 (954) 576-3880  
 FAX: 954-576-3885

**Dewberry**  
 324 MARINA DRIVE  
 PORT ST. JOE, FL 32458  
 (850) 827-7200

**REID AVENUE RESTROOMS  
 PSU REDEVELOPMENT AGENCY  
 CITY OF PORT ST. JOE**

DATE:	PROJECT NO.
SCALE:	9/10/2000
DRAWN BY:	SHEET
CHECKED BY:	6
INVESTIGATOR:	

## Current City Projects 2/16/21

- **City Pier- Complete**
- 7<sup>th</sup> & 8<sup>th</sup> Street Drainage- Scheduled
- Washington Gym Bathroom- Legislative Funding Request Submitted
- Keepers' Quarter (Eglin)- Under Construction
- **Garrison Ave. Patches- 10 Current Patches to be replaced and 11 Point Repairs will need to be made- Complete**
- CDBG Sewer Phase III- Under Construction
- Tennis Court Lighting- Out for Bid
- Tennis Court Re-surfacing-Bids Awarded
- Pickle Ball Court Re-Surfacing- Bids Awarded
- Walking Bridges- Being Fabricated
- Bridge Foundations- Scheduled to begin mid-February
- Boat Ramp Pay Machine- Order Placed
- Washington Gym Ballfield Lights- Complete (Waiting on Duke Energy)
- Water Plant Clarifier Rehab- Bid Awarded
- **Beaches Water Meter Replacement- Complete**
- Tree/Stump removal from Parks- Ongoing
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- NRCS Grant/Ditch Cleaning- Out for Bids
- 1<sup>st</sup> Street SCOP Paving Grant- Working on Estimates for Manhole/Main CIPP Cost.
- Fishing Pier at Clifford Sims Park- Need Direction from the Board
- Utility Mapping- Ongoing
- Maddox Park Gazebo & Restroom- 2/16/21 Agenda
- Splash Pad- Need Direction from the Board
- Gateway Entry Way Light- Order sent to Duke Energy
- City Pier Lighting- Being Reviewed by City Electricians

- Washington Gym Outdoor Basketball Court Lighting Repair-Parts are being ordered by City Electricians
- Hwy 98 & 3<sup>rd</sup> Street Crosswalk- Ordered thru FDOT
- Centennial Bldg. Rehab- Grant Application Submitted
- Core Park Stage- Need Direction from the Board
- Public Safety Fire/Police Bldg. CDBG-DR- Grant Application Submitted
- Sewer Rehab. CDBG-DR- Grant Application Submitted
- Stormwater Rehab. MLK Corridor CDBG-DR (FAMU)- Grant Application submitted
- Water Plant Filter Replacement- Bid Awarded
- City Hall Complex- Looking for Funding Options
- Washington Gym Complex- Outdoor Grill Pavilion- Under Construction
- Community Garden- Lease Agreement signed

**Code Enforcement Structure cases February 4, 2021**

1. 1412 Palm Blvd parcel 05178-000R (Pending Demo)
2. Ave A parcel 05700-000R (Pending Demo)
3. 203 Martin Luther King parcel 05741-000R (Pending Demo)
4. 103 Martin Luther King Blvd parcel 05702-001R (Pending Demo)
5. 127 Ave C parcel 05771-000R (House sold)
6. 234 Ave D parcel 05795-000R (Demo complete)
7. 226 A Ave H parcel 05908-000R (Pending Demo)
8. 1103 Constitution Drive parcel 05534-000R (Demo complete)
9. 245 Ave A parcel 05713-000R (No permit for shed)
10. 1205 Monument Ave parcel 05141-000R (House sold)
11. 307 16<sup>th</sup> Street parcel 05204-000R (House sold)
12. 504 Monument Ave parcel 05682-000R (Under contract)
13. 310 Reid Ave parcel 04713-000R
14. 308 16<sup>th</sup> Street parcel 05219-050R
15. 214 Reid Ave parcel 04663-000R
16. 210 Reid Ave parcel 04662-000R
17. 158 Robbins Ave parcel 04635-000R
18. 323 Ave C parcel 05962-000R
19. 302 Dupont Drive parcel 05620-000R (House sold)
20. 1000 Constitution Drive parcel 05123-000R
21. 119 Apollo Street parcel 06043-000R
22. 317 Ave B parcel 05981-000R
23. 418 Martin Luther King Blvd parcel 05830-000R
24. 403 Battles Street parcel 05927-000R



Feb 5, 2021

CITY OF PORT ST. JOE,

Petitioner,

Case No. 2019080012

vs.

TISHA BELL  
203 MLK Blvd.  
Port St. Joe, FL 32456  
Parcel no: 05741-000R

Respondent

**ORDER OF THE SPECIAL MAGISTRATE**

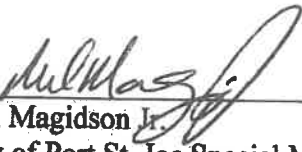
THIS MATTER was heard on December 10, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent did not appear. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

1. Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
2. Code Inspector Burkett described the violation and presented photographic evidence of the alleged violation, as well as testimony as to the condition of the property. He also testified that the subject property was being sold.
3. Respondent's property located at 203 MLK Blvd., Port St. Joe, FL 32456 is found to be uninhabitable and is structurally unsafe and a threat to public safety.
4. Respondent's subject property is found to be in violation of Ordinance 296 of the City Code (the Code).

**IT IS THEREFORE ORDERED AS FOLLOWS:**

- A. The subject property must be demolished, and all required cleanup completed within forty-five (45) days from the date of this Order.

DONE AND ORDERED this 22<sup>d</sup> day of December, 2020.

  
\_\_\_\_\_  
Mel Magidson J.  
City of Port St. Joe Special Magistrate

Copy:

TISHA BELL  
203 MLK Blvd.  
Port St. Joe, FL 32456

Richard Burkett  
City of Port St. Joe  
Code Inspector



2019080012 203 Martin Luther King Blvd 8-7-19

*[Handwritten signature]*

1/27/20 - N/C (22)

5/27/20 - N/C (22)

EX. 2  
MCM

Jun 21, 2021

CITY OF PORT ST. JOE,

Petitioner,

Case No. 2019070069

vs.

EARNEST JONES  
C/o Maxine Hammons  
180 Steamboat Court  
Orlando, FL 32828  
Parcel No: 05702-001R

Respondent

**ORDER OF THE SPECIAL MAGISTRATE**

THIS MATTER was heard on November 17, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent, EARNEST JONES, did not appear after notice of the hearing was made. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

1. Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.

2. Code Inspector Burkett described the violation and presented photographic evidence of the alleged violation, as well as testimony as to the condition of the property.

Respondent's property located at 103 MLK Blvd., Port St. Joe, FL 32456, Parcel No: 05702-001R, is found to be uninhabitable and is structurally unsafe and a threat to public safety.

**IT IS THEREFORE ORDERED AS FOLLOWS:**

A. Respondent's subject property is found to be in violation of City Ordinance 296.

B. Respondent shall have 30 days from the date of this Order to begin to bring the subject property in compliance with the City Code or begin demolition of the

Property and shall have 60 days from the date of this Order to complete construction or demolition and all required cleanup of the property after demolition if property cannot be brought into compliance with City Ordinance 296.

C. Respondent shall contact the Code Inspector (850-229-8261; ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.

D. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 7.40

(2) Notice of hearing postage: \$ 7.40

(3) Cost of publication: \$ 50.00

(4) Code Inspector time: \$ 100.00

**Total: \$ 164.80**

D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property demolished and made safe and to assess the costs of said action against Respondent.

E. All costs assessed herein, including the costs the City may incur to bring the property in compliance with this Order shall constitute a lien on the identified property located at 103 MLK Blvd, Port St. Joe, FL, Parcel no05702-001R and this Order shall be recorded in the Public Records of Gulf County, Florida.

F. Any party to this action may appeal this Order to the Circuit Court of the 14<sup>th</sup> Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days

of the date of this Order.

G. The Magistrate may enter such further orders to allow the City to recover any costs of demolition the subject structure.

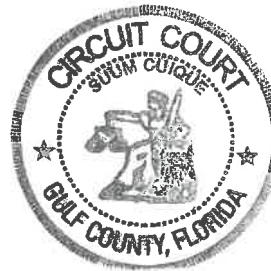
DONE AND ORDERED this 30<sup>th</sup> day of November, 2020.

  
\_\_\_\_\_  
Mel Magidson Jr.  
City of Port St. Joe Special Magistrate

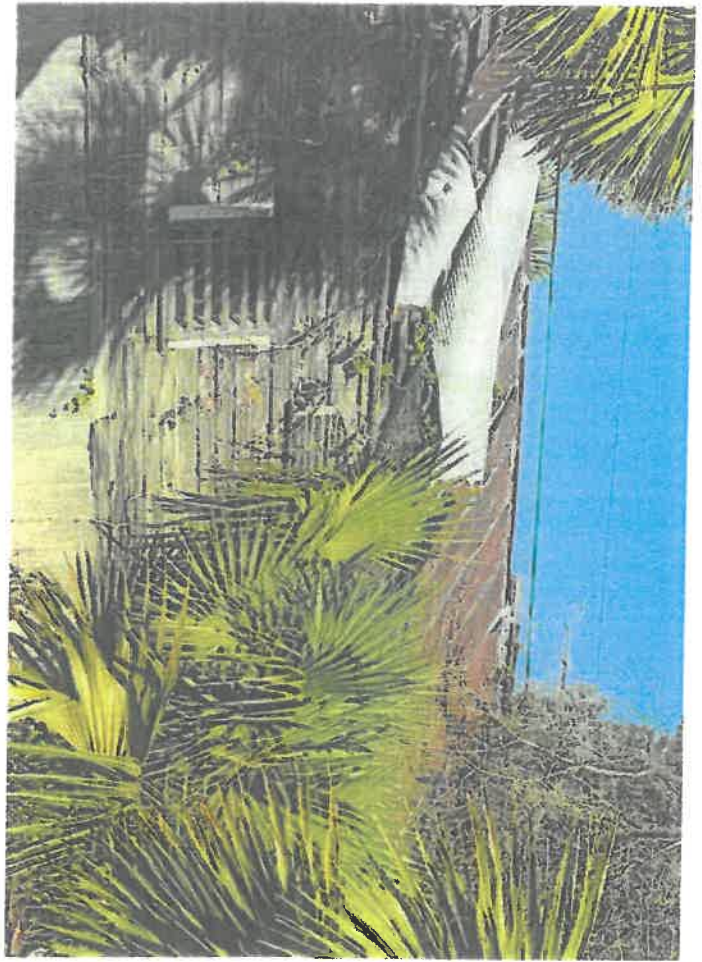
Copy:

EARNEST JONES  
C/o Maxine Hammons  
180 Steamboat Court  
Orlando, FL 32828

Richard Burkett  
City of Port St. Joe  
Code Inspector







11-16-20  
103 MLK  
Richard O.

4  
MLK  
MILK

CITY OF PORT ST. JOE,

Petitioner,

Case No. 20180800013

vs.

RUBY FARMER  
Ave. A  
Port St. Joe, FL 32456  
Parcel no: 05700-000R

Respondent

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**ORDER OF THE SPECIAL MAGISTRATE**

THIS MATTER was heard on October 29, 2020 before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent, RUBY FARMER, did not appear after notice of the hearing was made. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

1. Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
2. Code Inspector Burkett described the violation and presented photographic evidence of the alleged violation, as well as testimony as to the condition of the property. Petitioner's Exhibits are attached hereto.
3. Respondent's property located on Ave, A., Port St. Joe, FL 32456 is found to be uninhabitable and is structurally unsafe and is a threat to public safety.

**IT IS THEREFORE ORDERED AS FOLLOWS:**

- A. Respondent's property is found to be in violation of City Ordinance 296.
- B. Respondent shall have 30 days from the date of this Order to bring the subject property in compliance with the City Code or begin demolition of the

Property and shall 60 days from the date of this order to complete the demolition and all required cleanup of the property after demolition.

C. Respondent shall contact the Code Inspector (850-229-8261; ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.

D. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 7.40

(2) Notice of hearing postage: \$ 7.40

(3) Cost of publication: \$ 50.00

(4) Code Inspector time: \$ 100.00

**Total: \$ 164.80**

D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property demolished and made safe and to assess the costs of said action against Respondent.

E. All costs assessed herein, including the costs the City may incur to bring the property in compliance with this Order shall constitute a lien on the identified property located Ave. A, Port St. Joe, FL, Parcel no.05176-000R and this order shall be recorded in the Public Records of Gulf County, Florida.

F. Any party to this action may appeal this Order to the Circuit Court of the 14<sup>th</sup> Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days of the date of this Order.

G. The Magistrate may enter such further orders to allow the City to recover any costs of demolition the subject structure.

DONE AND ORDERED this 13<sup>th</sup> day of November, 2020.

  
\_\_\_\_\_  
Mel Magidson Jr.  
City of Port St. Joe Special Magistrate

Copy:

Ruby Farmer  
226-A Ave. G  
Ort St. Joe, FL 32456

Richard Burkett  
City of Port St. Joe  
Code Inspector

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
FOR THE CITY OF PORT ST. JOE**

CITY OF PORT ST. JOE  
305 Cecil G. Costin Sr., Blvd.  
Port St. Joe, Florida 32456

Petitioner,

vs.

Case 20180800013

Ruby Farmer  
Ave A  
Port St. Joe, FL 32456  
PARCEL 05700-000R

Respondent.

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**CERTIFICATION**

I, Brienne Scheibe, as the Secretary for the Code Enforcement Special Magistrate for the City of Port St. Joe, do hereby certify that the foregoing Order is a true and correct copy of the Order rendered by the Code Enforcement Special Magistrate on November 13, 2020 in regard to the foregoing-styled matter.

  
Brienne Scheibe, Secretary





