

**March 18, 2014**

**Workshop Public Meeting  
Competitive Florida Partnership  
5:00 P.M.**

**Regular Public Meeting  
6:00 P.M.**

**Commission Chamber  
City Hall  
Port St. Joe, Florida**



## **City of Port St. Joe**

Mel Magidson, Mayor-Commissioner  
William Thursbay, Commissioner, Group I  
Bo Patterson, Commissioner, Group II  
Phil McCroan, Commissioner, Group III  
Rex Buzzett, 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

**\*\*Amended Agenda\*\***

6:00 p.m.

City Hall

Commission Chamber

Tuesday March 18, 2014

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## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 3/4/14 Pages 1-4

### City Attorney

- Ordinance 502- E- Cigarettes Pages 5-7
  - First Reading
- Ordinance 503-E- Cigarettes Pages 8-9
  - First Reading
- Ordinance 504-Signs Pages 10-17
  - First Reading
- Ordinance 505- Designating the City Commission as the PSJRA Board Pages 18
  - First Reading
- Legacy Trust Program- Update
- Resolution 2014-04 Port Authority Support
- Jetty Park Lease Agreement
- Gulf Pines Hospital- Update Pages 19-20
- Competitive Florida Partnership- Update
  - Contract Pages 21-45

### Old Business

- Resolution 2014-02 Boat Launch Fees Pages 46-49
- Lighthouse- Update
- Joint City/County Solid Waste RFP

### New Business

- College Students- Community Service Projects
- Temporary Road Closure Request-Church of God In Christ Page 50
- Fee Waiver Request- Atkins Page 51

### Public Works

- Water Distribution Phase II-Update
- Long Ave. Sewer Line Repair

### Surface Water Plant

- Update

**Waste Water Plant**

- Update

**City Engineer**

- Water Study- Update
- CDBG Water Line Replacement Grant- Update
- USDA Sidewalk Replacement- Update

**Code Enforcement**

- Update

**Page 52**

**Police Department**

- Update

**PSJRA**

- Annual Report
- Resolution 2014-03 Jetty Park Grant

**Pages 53-56**

**Pages 57-58**

**City Clerk**

- Update

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

# **MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, March 4, 2014, AT 6:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and City Attorney Tom Gibson were also present.

## **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to approve the Minutes of the February 18, 2014, Regular Meeting. All in Favor; Motion carried 5-0.

### **CITY ATTORNEY – Tom Gibson**

#### *Legacy Trust Program Update*

Mr. Gibson anticipates updated information will be received this week.

#### *Gulf Pines Hospital*

Mr. Gibson will research how to resolve the tax issues, what steps need to be taken to remove the building and he noted the tax certificates will have to be paid. The land will be divided into lots and the lots would be sold to generate revenue to cover the expenses. Mr. Gibson will compile revenue and expense numbers for the next meeting.

Ann White, a neighborhood resident, asked that the property be cleaned up and the building secured.

#### *Competitive Florida Partnership: Public Hearing Date and Survey*

Mr. Gibson shared that the meeting went well last week. Meetings will be held Wednesday, March 5, 2014 and Friday, March 7, 2014, from 10 A.M. until 2:00 P.M. for the six subcommittees to address the Capital Improvement Elements of the City's Comprehensive Plan.

A Community Assessment Survey of the Economic Development Index has been prepared and will be given to all stakeholders. Mr. Gibson will provide a copy for each Commissioner.

A Public Hearing will be held for all stakeholders on Tuesday, March 18, 2014, at 5:00 P.M. in the Commission Chamber.

## **CITY MANAGER'S REPORT**

### **Old Business**

#### *Centennial Building Roof Quote*

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson for discussion, to approve the proposal provided by Jerry Wilson to enlarge the scuppers, repair damaged sections of the roof with Bitec materials and provide an eight year warranty for a total of \$21,760. After discussion, Commissioner Patterson second the motion. All in Favor; Motion carried 5-0.

#### *Lighthouse Update*

Mayor Magidson shared that he is waiting on a phone call from Dewayne Butler with Duke Energy concerning the use of County Road 30 to relocate the lighthouse.

Julia Cunningham once again shared her issues with moving the lighthouse from the cape.



### *Sign Ordinance – Commissioner Patterson*

Commissioner Patterson noted that the Sign Ordinance is being revised and that he is still adamant that all non-conforming signs be grandfathered in.

### **New Business**

#### *Jetty Park: Vessels of Opportunity, Jennifer Jenkins*

Jennifer Jenkins, Gulf County TDC Executive Director, shared that Travel Dynamics International – Gulf Coast Cruise will have a Port of Call to Port St. Joe on April 1, 2014. The visit is being listed as an Eco-tourism visit for the 135 passengers on the vessel. The Commissioners reiterated that they are willing to support improvements to the low docks at Jetty Park but do not support busing the guests out of county to shop. Ms. Jenkins shared the planned activities and that opportunities are provided for local shopping.

#### *Docking Fees*

Clara Landry reported that the St. Joe Company has agreed to split the Docking Fees for the Fishing Express vessel on a 50-50 basis. The St. Joe Company will put in a power station and pay the electrical bill. A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to have attorney Gibson draft a contract. All in Favor; Motion carried 5-0.

Commissioner Buzzett expressed his concerns about liability issues and asked that research be done to determine the feasibility of selling the property.

#### *Resolution 2014-02 Boat Launch Fees – Commissioner Thursbay*

Commissioner Thursbay proposed that fees be charged to use the Frank Pate Park Boat Ramp. City Residents would not be charged; County Residents would pay \$5 per day or \$25 for a season pass and Out of County visitors would pay \$10 per day or \$50 for a season pass. Staff will review the proposal and have a recommendation for the next meeting.

Mark Howze cautioned the Commission to consider the revenue and expense of the proposal.

Tim Nelson shared that he had researched boat ramp fees and found the proposal to be in line with other areas.

#### *Port St. Joe Redevelopment Association (PSJRA) Re-organization – Commissioner Thursbay*

Commissioner Thursbay requested that the process be started to dissolve the PSJRA Board. Mr. Gibson noted that it would require an Ordinance and will take several meetings.

Commissioner Thursbay shared that this was nothing personal against anyone on the PSJRA Board; Ms. Alsobrook would still be the Executive Director, he is not after her job but he feels that a volunteer board should not be making the decisions to spend tax dollars. He has received numerous calls concerning this issue and wants to be responsive to these concerns.

Aaron Farnsley, Patrick Jones and Joanna Bryan spoke of the advantages of having the PSJRA Board, the members' contributions to the City through volunteering their time on the Board, their ability to leverage tax dollars and asked that the issue be tabled until Ms. Alsobrook could be present.

Mayor Magidson encouraged the Commissioners not to try to fix something that is not broken.

Commissioner Buzzett noted the City Commissioners approve the appointments to the PSJRA Board, he lauded the volunteer board's service to the community and felt the Commission would be doing the wrong thing to dissolve the board.

Commissioner McCroan questioned how dissolving the board would impact staff.

Mr. Gibson responded that the City Commission would be a separate, independent board, they could hire a director and increase the number of the board to seven.

After a lengthy discussion, a Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to begin the process to dissolve the PSJRA Board. Voting in Favor were Commissioners Thursbay, McCroan and Patterson. Voting No were Mayor Magidson and Commissioner Buzzett. The Motion carried 3-2.

### **Public Works – John Grantland**

#### *Water Distribution Phase II*

Work is progressing on Palm Boulevard and good weather will move the project along.

#### *Long Avenue Sewer Line*

This is still being reviewed at the Staff level.

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

Mr. McClamma did not have anything to discuss.

### **Wastewater Plant – Lynn Todd**

Ms. Todd shared information on the following:

- Disinfectant by Products testing showed great results.
- Consumer Confidence Report stated no primary violations were noted for the past year.
- Lead and Copper – Citizens with copper plumbing are needed for inclusion in a monitoring program. A request for volunteers to participate in the monitoring will be included in the water bills and advertised on the City's website.
- Department of Health – Six responses have been received from the health departments providing a list of permitted liquid waste haulers. Ms. Todd is waiting to hear from the remainder of those who received a letter.

She also noted that the SolarBees and Grit Kings are working well.

### **City Engineer – Clay Smallwood, III**

#### *The Water Study*

Dave Cozan of CDM will be here on March 17, 2014, to meet with Staff and review the Virginia Tech Water Study Report.

#### *CDBG Water Line and USDA Sidewalk Replacement Update*

Ground was broken today to begin the project.

### **Code Enforcement**

Mr. Burkett's report was reviewed. No action was taken.

### **Police Department**

Sergeant Burch attended the meeting and was relieved by Officer Tolbert at 7:00 P.M. Chief Barnes arrived at 7:40 P.M. There was no report from the Police Department.

### **Port St. Joe Redevelopment Association (PSJRA)**



Ms. Alsobrook was absent.

*January 26, 2014 Meeting Minutes* were provided for the review of the Commission.

*Langston Drive Lighting* - Payment of \$2,600 for lighting has been approved by the PSJRA Board.

*Provisional Directors* – Commission approval was requested for Provisional Directors Darius Chambers and Kaye Haddock. No action was taken.

*Open Air Information Center at Billy Joe Rish Parking Lot RFQ Status* – The PSJRA will enter into negotiations with Littlejohn Engineering Associates on the design cost.

*Small Vessel Committee – Potential Grant Opportunity* THE PSJRA has approved Ms. Alsobrook's time to write the grant to improve the Jetty Park Low Docks to accommodate boutique cruise lines.

#### **City Clerk – Charlotte Pierce**

Mrs. Pierce did not have anything to discuss.

#### **Citizens to be Heard**

Bo Spring expressed his disappointment in the decision made tonight to dissolve the PSJRA Board. He congratulated the City on the grant from the Northwest Florida Water Management District for the #2 pump at the Chipola Station, noted that he had read the VT Water Study and encouraged the City to continue applying for grants.

John Parker shared that he felt it was cowardly of the Commission to take action to dissolve the PSJRA Board when Ms. Alsobrook was not present. He noted that she does give feedback to the Commission and felt that tonight's action was inappropriate.

#### **Discussion Items by Commissioners**

*Commissioner Thursbay* did not have anything to discuss at this time.

*Commissioner Patterson* did not have any issues to address.

*Commissioner McCroan* did not have anything to bring before the Commission tonight.

*Commissioner Buzzett* shared that Dr. Dusty May has volunteered to bring suggestions to the Commission for the preservation of St. Joseph Bay, boat basin improvements and serve on an environmental committee.

*Mayor Magidson* expressed his concerns of the grass beds in St. Joseph Bay being destroyed from boat propellers. Displays are available at the Buffer Preserve of the damage that has been done.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to adjourn the Meeting at 7:46 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

ORDINANCE NO. : 502

AN ORDINANCE AMENDING CHAPTER 42 OF THE CITY OF PORT ST. JOE CODE OF ORDINANCES; PROHIBITING THE SALE OF E-CIGARETTES WITHIN THE CITY TO PERSONS UNDER EIGHTEEN YEARS OF AGE, PROHIBITING THE USE OF E-CIGARETTES WITHIN THE CITY WHERE SMOKING IS PROHIBITED, PROHIBITING SELF-SERVICE MERCHANDISING IN THE SALE OF E-CIGARETTES AND LIQUID NICOTINE WITHIN THE CITY, AND FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe finds that the health dangers posed by tobacco, nicotine, and other consumables which are traditionally consumed by smokers are not limited to cigarettes or other traditional forms of smoking, and

WHEREAS, new unregulated high-tech smoking devices often containing a combination of pure nicotine, or other substances which are commonly referred to as electronic cigarettes or e-cigarettes, have recently been made available to consumers, and

WHEREAS, the U.S. Food and Drug Administration and many public health advocates have publicly expressed concerns regarding the safety of e-cigarettes, warn they are often marketed in such a way as to attract young people, and may serve as a gateway to traditional cigarette use, and

WHEREAS, when consumed in public places where traditional tobacco products are currently banned under Florida law, the use of e-cigarettes may cause concern and confusion among City residents, visitors and employees alike, and

WHEREAS, protecting City of Port St. Joe residents, visitors and employees against the dangers associated with e-cigarettes constitutes sound public policy; now, therefore,

BE IT ENACTED by the people of the City of Port St. Joe, Florida:

Section 1. Code Amended. Chapter 42, Code of Ordinances of the City of Port St. Joe is amended to add Section 42-9 which reads as follows:

Section 42-9. REGULATING THE DELIVERY PRODUCTS FOR CERTAIN TOBACCO, NICOTINE OR OTHER SMOKEABLE CONSUMABLES IN RETAIL STORES FOR PROTECTION OF MINORS

(a) This article is intended to prevent the sale to, possession of, and the sale of e-cigarettes and like products to persons under the age of eighteen (18), by regulating the placement of such products. This article shall not be



interpreted or construed to prohibit the sale or delivery of tobacco products which are otherwise lawful or regulated pursuant to Chapter 569, Florida Statutes.

(b) For the purpose of this article, the following terms shall mean:

*E-cigarette* means any electronic devise composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user that he or she inhales in simulation of smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

*Liquid nicotine* means any liquid product composed either in whole or part of pure nicotine and propylene glycol and manufactured for use with e-cigarettes.

*Self-service merchandising* means the open display of e-cigarettes or liquid nicotine, whether packages or otherwise, to which the public has access without the intervention or assistance of the vendors, store owner, or other store employee. Self-service merchandising also includes open display units which are in a case, rack, shelf, counter, table, desk, kiosk, booth, stand, or other surface which allows direct public access to the product placed therein.

*Use of an e-cigarette* means the heating or ignition of an e-cigarette which creates a vapor of liquid nicotine and/or other substances mixed with propylene glycol to the user that he or she can inhale in simulation of smoking.

(c) It is prohibited for any business, person or tobacco retailer to sell, or offer for sale, e-cigarettes, liquid nicotine or any other substance designed for or usable in e-cigarettes within the City to a person under eighteen (18) years of age.

(d) It is prohibited for any business, person or tobacco retainer to sell, permit to be sold, offer for sale, or display for sale e-cigarettes, liquid nicotine or any other substance designed for or usable in e-cigarettes by means of self-service merchandising.

(e) It is prohibited for any business, person or tobacco retainer to place e-cigarettes, liquid nicotine or any other substance designed for or usable in e-cigarettes in an open display unit unless the same is located in an area that is inaccessible to customers.

(f) The use of an e-cigarette is prohibited at all locations within the City of Port St. Joe at which smoking is prohibited under Chapter 386, Florida Statutes, and any successor thereto.

(g) Exemptions listed under this Section shall not apply to the sale or offering for sale, of e-cigarettes or liquid nicotine to a person under the age of eighteen (18) years of age.

(h) The City of Port St. Joe may bring a civil action in any court of competent jurisdiction to enforce or administer this article including seeking a temporary or permanent injunction, or appointment of a receiver when it has reasonable cause to believe that a business, person, or tobacco retailer is operating in violation of this section. The City of Port St. Joe shall be entitled to an award of costs and reasonable attorney's fee, including appellate fees and costs, in an action successfully enforcing the terms of this section.

(i) In addition to any civil remedy available to the City of Port St. Joe under this section, a person committing an act prohibited under this section shall be guilty of the violation of any part of this section shall be a second degree misdemeanor punishable in the manner provided by general Florida law.

(j) A person committing an act prohibited under this section shall be given written notice requiring the person committing the act to appear at a hearing before the special magistrate, who shall have the authority to impose a fine of not more than \$100 for a first violation and not more than \$500 for each subsequent violation. Said hearings shall proceed according to Section \_\_\_\_\_ of the City Code.

Section 2. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

Section 4. EFFECTIVE DATE: This ordinance shall become effective upon adoption as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this \_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF PORT ST. JOE

By: \_\_\_\_\_  
MEL C. MAGIDSON, JR.  
MAYOR-COMMISSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE M. PIERCE  
CITY CLERK  
The following commissioners voted yea:  
The following commissioners voted nay:



ORDINANCE NO. : 503

AN ORDINANCE AMENDING ORDINANCE 274 AND SECTION 42-8 OF THE CITY OF PORT ST. JOE CODE OF ORDINANCES RELATING TO OFFENSES AND MISCELLANEOUS PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe finds that the health dangers posed by tobacco, nicotine, and other consumables which are traditionally consumed by smokers are not limited to cigarettes or other traditional forms of smoking, and

WHEREAS, new unregulated high-tech smoking devises often containing a combination of pure nicotine, or other substances which are commonly referred to as electronic cigarettes or e-cigarettes, have recently been made available to consumers, and

WHEREAS, the U.S. Food and Drug Administration and many public health advocates have publicly expressed concerns regarding the safety of e-cigarettes, warn they are often marketed in such a way as to attract young people, and may serve as a gateway to traditional cigarette use, and

WHEREAS, when consumed in public places where traditional tobacco products are currently banned under Florida law, the use of e-cigarettes may cause concern and confusion among City residents, visitors and employees alike, and

WHEREAS, protecting City of Port St. Joe residents, visitors and employees against the dangers associated with e-cigarettes constitutes sound public policy; now, therefore,

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

Section 1. (a) The use of tobacco products and e-cigarettes as defined in Section 42-9 is prohibited during all times in all areas, at city owned or operated property or parks when used for youth organization or league activities. A youth organization or league is defined as an organization which contracts or enters into a user-agreement with the City to conduct activities related to youth activities, including athletic practices and games, meetings, clinics, and demonstrations, on a regularly scheduled basis at city owned or operated property or parks.

(b) The use of tobacco products and e-cigarettes as defined in Section 42-9 is prohibited at all times in all areas of those city owned parks located on 10<sup>th</sup> Street, used for youth sports.

- Section 2. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
- Section 4. EFFECTIVE DATE: This ordinance shall become effective upon adoption as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this \_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF PORT ST. JOE

By: \_\_\_\_\_  
MEL C. MAGIDSON, JR.  
MAYOR-COMMISSIONER

ATTEST:

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

The following commissioners voted yea:  
The following commissioners voted nay:



ORDINANCE 504

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ARTICLE VI OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE; PROVIDING FOR REGULATION OF CERTAIN NON-CONFORMING SIGNS; PROVIDING FOR DEFINATION AND REGULATION OF ROOF SIGNS; PROVIDING FOR LOCATIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of the City of Port St. Joe, Florida, as follows:

1. Article VI of the Land Development Regulations of the City of Port St. Joe, amended May 18, 2010 as Ordinance 448 is hereby amended as set forth in Exhibit "A" attached hereto.

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

3. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

4. EFFECTIVE DATE: This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this \_\_\_\_ day of \_\_\_\_\_, 2014

THE CITY OF PORT ST. JOE

By: \_\_\_\_\_  
MEL C. MAGIDSON, JR.  
MAYOR-COMMISSIONER

ATTEST:

\_\_\_\_\_  
CHARLOTTE PIERCE  
CITY CLERK

The following commissioners voted yea:  
The following commissioners voted nay:

### Sec. 1.0.3. Definitions.

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Incidental (accessory) sign: An announcement or other display providing information about the occupancy or conduct of business permitted on a premises, such as logos of credit cards accepted on the premises, hours of operation, a "closed" or "open" sign, emergency contact person name and telephone number, street address, "help wanted", "no loitering or solicitations", security system notices, notices require by law, and similar information.

Projecting sign: A sign attached to and projecting from the wall of a building and not in the same plane as the wall, including canopy/awning signs and blade signs.

Roof sign: A sign that is mounted on, applied to, or otherwise structurally supported by the roof of a building; or any building sign that extends above the top edge of the parapet or eaves of a flat or shed roof, ridge line of a gable, hip, or gambrel roof, or the deck line of a mansard roof. A roof sign located in an industrial zone that does not extend above the tallest component of the roof shall not be subject to Section 6.0.3(8).

Window sign: A sign that is placed on or behind a window pane and intended to be viewed from outside the building.

Section 6.0.7 (2)

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- c. In the case of a multi-faced sign, the area of the sign shall be considered to include all faces visible from one direction. The area shall be considered to include all lettering, wording and accompanying designs or symbols together with any background of different color than the natural color of the building.

4. Computation of Height

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- a. The height of a sign shall be computed as the distance from the ground directly below the center of the sign or from the grade of the closest point in the traveled way of the road or street the sign is located along, whichever is higher, to the sign or sign structures highest point.

b. Signs that extend above the roof line shall maintain the scale and proportion of signs attached to adjacent buildings and shall not be substantially higher than any adjacent building sign.

**6.0 Temporary Signs Allowed Without a Permit – Restrictions Apply**

## 6.3 Commercial Signs

### 6.4.1 Freestanding Signs

1. Principal freestanding signs shall be monument signs or pole signs.
2. Only One (1) principal freestanding sign is allowed per parcel.
3. Maximum size of thirty-two (32) SF of signable area visible from any one direction.
4. There shall be a minimum setback of ~~five-three (53)~~ three (3) feet between any right-of-way and the nearest edge of a freestanding sign along State-City right-of way, ~~and a minimum setback of three (3) feet along City right of way~~ Setbacks along State rights of way shall be determined in accordance with Department of Transportation rules and regulations. Signs shall not interfere with any intersection sight triangle.
5. Maximum of fourteen (14) feet high, but in no case above the height of the principal building.
6. Commercial parcels with more than 20,000 square feet of retail and/or office space restricted to thirty (30) feet in height and twelve (12) feet in width.
7. All freestanding signs shall be installed in a landscaped area of not less than twenty five (25) square feet.
8. All freestanding signs shall include the address number of the property on which the sign is to be located



## 6.5 Phase-out of Existing Non-Conforming Signs

1. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall be grandfathered and not required to conform with this ordinance and any amendments thereof (except requirements related to maintenance, public safety or the like, -). on or before June 17, 2014 or at At the time of re-installation or, reconstruction of a sign, change of business ownership if the name of the business changes, change in principal nature of the business, or change of business name, without change of ownership any such grandfathered, non-conforming sign shall be required to come into compliance, whichever is first.
2. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall not be expanded or relocated within the City limits; but normal maintenance is required.
3. Subject to the following conditions, all existing signs made non-conforming by the passage of this ordinance or by any subsequent amendment, may be continued in operation and maintained during the period of five years of its effective date. Such signs shall not be:
  - a. Replaced with another nonconforming sign.
  - b. Enlarged, extended, constructed, reconstructed, moved or structurally altered except to bring the sign into conformance with all provisions of this ordinance.
  - c. Re-established after damage or destruction if such damage to the sign exceeds fifty percent of its total surface area. The extent of the damage shall be determined by the City of Port St. Joe or its designated agent.
  - d. It shall not be re-established after it has been removed or has been discontinued or abandoned.















**ORDINANCE NO. 505**

**AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA  
AMENDING ORDINANCE 198; ESTABLISHING THE CITY  
COMMISSION OF THE CITY OF PORT ST. JOE AS THE  
COMMISSIONERS OF THE PORT ST. JOE REDEVELOPMENT  
AGENCY; PROVIDING FOR REPEAL OF ALL ORDINANCES OR  
PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING  
FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE  
DATE.**

BE IT ENACTED by the people of the City of Port St. Joe, Florida, as follows:

1. Sections 2, 3 and 4 of Ordinance 198 dealing with the appointment of individuals to serve as commissioners of the Port St. Joe Downtown Redevelopment Agency are hereby repealed.
2. The City Commission of the City of Port St. Joe is hereby designated as the Port St. Joe Redevelopment Agency.
3. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. SEVERABILITY: The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.
5. EFFECTIVE DATE: This Ordinance shall become at the time of adoption.

This Ordinance was adopted in open regular meeting after its second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

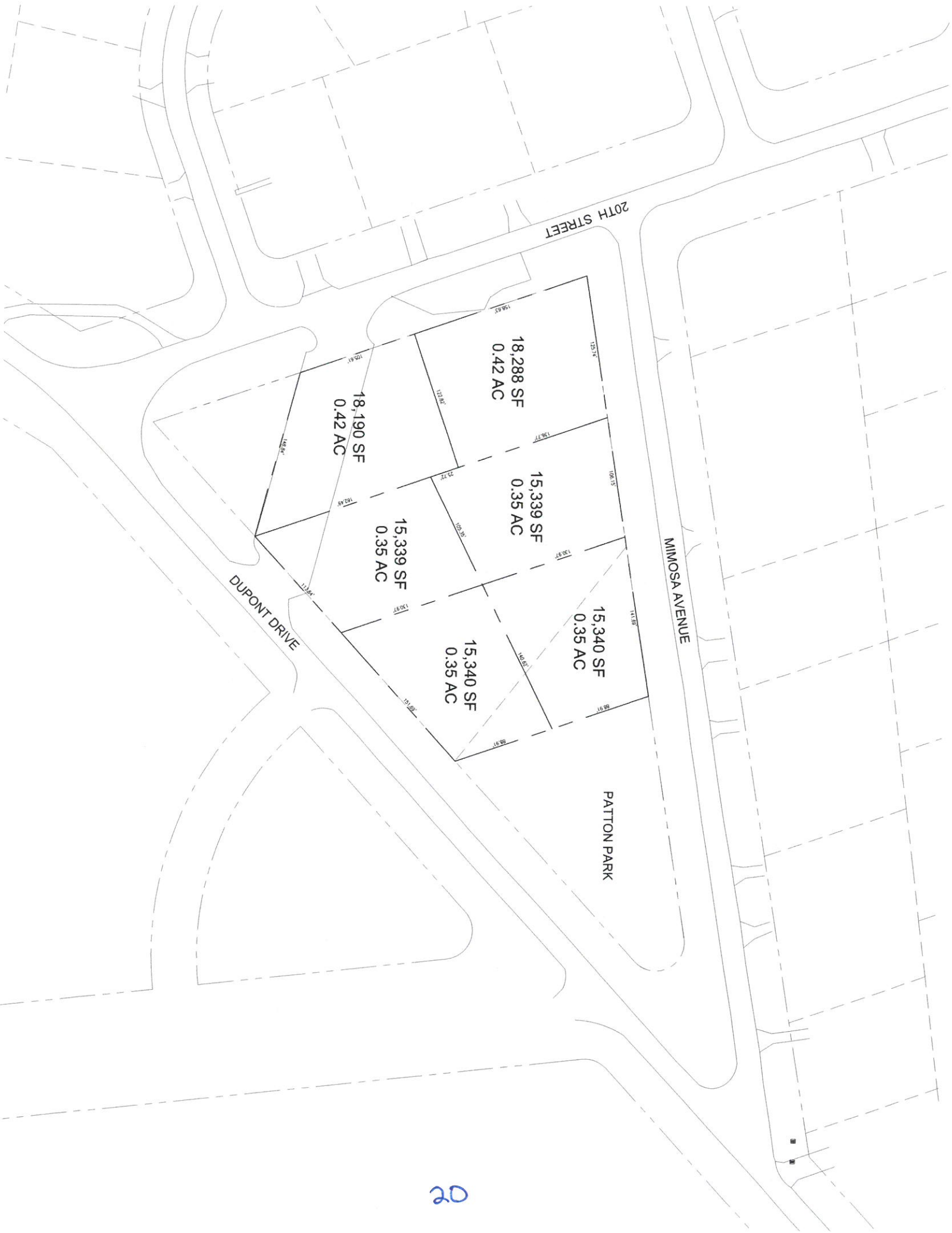
THE CITY OF PORT ST. JOE BOARD OF  
CITY COMMISSIONERS

\_\_\_\_\_  
Mel Magidson, Jr., Mayor-Commissioner

Attest : \_\_\_\_\_  
Charlotte M. Pierce  
City Clerk







20TH STREET

MIMOSA AVENUE

DUPONT DRIVE

PATTON PARK



**FUNDING AND PROGRAM AGREEMENT**  
BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
CITY OF PORT ST. JOE

THIS FUNDING AND PROGRAM AGREEMENT ("Agreement"), by and between the DEPARTMENT OF ECONOMIC OPPORTUNITY (herein after referred to as the "DEPARTMENT") located at 107 East Madison Street, Tallahassee, Florida 32399-4120, and the City of Port St. Joe (herein after referred to as the "RECIPIENT"), located at 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32456, is made and entered into as of the date last signed below (the "Effective Date"). The DEPARTMENT and the RECIPIENT are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the 2013 Legislature appropriated recurring funds (the "Funds") from the Grants and Donations Trust Fund for the purpose of providing technical assistance to local governments for implementation of growth management planning efforts; and

WHEREAS, the RECIPIENT acknowledges that this is a performance based funding program and represents that it possesses the requisite skills, knowledge, qualifications and experience to perform the tasks described herein; and

WHEREAS, the DEPARTMENT and the RECIPIENT desire to enter into this Agreement with regard to the implementation of the funding and programs described herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

**1. PARTIES:**

The Parties and their respective addresses for purposes of this Agreement are as follows:

For the DEPARTMENT:  
Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street, MSC 160  
Tallahassee, Florida 32399-4120  
Telephone Number (850) 717-8475  
Facsimile Number (850) 717-8522

For the RECIPIENT:  
City of Port St. Joe  
P. O. Box 278  
Port St. Joe, Florida 32456  
Phone: (850) 229-8261  
Fax: (850) 227-7522  
Email: janderson@psj.fl.gov

## **2. AGREEMENT MANAGERS:**

The Parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The DEPARTMENT Agreement Manager is Beth Frost and may be reached at telephone number (850) 717-8487. The RECIPIENT Agreement Manager is Jim Anderson and may be reached at telephone number (850) 229-8261, ext. 113. Either Party may change its Agreement Manager at any time by written notice to the other.

## **3. TERM:**

This Agreement will commence as of July 1, 2013 and, unless earlier terminated pursuant to the terms hereof, will expire on June 30, 2014. The RECIPIENT acknowledges this Agreement is subject to the availability of funds, legislative appropriations, statutory changes, and further conditioned upon its satisfactory performance of all duties and obligations hereunder, as determined by the DEPARTMENT.

## **4. NOTICES:**

a. All notices provided under or pursuant to this Agreement shall be in writing delivered to the Agreement Manager identified in paragraph 2 of this Agreement. Any such notice, demand, request, or other communication shall be effective only if and when it is received by the Agreement Manager.

b. If the RECIPIENT is unable to perform any service or is unable to make use of any funds awarded for a service provided for under this Agreement, the RECIPIENT shall share this information with the DEPARTMENT within five (5) working days of the RECIPIENT's discovery of the shortfall.

## **5. AMENDMENT AND MODIFICATION:**

a. This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein.

b. Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or other electronic transmission. Receipt of the

facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

## **6. EXHIBITS:**

Attached to and made a part of this Agreement are the following Exhibits, each of which is incorporated into and is an integral part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Payment Plan
Exhibit C	Audit Requirements
Exhibit D	Audit Compliance Certification

## **7. DUTIES AND OBLIGATIONS:**

- a. The RECIPIENT shall develop and implement programs and strategies, including but not limited to, those services, programs, and activities more particularly described in Exhibit A, *Scope of Work*.
- b. The RECIPIENT shall avoid duplication of existing state and local services and activities and make a diligent effort to coordinate with other components of state and local economic development initiatives in connection with the development and implementation of the services, programs, and activities under this Agreement.
- c. Advertisements or other promotional materials funded by this Agreement will include reference and credit to the DEPARTMENT.

## **8. PAYMENT:**

a. Payments under this Agreement will be made to the RECIPIENT in accordance with applicable Florida laws and the General Appropriations Act for Fiscal Year 2013/14. The RECIPIENT acknowledges and agrees that only costs incurred on or after the Effective Date are eligible for payment under the funding of this Agreement. The RECIPIENT acknowledges that all funding under this Agreement shall be expended pursuant to this Agreement. Funding shall be distributed pursuant to the schedule shown in Exhibit B, *Payment Plan*. All payments shall be subject to the terms of this Agreement, including the Exhibits and the terms governing sanctions. With regard to the use of funding provided under this Agreement, the RECIPIENT agrees as follows:

1. The funds shall be used to provide the deliverables identified in Exhibit A, *Scope of Work*.
2. The funds shall be used only for allowable expenditures.
3. The RECIPIENT shall refund to the DEPARTMENT any balance of unobligated funds which have been advanced or paid to the RECIPIENT.



4. The RECIPIENT shall refund to the DEPARTMENT all funds paid in excess of the amount to which the RECIPIENT or its subcontractors are entitled under the terms and conditions of this Agreement.
- b. Payments may be made to the RECIPIENT upon receipt and approval by the DEPARTMENT of: (1) an original invoice; (2) deliverables as described in Exhibit A, *Scope of Work*; and (3) any additional documents required by this Agreement to have been submitted.
  - c. Financial Consequences: In the event one or more of the proceeding conditions are not met, the DEPARTMENT shall provide to the RECIPIENT a statement that includes the reasons for which payment is not being made as requested per the invoice. If applicable, such a statement shall also identify the additional actions the RECIPIENT must accomplish before payment will be made, which actions may require the RECIPIENT to agree to revision of the deliverables. Failure to submit any report or required supporting documentation for each deliverable will result in a penalty of \$50 per business day for each missing item until received. Upon the RECIPIENT's completion of such additional actions, if applicable, and the DEPARTMENT's reasonable approval of the same, the DEPARTMENT shall disburse to the RECIPIENT an amount equal to the amount requested for disbursement in the invoice or such other amount as the DEPARTMENT deems to be consistent with the deliverables provided, whether or not revised, wholly within the DEPARTMENT'S discretion.

## **9. REPORTS:**

- a. The RECIPIENT shall submit to the DEPARTMENT all reports and information, required in Exhibit A, *Scope of Work*. The documents, reports, and services called for in Exhibit A, *Scope of Work*, and other documents or information required by this Agreement must be received and accepted by the DEPARTMENT before payments to the RECIPIENT shall be due or payable.
- b. The DEPARTMENT expressly reserves the right to withhold payment to the RECIPIENT until the documents, reports, and services required under this Agreement and by law are complete and acceptable to the DEPARTMENT. If this Agreement is extended or renewed beyond the original Agreement period, additional documents, reports, and services in accordance with the requirements of Exhibit A, *Scope of Work*, and other documents requested by the DEPARTMENT to cover the extended Agreement period shall be submitted by the RECIPIENT.

## **10. AVAILABILITY OF FUNDS:**

The DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Legislature of the State of Florida for the specific purpose of funding the DEPARTMENT's obligations under this Agreement. In the event of a state revenue shortfall, the total funding may be reduced accordingly. The DEPARTMENT, in accordance with direction from the Governor and Legislature, shall be the final determiner of the availability of any funds.

#### **11. BUDGET:**

Upon Agreement execution, the RECIPIENT shall submit to the DEPARTMENT for review, a line item budget for the project described in Exhibit A, *Scope of Work*, specifying the intended uses of the State's operating investment.

#### **12. WOMEN AND MINORITY VENDORS:**

The RECIPIENT is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The RECIPIENT shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, The RECIPIENT shall submit a statement to this effect.

#### **13. SUBCONTRACTS:**

- a. The RECIPIENT shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.
- b. The RECIPIENT may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, *provided, however*, that the RECIPIENT shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. The RECIPIENT shall not enter into subcontracts in which the DEPARTMENT could be held liable to a subcontractor for any expenses or liabilities. THE RECIPIENT shall defend and hold the DEPARTMENT harmless of any liabilities incurred under any of the subcontracts entered into by the RECIPIENT. The RECIPIENT shall be liable for all work performed and all expenses incurred as a result of any subcontract.
- c. Any and all contracts that the RECIPIENT executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of the RECIPIENT shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 19, AUDITING RECORDS, Section 20, ACCESS TO RECORDS, and Exhibit C, AUDIT REQUIREMENTS when applicable), coordinate with other components of state and local economic development systems, and avoid duplication of existing state and local services and activities.



d. Any and all contracts that the RECIPIENT executes with a person or organization shall include provisions whereby the RECIPIENT and the subcontractors expressly agree to abide by all local, state, and federal laws.

e. The RECIPIENT will provide the DEPARTMENT with a list and copies of all material subcontracts, which means those entered into necessary to the performance of the RECIPIENT's functions and duties related to its core mission, issued in conjunction with the projects undertaken and funds expended in the performance of this Agreement. The RECIPIENT need not provide, unless specifically requested by the DEPARTMENT, non-material contracts entered into for the normal operation of the RECIPIENT.

**14. INDEPENDENT CAPACITY OF CONTRACTOR:**

a. The Parties agree that the RECIPIENT, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. The RECIPIENT agrees to take such steps as may be necessary to ensure that each subcontractor of the RECIPIENT will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

b. The RECIPIENT shall not pledge the State of Florida's nor the DEPARTMENT's credit nor make the State of Florida or the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

**15. LIABILITY:**

The DEPARTMENT shall not assume any liability for the acts, omissions to act, or negligence of the RECIPIENT, its agents, servants, or employees. In all instances, the RECIPIENT shall be responsible for any injury or property damage resulting from any activities conducted by the RECIPIENT.

**16. INDEMNIFICATION:** (NOTE: If Recipient is a state agency or subdivision, as defined in subsection 768.28(2), F.S., pursuant to subsection 768.28(19), F.S., neither Party indemnifies or insures the other Party for the other Party's negligence.

The RECIPIENT shall indemnify and hold the DEPARTMENT harmless to the extent permitted by section 768.28, F.S., from and against any and all claims or demands for damages resulting from personal injury, and damage to real or personal tangible property. Without exception, the RECIPIENT will indemnify and hold harmless the State of Florida and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the RECIPIENT.

**17. NON-EXCLUSIVE RELATIONSHIP:**

The relationship between the Parties is a non-exclusive one which allows the RECIPIENT to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.



**18. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES:**

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, state or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

**19. AUDITING RECORDS:**

a. The RECIPIENT shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by the DEPARTMENT and copies of the records shall be delivered to the DEPARTMENT upon request.

b. The RECIPIENT agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit C, *Audit Requirements*. This provision is applicable because the RECIPIENT qualifies as a non-state entity as defined in Section 215.97(2)(m), Florida Statutes.

c. The RECIPIENT shall include the audit and record keeping requirements described above and in Exhibit C in all subcontracts and assignments with sub-recipients of State funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "subrecipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

d. The RECIPIENT shall maintain financial records related to funds paid by the RECIPIENT to any parties for work on the matters that are the subject of this Agreement as required by law. The RECIPIENT shall submit a written independent audit report to the DEPARTMENT specifically covering the period of Agreement expenditures pursuant to Sections 215.97 and 11.45, Florida Statutes, and other relevant laws.

e. The RECIPIENT must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the DEPARTMENT within thirty (30) days of receipt by the RECIPIENT.

f. Expenditures of state funds in accordance with this Agreement shall be in compliance with all laws, rules and regulations applicable to expenditures of state funds that are in effect at the time of any such expenditure, including, but not limited to, the Reference Guide for State Expenditures found at <http://www.fldfs.com/aadir/reference-guide/reference-guide.htm>.

g. The DEPARTMENT may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

h. The RECIPIENT shall inform the DEPARTMENT of the type of FINAL AUDIT REPORT that will be delivered at the end of the Agreement. Acceptable audits include:

1. Within forty-five (45) days following the completion of all of the Activities the RECIPIENT shall cause to be prepared at the RECIPIENT's expense and delivered to the DEPARTMENT a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the RECIPIENT has complied with this Agreement (the Final Audit Report).
2. In lieu of providing the Final Audit Report in such manner, if the RECIPIENT has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the RECIPIENT has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the Florida Single Audit Act), prepared for the fiscal year in which this Agreement concludes, the RECIPIENT may provide to the DEPARTMENT at the time when such audit is completed (but not more than nine (9) months following the end of the fiscal year of the RECIPIENT a report stating a professional opinion that the RECIPIENT has complied with this Agreement.

i. Within sixty (60) days of the close of Recipient's fiscal year, on an annual basis, Recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit D) to [audit@deco.myflorida.com](mailto:audit@deco.myflorida.com). Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Recipient.

## **20. ACCESS TO RECORDS:**

a. The DEPARTMENT may perform on-site reviews to independently validate any information or reports submitted to the DEPARTMENT. The RECIPIENT shall allow the DEPARTMENT's Agreement Manager and other DEPARTMENT-authorized personnel access to any information and any other documents requested by the DEPARTMENT for purposes of monitoring the RECIPIENT's performance.

b. The RECIPIENT shall, subject to the provisions of Chapter 119, Florida Statutes, and other relevant laws, permit public access to all documents or other materials prepared, developed or received by it in connection with the performance of its obligations or the exercise of its rights under this Agreement. This Agreement may be terminated by the DEPARTMENT if the RECIPIENT fails to allow such public access.



**21. GOVERNING LAW:**

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law.

**22. STRICT COMPLIANCE:**

The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, state and federal laws and regulations.

**23. BREACHES AND REMEDIES:**

a. In the event that the RECIPIENT fails to comply with any of the terms of this Agreement, the DEPARTMENT may exercise any remedies available at law or in equity, including, without limitation the right to (i) withhold and/or reduce funding to the RECIPIENT, and (ii) terminate this Agreement in accordance with the terms hereof.

b. In the event that the Department determines that a material default by Recipient of the performance of a duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement or by law has occurred, the Department will provide notice and an opportunity to cure. Unless the notice states otherwise, based upon the Department's determination that the default must be cured immediately, the notice shall provide fifteen (15) calendar days following the date of notice within which to initiate action to correct the default and thirty (30) calendar days following the date of notice of default to either cure the default or demonstrate to the Department's satisfaction that corrective action is being taken that will likely result in curing the default within a period of time that the Department agrees is reasonable. In the event that the Recipient fails to cure the default within the timeframe established above, the Department may exercise any remedy available to it under the law or in equity, including, without limitation the right to terminate this Agreement immediately upon notice to the Recipient.

c. Subject to compensation due the RECIPIENT for any work satisfactorily completed prior to any notice of termination, following the termination of this Agreement, all funds which as of that date were previously provided by the DEPARTMENT and not expended by the RECIPIENT shall revert to the State of Florida General Revenue Fund. The requirement for the return of and method of repayment of any remaining funds shall be at the sole discretion of the DEPARTMENT.

**24. DISPUTE RESOLUTION:**

The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted volunteer

mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. This paragraph shall not be construed as a limitation on paragraph 16, INDEMNIFICATION.

**25. SEVERABILITY:**

If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

**26. PRESERVATION OF REMEDIES:**

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

**27. DISCRIMINATORY VENDOR:**

The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the RECIPIENT been placed on the Discriminatory Vendor List. The RECIPIENT further agrees that it shall not violate such law during the term of this Agreement. The RECIPIENT shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

**28. NON-DISCRIMINATION:**

The RECIPIENT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status

**29. HARASSMENT-FREE WORKPLACE:**

The RECIPIENT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The RECIPIENT shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

**30. PUBLIC ENTITY CRIMES:**

The RECIPIENT affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the RECIPIENT been convicted of a Public Entity Crime. The RECIPIENT agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination



of this Agreement in accordance with Section 287.133(4). The RECIPIENT shall insert a provision in accordance with this Paragraph in all subcontracts for services in relation to this Agreement.

**31. UNAUTHORIZED ALIENS**

The DEPARTMENT will consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act, by any RECIPIENT, cause for termination of this Agreement. Paragraph 23.b. does not apply regarding the employment of unauthorized aliens. The RECIPIENT shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement

**32. LOBBYING:**

a. The RECIPIENT shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Pursuant to section 11.062, Florida Statutes, the RECIPIENT shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement.

b. The RECIPIENT will keep the DEPARTMENT apprised on a current basis regarding requests for testimony or its participation in Congressional, Legislative, and/or other state or federal hearings, agency meetings, committees, task forces, etc. The RECIPIENT will include reports of its participation in such events in the quarterly reports described in Exhibit A.

**33. ATTORNEY FEES:**

Unless authorized by law and agreed to in writing by the DEPARTMENT, the DEPARTMENT shall not be liable to pay attorney fees, interest, or costs.

**34. NON-ASSIGNMENT:**

a. Except as otherwise provided in this Agreement, the RECIPIENT may not assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the DEPARTMENT, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this paragraph is void ab initio. The RECIPIENT hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of any and all assignment, delegation, or transfer.

b. The DEPARTMENT shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the RECIPIENT.

**35. ENTIRE AGREEMENT:**

This Agreement and the attached Exhibits A, B, and C, constitute a complete and exclusive statement of the terms and conditions of the Agreement and supersede and replace any and

all prior negotiations, understandings and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing by the party against whom enforcement is sought.

*The remainder of this page left intentionally blank*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

THE DEPARTMENT:

DEPARTMENT OF ECONOMIC  
OPPORTUNITY

\_\_\_\_\_  
WILLIAM B. KILLINGSWORTH  
Director, Division of Community  
Development

DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Approved as to Form and Legal Sufficiency,  
Subject Only to Full and Proper Execution  
by the Parties

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

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

THE RECIPIENT:

CITY OF PORT ST. JOE

\_\_\_\_\_  
\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

## Exhibit A

### Scope of Work

#### **Overview**

Communities that take action to build and enhance their local economy while staying true to what makes them unique have a competitive advantage. Seizing that advantage, the Competitive Florida Partnership helps a community value those assets that makes them special and challenges them to set realistic goals for advancing their economic development vision. A community that participates in this technical assistance program is committed to innovative strategies that promote partnerships, community design, and a viable economy. This partnership program will create a network of vibrant communities and passionate leaders who gain ideas on how to reach their goals through the success and lessons learned from their peers. A community that makes a formal commitment to the Competitive Florida Partnership receives enhanced support from the Department of Economic Opportunity as well as state-wide recognition and celebration of their successes along the way.

#### **Purpose**

The City of Port St Joe will serve as a pilot in the Competitive Florida Partnership Program. The community will walk through the program, with assistance from DEO and will be expected to (1) complete a review of existing economic development plans, (2) conduct a public meeting to broadcast the effort, (3) take a comprehensive inventory of their assets, (4) prepare an Action Plan, (5) develop a case study that details their experience with the program, and (6) participate in a community collaboration meeting with other pilots.

#### **Task 1: Review of Existing Economic Development Plans**

Using the guide provided by DEO, the City of Port St Joe will review all current economic development visions, strategies and plans that detail the community's economic development current and future activities. The community will provide comments on each section of the current economic development plans, in preparation for a discussion with DEO Staff.

*Deliverable 1:* A written summary of the review of existing economic development plans and completed community assessment (due March 31, 2014).

*Deliverable 2:* A list of Steering Group Members and meeting summary from initial meeting (due March 31, 2014).

*Deliverable 3:* A list of team members and organizations that will support the development of each objective and draft projects/actions and summary of initial meeting (due March 31, 2014).

#### **Task 2: Community Meeting**

In order to publically announce the City of Port St Joe intentions and actions through the Competitive Florida process, the community will hold an event where these activities will be discussed and input from the community will be sought, through creative methods. All stakeholders, including elected and public officials, business and economic development leaders, Community Action Agencies and associated non-profit organizations, will be asked to participate.



Deliverable 4: Agenda from public event, summary of recommendations and attendance sign-in sheet (due March 31, 2014).

### **Task 3: Community Asset Inventory**

The City of Port St Joe with assistance from DEO, will conduct an inventory of its assets. This process will be kicked off with an exercise, facilitated by DEO Staff, to gather information in the field on each of the community's physical assets. Physical assets will be cataloged with a full description (including pictures, GPS coordinates and description of the site). Assets include but are not limited to: individuals and human capital; associations and voluntary networks; political advocates; historical and cultural resources; natural landscapes (including renewable and nonrenewable material resources); financial assets; the built environment, including transportation networks, communication facilities, utilities, public facilities and commercial buildings; institutions such as schools, hospitals and government agencies.

Deliverable 5: Agenda, maps, data about potential commercial/ industrial properties, and identified teams for community asset inventory and categories for use in inventory (due April 20, 2014).

Deliverable 6: Draft community asset inventory, including list of "shovel ready sites" for development and existing vacancies of suitable commercial/industrial properties, and other categories (due April 30, 2014).

Deliverable 7: Final community asset inventory, including list of "shovel ready sites" for development and existing vacancies of suitable commercial/industrial properties, and other categories (due May 30, 2014).

### **Task 4: Action Plan to Complement Economic Development Element**

Based on the outcomes of the review conducted by the community and DEO Staff, coupled with the information gathered during the community asset inventory, the City of Port St Joe will prepare an Action Plan with the following components:

1. Actionable projects that span multiple years to accomplish the community's goals and objectives.
2. A timeline built into the action plan that assigns a date or time period for the completion of each project.
3. An organization identified to lead each project.
4. Funding sources or other resources identified to carry out each project.
5. A defined process for updating or maintaining the plan.
6. A task that promotes partnerships and collaboration with neighboring jurisdictions.

The Steering Group will utilize the list of 15 ways to make communities more competitive as a brainstorming tool when developing the action plan.

Deliverable 8: Draft of Action Plan that identifies specific actions, timeframes for completion of each action, potential funding sources and the responsible entities or parties to lead each project (due May 15, 2014).

Deliverable 9: Final Action Plan that identifies specific actions, timeframes for completion of each action, potential funding sources and the responsible entities or parties to lead each project (due June 30, 2014).

**Task 5: Case Study**

Using the outline provided by DEO, the City of Port St Joe will create a case study that profiles the community and discusses unique assets, strengths and challenges. The case study will describe on-going and current successes and in a separate section detail lessons learned from the Competitive Florida process with respect to the approach taken by the City to advance its economic development element. It will include recommendations for the Competitive Florida Program related to the process, types of technical assistance offered, community scale, etc. The case study will serve as an example to other communities on rural economic development successes and challenges. It will also be used as a tool to help DEO staff tweak the program before offering it to a broader audience.

Deliverable 10: Draft Community Case Study (due May 30, 2014).

Deliverable 11: Final Community Case Study (due June 30, 2014).



**Exhibit B**  
**Payment Plan**

Payments shall be made in accordance with the Scope of Work (Exhibit A), based on acceptance and approval of deliverables by the Department of Economic Opportunity according to the schedule below. No partial or pro-rated payments will be made without prior written modification in accordance with Section 5 of this Agreement.

Deliverable	Due Date	Amount
<b>Task 1 – Review of Existing Economic Development Plans</b>		
<b>Deliverable 1:</b> A written summary of the review of existing economic development plans and completed community assessment .	March 31, 2014	\$1,000
<b>Deliverable 2:</b> A list of Steering Group Members and a meeting summary from initial meeting.	March 31, 2014	\$1,000
<b>Deliverable 3:</b> A list of team members and organizations that will support the development of each objective and draft project/actions and a summary of initial meeting.	March 31, 2014	\$4,000
<b>Task 2 – Community Meeting</b>		
<b>Deliverable 4:</b> Agenda from public event, summary of recommendations and attendance sign-in sheet.	March 31, 2014	\$2,000
<b>Task 3 – Community Asset Inventory</b>		
<b>Deliverable 5:</b> Agenda, maps, data about potential commercial/ industrial properties and identified teams for community asset inventory and categories for use in inventory.	April 20, 2014	\$2,500
<b>Deliverable 6:</b> Draft community asset inventory, including list of “shovel ready sites” for development and existing vacancies of suitable commercial/industrial properties, and other categories.	April 30, 2014	\$8,000
<b>Deliverable 7:</b> Final community asset inventory, including list of “shovel ready sites” for development and existing vacancies of suitable commercial/industrial properties, and other categories.	May 30, 2014	\$8,000
<b>Task 4: Action Plan</b>		
<b>Deliverable 8:</b> Draft Action Plan that identifies specific actions, timeframes for completion of each action, potential funding sources and the responsible entities or parties to lead each project.	May 15, 2014	\$3,000
<b>Deliverable 9:</b> Final Action Plan that identifies specific actions, timeframes for completion of each action, potential funding sources and the responsible entities or parties to lead each project.	June 30, 2014	\$5,000
<b>Task 5: Case Study</b>		

<i>Deliverable 10: Draft Community Case Study</i>	May 30, 2014	\$2,500
<i>Deliverable 11: Draft Community Case Study</i>	June 30, 2014	\$3,000
<b>TOTAL</b>		<b>\$40,000</b>



## Exhibit C

### Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

#### **MONITORING**

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

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. ATTACHMENT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
2. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years*

ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

3. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
4. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; 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. ATTACHMENT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).



4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/fsaa/statutes.html>.

### **PART III: OTHER AUDIT REQUIREMENTS**

N/A

### **PART IV: REPORT SUBMISSION**

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

- A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, Fl. 32399-4126

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

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

**N/A**

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.



6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

*- End of Exhibit C -*

**ATTACHMENT 1 TO**

**EXHIBIT C**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not Applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not Applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Awarding Agency:	Department of Economic Opportunity
State Project:	Growth Management Implementation
	Technical Assistance
CSFA #:	40.024
Award Amount:	\$40,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**Activities are limited to those in the Scope of Work**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the recipient.

**Exhibit D**  
**Audit Compliance Certification**

Recipient Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Recipient's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

**If yes, Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

**If yes, Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.**

**By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



**RESOLUTION NO 2014-02**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES, CHARGES AND EXPENSES RELATED TO PROGRAMS AND FACILITIES PROVIDED BY THE CITY OF PORT ST. JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Port St. Joe, Florida provides numerous facilities and programs for the benefit of the public; and

WHEREAS, these programs and facilities require considerable expenditure of public funds; and

WHEREAS, it is appropriate for the actual users of these facilities and programs to bear a portion of the costs thereof; and

WHEREAS, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt a schedule of fees, charges and expenses;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Port St. Joe, Florida as follows:

1. The City Commission hereby adopts the schedule of fees, charges and expenses attached hereto as Exhibit "A" for programs and facilities described therein.
2. Resolutions or other schedule of fees, charges and expenses of any kind associated with City programs and facilities adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this \_\_\_\_ day of March, 2014.

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

BY: \_\_\_\_\_  
Mel Magidson, Jr., Mayor-Commissioner

Attest: \_\_\_\_\_  
Charlotte M. Pierce, Auditor/Clerk

Exhibit A: Recreation Programs and Facility Fee Schedule Updated 2/4/2014  
CITY OF PORT ST JOE  
**RECREATION USER FEES**

Program Location/Area	Activity	User Fee 2/4/2014
<b>Facility Fees:</b>		
Public Building Rental (Commercial)  Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental (Individuals, Corporations or Businesses)	\$300.00 Security Deposit and \$700.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
Public Building Rental (Non-Commercial)  Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental (Individuals and Groups)	\$300.00 Security Deposit and \$400.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
Public Building Rental (Civic/Non Profit)  Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental	\$100.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
STAC House Building Rental (Non-Commercial)	Facility Rental (Birthday Parties)	\$100.00 per 3hr session,
Event Park Rental	Park Rental	\$1,000 per event,
Pavilion Rental	Pavilion Rental	No Fee-First Come-First Serve
Frank Pate Park Boat Ramp	Boat Launch Fee	City Resident- No Fee County Resident- \$5 per Day Season pass \$25 Out of County- \$10 per Day Season pass \$50
<b>Administrative Fees:</b>		
Code Enforcement	Special Pick Up Admin. Fee	\$25.00 per pick up,
Administrative	Lien Search Fee	\$25.00 per search,
Waste Water (In City)	Dumping Fee	\$50.00 per 1,000 gallons, truck capacity
Waste Water (Out of City)	Dumping Fee	\$65.00 per 1,000 gallons, truck capacity





Search



Home &gt; Residents &gt; Beach &amp; Boat Launch Passes

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## Beach & Boat Launch Passes

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### Henderson Beach State Park

The City of Destin provides annual passes to [Henderson Beach State Park](#) for residents living in the city limits of Destin. The passes are **free** to city residents and can be obtained at Destin City Hall or the Destin Community Center. Residents must provide a valid driver license showing Destin residency.

### Joe's Bayou Boat Launch

The City of Destin provides annual [Joe's Bayou Boat Launch](#) passes for residents living in the city limits of Destin. The passes are **free** to city residents and can be obtained at Destin City Hall or the Destin Community Center. Residents must provide a valid driver license showing Destin residency, as well as their boat and trailer registration information. Residents may also purchase additional boat launch passes for \$30 each.

Non-residents may purchase annual Joe's Bayou Boat Launch passes for \$103 each.

*Destin has attendant during peak hours,  
+ honor box w envelopes w perforated  
window display! Towing enforced, \$50. Fine*

*\* Iron Ranger*

*1- PT836 w EB-1 Envelope Box*

*1000 - BLK FREE Envelopes*

*or*

*FS836 w EB-1*





PORT ST. JOE CHURCH OF GOD IN CHRIST

P O Box 301/163 Ave D

Port St. Joe, FL 32456

Superintendent David Woods, Jr., Pastor

March 10, 2014

James Anderson  
Port St. Joe City Hall  
Port St. Joe, FL 32456

Dear Mr. Anderson,

On Saturday, April 5, 2014, our church is having "A Come & Join the Fun Day" (HEALTH AND HAPPY) beginning at 9 am. We are requesting the city to block off Ave D from MLK Blvd to 163 Ave D.

Please submit this request. Your attention and effort will be warmly appreciated. Thanking you in advance.

If you have a question or concern, please contact John Crosby @ 850 229 8983.

Sincerely,

  
John Crosby, Chairperson

AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING  
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER:)

Atkins

ADDRESS: 2639 North Monroe Street, Building C

Tallahassee, FL 32303

CITY

STATE

ZIP

TELEPHONE 850-575-1800

DATE(S) REQUESTED May 6, 2014

TYPE OF ACTIVITY Public Hearing for the Gulf Coast Parkway

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Centennial Building to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. The User shall:

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement.



**Code Enforcement 2014 Activity  
As of 3/13/14**

	Open	Closed	Total	Increase Since 2/27/2014
Unlawful Accumulation	6		6	2
Substandard Structure	1		1	
Abandoned Vehicle	3	3	6	
Unlawful Sewer				
Land regulation Violation	3	3	6	2
Business Lic. Violation		1	1	1
Special Master Hearings				
Building Demolition	1		1	1
Waste Violation	10	26	36	14
Sign Violation	18	25	43	2

Total	42	Total	58	Total	100	Total	22

FY 2013

## ANNUAL REPORT

# Port St. Joe Redevelopment Agency



## OUR MISSION...

*The Mission of the Port St. Joe Redevelopment Agency is to serve the community by guiding redevelopment activities to create a vibrant, downtown core and revitalized neighborhood, to improve the quality of life, and to stimulate economic growth within the Agency's district.*

## COMMUNITY INVESTMENT

The Port St. Joe Redevelopment Agency (PSJRA) has invested \$3.8 million in our community since 2006. A major focus is to bring outside investment into the area through successful grant applications. Through grants last year, a new banner series was unveiled, a downtown map promoted local business, the US-98 landscaping project was completed, a Master Plan for the BayPark area was presented to the City, and a deck was constructed at the Billy Joe Rish Parking Lot to market our businesses and events to all who pass by on US-98. Grants are funding pending projects: the video documentary of the rescue/relocation of the Cape San Blas Lighthouse, and construction of new

sidewalks and improved drainage at Martin Luther King Boulevard, and construction of the foundation for the relocated lighthouse.



A significant portion of the budget remains dedicated to helping businesses improve their appearance through the very popular Facade Grant Program, funded directly by the PSJRA.

## Q&A

### What is a CRA?

A CRA is a "legal entity, separate and distinct from the governing body of the county or municipality." Redevelopment Plans address the unique needs of the area and must be consistent with the municipality's comprehensive plan. All CRA projects and programs must be included in the redevelopment plan.

### How is a CRA funded?

With focused revitalization efforts, property values



increase, and a percentage of the increase (95%) is deposited into the CRA trust fund each year. These funds must be utilized for programs and projects within the Redevelopment Area and included in the Redevelopment Plan. These funds are not used for general government purposes.

### How is a CRA Governed?

CRA is governed by Florida Statute 163, Part Three, Community Redevelopment. During its 30- or 40-year term, the CRA is overseen by a Board of Directors. The The Agency also operates in strict accordance with the Sunshine Law. For example, meetings must be open to the public; reasonable notice must be given, and minutes must be produced.



## FACADE GRANT PROGRAM

The Facade Grant Program funded improvements for several downtown businesses in FY 2013 for a total of \$20,855.65. Since the inception of the program, over \$374,000 has been invested in this program. Last year, the recipients included:

Laundry Basket	Windows & Exterior Improvements	\$6,249.25
Black's Island Trading	Exterior Improvements	\$1,902.35
Estate Jewelry	Exterior Improvements and Awning	\$10,000
Coastal Connections	Signage	\$404.55
Bow Wow Beach Shop	Signage	\$1,746.00
Kelly Rene's Studio	Signage	\$553.50



Before



After



The Independent Auditor's Report includes the PSJRA as a "component unit" in the City of Port St. Joe's audit. A component unit is an entity for which the City is considered to be financially accountable and is included in the City's reporting because of the significance of its financial relationship with the City. The Auditor's Reports are available for review from the City of Port St. Joe.

Port St. Joe Redevelopment Agency  
406 Marina Drive  
Port St. Joe, FL 32456  
www.PSJRA.com  
Gail@PSJRA.com

## PSJRA

### Board of Directors

The PSJRA engages in an ongoing program of board development to ensure the Agency is well equipped to manage all aspects of day-to-day operations by seeking individuals with expertise in business, development, real estate, law, accounting, financial management, marketing, and construction. By statute, the board is composed of no less than five and no more than nine members. The PSJRA recommends appointments to the City of Port St. Joe for their approval and confirmation. The PSJRA has instituted a program of "Provisional Directors." Incoming directors are identified several months prior to their appointment to be provided with all board business and to become well versed in the Agency's status prior to assuming their positions as Directors.

### FY 2013 DIRECTORS

#### Willie Ramsey - Chair

Business Owner, Ramsey's  
Printing and Office Supplies

#### Boyd Pickett - Vice Chair

Business Owner, Port Fine Wine  
and Spirits

#### Aaron Farnsley - Treasurer

Business Owner, Farnsley &  
Johnson Wealth Management

#### Linda Gant

Business Owner, Gant  
Barbecue and Catering

#### Johnny Jenkins

Pastor, New Life Christian  
Center

#### Michael McKenzie

Certified Public Accountant,  
Roberson & Associates, PA

#### Clarence Monette

Educator, member St. Joseph  
Historical Society

#### Bo Spring

Business Owner, Big Fish  
Construction and The Fuss

#### Marie Todd

Business Owner, Portside  
Trading

**Executive Director: Gail Alsobrook**



# INCOME FROM GRANT AWARDS

## New Banners & Historic Downtown Brochure

A \$21,480 grant from Gulf Coast Tourism and Seafood funded the design and manufacture of a new banner series and an updated Historic Downtown brochure and map. The banners designed by renowned graphic artist Richard Henderson, highlight the year-round events and activities. The brochure, located in local hotels, rental agencies, service stations, and retailers; encourage guests to discover and "stop and shop" our Historic Downtown and surrounding areas.



## Deck at Billy Joe Rish Parking Lot

USDA RBEG provided \$16,880 to construct a deck over the storm-water pond at the Billy Joe Rish Memorial Parking Lot. The intent of this deck is to house an open-air information center to encourage passers-by to stop and learn about the retail opportunities and events happening in and around Port St. Joe. The Gulf County Tourist Development Council and Gulf County Chamber of Commerce will partner with the PSJRA to highlight our local businesses and share information on events.

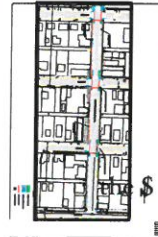


## Documentary of the Rescue and Relocation of the Cape San Blas Lighthouse

A \$125,000 grant from Gulf Coast Tourism and Seafood funded the creation of a video documentary to memorialize the rescue and relocation of the Cape San Blas Lighthouse to George Core Park along the beautiful St. Joseph Bay.



## Martin Luther King Sidewalk Project



Throughout the year, the PSJRA and our partners, Preble-Rish, Inc. and the community of North Port St. Joe, worked diligently with USDA RBEG to comply with all requirements to keep 200,000 grant active. Construction began in February 2014.

## BayPark Planning and Construction

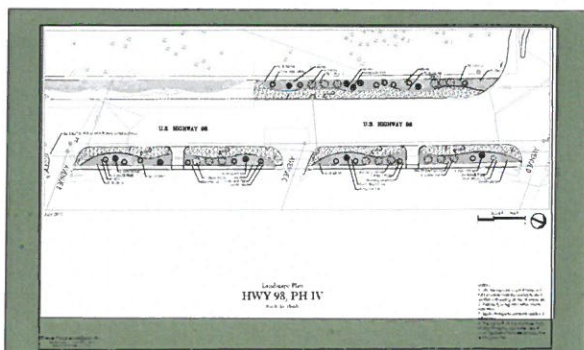
The PSJRA matched the \$15,000 provided by the Coastal Partnership Initiative to create a comprehensive Master Plan of the BayPark area. The plan includes entitlement and permit information, site location, design, and order-of-magnitude budgets for structures and amenities to enhance the park and celebrate the history and culture of Port St. Joe and Gulf County.

The Coastal Partnership Initiative also provided \$30,000 grant for the construction of the Cape San Blas Lighthouse foundation at George Core Park. The PSJRA will provide \$30,000 in matching funds.



## North Port St. Joe Gateway Landscape

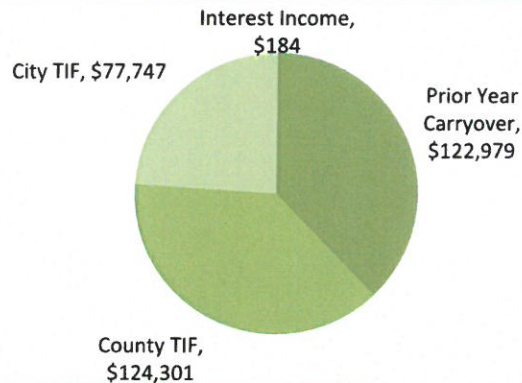
Florida Department of Transportation awarded a \$51,000 grant for landscaping at US-98 between Avenues A and D. Known as the "North Port St. Joe Gateway" project, this completes the landscaping that began on SR-71 and continued north on US-98.



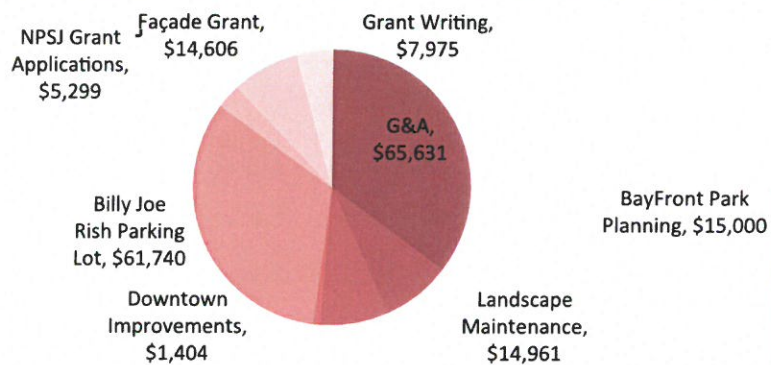


# Income & Expense

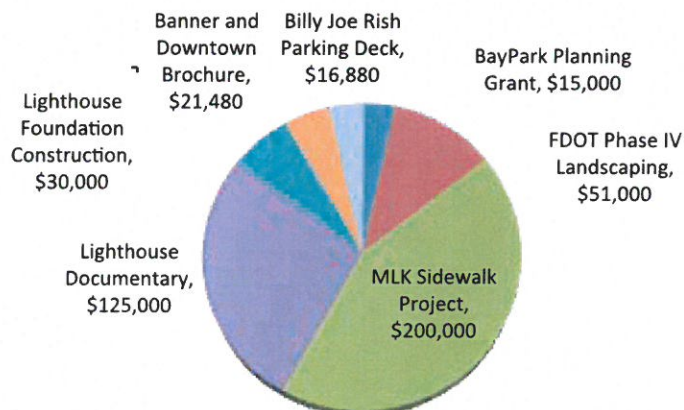
## Income - \$325,211



## Expense - \$186,617



## Active Grants - \$459,360



RESOLUTION 2014-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING A GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM; APPOINTING AND AUTHORIZING A PROJECT MANAGER; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida will apply to the Florida Fish and Wildlife Conservation Commission for a grant pursuant to the Florida Boating Improvement Program for improvement to certain City property known as the Low Docks; and

WHEREAS, the Board of City Commissioners has determined that as a necessary part of that application certain resolutions need to be made; and

WHEREAS, the City of Port St. Joe, Florida recognizes the Mayor as the official authorized to act on behalf of the City in such matters and further acknowledges that his signature shall be binding upon the City in such matters; and

WHEREAS, The Port St. Joe Redevelopment Agency shall be responsible grant application and project management,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Port St. Joe, Florida as follows:

1. That it approves the submission of the application and any related documents for the subject grant; and

2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the Mayor and/or the City Clerk, in his absence, to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Florida Fish and Wildlife Conservation Commission and to sign any and all necessary application and other forms; as well as, submitting any additional information required and signing any necessary contracts and/or other agreements between the Florida Fish and Wildlife Conservation Commission and the City of Port St. Joe, Florida, that may result from this application; and

3. The City of Port St. Joe, Florida hereby assures the Florida Fish and Wildlife Conservation Commission that it authorizes the total expenditure set forth in the grant application and acknowledges that it will have available and make any contribution identified in the grant application; and



4. The Port St. Joe Redevelopment Agency, acting through its Executive Director, shall act as project manager for this grant.

THIS RESOLUTION ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2014,  
on a vote of \_\_\_\_ yeas and \_\_\_\_ nays, by the Board of City Commissioners, City of  
Port St. Joe, Florida.

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

By: \_\_\_\_\_  
Mel C. Magidson, Jr.  
Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
James A. Anderson  
City Clerk-Auditor