June 21, 2016

Commission Reception 5:30 P.M.
Regular Public Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida

City of Port St. Joe

Bo Patterson, Mayor-Commissioner
William Thursbay, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, 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
6:00 P.M.
2775 Garrison Avenue
Tuesday June 21, 2016

Call to Order

Consent Agenda

Recognition of Service- Comm. McCroan
Swearing in of New Elected Officials- Comm. Buzzett & Comm. Lowry

Minutes

- **Regular Commission Meeting 6/7/16** — **Pages 1-10**
- **Special Meeting 6/16/16** — **Page 11**

PSJRA

- **Update**

City Attorney

- **Ord. 525 Alcohol Sales Within 100' of a Church or School** — **Pages 12-13**
  - **First Reading**

Old Business

- **Digital Sign- Mayor Patterson** — **Page 14**
- **Bin4Eleven- Pam Woolery** — **Pages 15-19**
- **Fourth of July Fireworks**
- **Patton Park Subdivison- Update**
- **Tom "Dooder" Parker Park Dedication- June 24th at 10:00 A.M.**
- **City Construction Crew Pay- Comm. Thursbay** — **Pages 20-23**
- **Waste Water Lagoon Study** — **Pages 24-49**

New Business

- **Financial Disclosures- Due July 1**
- **FRDAP Grant Application, 16th Street Disc. Golf & Girls Softball Fields- Comm. Thursbay**
- **Reid Ave. Handicap Parking- Mayor Patterson**
- **Propane Gas Trucks- Mayor Patterson**
- **Centennial Bldg. State Historic Preservation Grant Application- Comm. Buzzett**
  - **Resolution 2016-06, Grant Application** — **Pages 50-51**

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Update**

City Engineer

- **Golf Cart Crossing- Update**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard
Discussion Items by Commissioners
Motion to Adjourn

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, June 7, 2016, AT 6:00 P.M.

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

CONSENT AGENDA

Lynn Todd Service Appreciation Award

City Manager Jim Anderson recognized Lynn Todd for her more than 37 years of service to the City of Port St. Joe and presented her with a plaque of appreciation.

Preble-Rish Engineering – Service Appreciation Award

Mayor Patterson presented a plaque of appreciation to Preble Rish for the 23 years they have served as the City's engineering firm. Clay Smallwood, III, accepted the plaque on behalf of Preble-Rish.

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve the Minutes of the Regular Meeting on May 17, 2016. All in favor; Motion carried 5-0.

Port St. Joe Redevelopment Association (PSJRA) - Bill Kennedy shared that improvements are being made to Core Park; fill dirt will be delivered next week for the areas of depression and 10 parking spaces will be added near Eglin to accommodate visitors.

Commissioner Buzzett expressed his appreciation to Mr. Kennedy for the work that he has been doing on this project.

CITY ATTORNEY –

Garner Settlement Agreement (Handout)

A Motion was made by Commissioner Ashbrook, second by Commissioner Thursbay, to accept the terms of the Settlement Agreement. Mayor Patterson, Commissioners Ashbrook, and Thursbay voted in favor of the Motion and Commissioners Buzzett and McCroan voted nay. Motion carried 3-2. See attached Settlement Agreement – (Exhibit A)

Bin4eleven Loss Report - This item was Tabled to allow the Commission time to review the request.

Ordinance 525 Alcohol Sales Within 100' of a Church or School – First Reading: Mr. Gibson is working on this and will have it ready for the June 21, 2016, meeting.

Mr. Gibson announced that there would not be a Port Authority meeting tomorrow as several members are out of town.

CITY MANAGER'S REPORT – Jim Anderson

Digital Sign – Mayor Patterson: A phone call was made to Bill Benham of Digital Communication Display Network to discuss several questions. This was Tabled to allow the Commission to do more research on the issues.

Mexico Beach / PSJ Back Up Water Source – Commissioner Buzzett: Mr. Gibson is currently working on the Inter-local Agreement.

Centennial Building Roof Quotes – Commissioner Buzzett: A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to approve Option 1 and to take the funds from BP money. Voting in favor of the Motion were Commissioners Ashbrook, Buzzett, and Thursbay. Voting against the Motion were Mayor Patterson and Commissioner McCroan.

4th of July Fireworks – Fireworks are scheduled for Monday, July, 4th at 10:00 P.M. Commissioner Thursbay shared that there is a possibility an additional $5,000 will be forthcoming to add to the current $15,000.

TDC Funding FY 2015-2016 for the City – Discussion: City Staff will provide specs for the possibility of improving the lighting on the walking path with these funds.

Patton Park Subdivision Update – The fourth lot is under contract in the amount of $65,000 and the closing will be on June 16, 2016.

Mr. Anderson noted that Duke Energy remains firm on their price of $3,000 to remove several of their power polls in the Patton Park Subdivision.

New Business

Park Dedication – The ceremony to add the name Tom "Dooder" Parker Park at Forest Park South is scheduled for June 24, 2016, at 10:00 A.M.

City Property Tax Update – Preliminary indications are that property values are down $4,000,000 in the City which equates to approximately $15,000 less in AD Taxes for the coming fiscal year.

Duke Energy – Power Quality Issues: Duke Energy representative, Danny Collins, was in town today to discuss the ongoing power issues Duke Energy customers are having. Duke Energy is aware there are problems and they are working to resolve them.

Stebel / Charles Avenue Water Line Loop – Mr. Anderson will contact SRF to see if any funding is available to help with this project.

Lynn Todd – Retirement Payout (Handout) - A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the retirement payout request for Lynn Todd which is 240 hours of annual leave and 500 hours of sick leave. All in in favor; Motion carried 5-0.

City Construction Crew Pay – Commissioner Thursbay: This item was Tabled to allow City Staff to review the cost as this was not a budgeted item.

Community Swimming Pool – Commissioner Buzzett: A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to use BP Funds to contribute $1,500 for the restoration of the pool. All in favor; Motion carried 5-0.

Fee Waiver Request Washington Gym – Gulf County Emancipation Day Celebration Committee: A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to grant the Fee Waiver Request for use of the Washington Gym. All in favor; Motion carried 5-0.

Public Works – John Grantland did not have anything to share.

Surface Water Plant – Larry McClamma

White City Tank – Request to Bid Cleaning: Mr. McClamma noted the request should be to paint the tank rather than clean it. Funds are in the current budget for this project. A Motion was made by

Commissioner Thursbay, second by Commissioner Ashbrook, to request bids for this project. All in favor; Motion carried 5-0.

Wastewater Plant – Kevin Pettis shared that Algae issues are minimal and the Sonic Disrupters have been working well. There is a leak in an underground pipe that is preventing the spraying from being done and efforts are being made to locate the leak.

City Engineer - Clay Smallwood, III,

Golf Cart Crossing Update – FDOT still has the application and Mr. Smallwood is hoping to hear something from them in a few days.

Code Enforcement – Mr. Burkett's report was reviewed but did not require any action. Mayor Patterson asked that residents keep their property clean and noted the improvements made to the lot at the intersection of Woodward Avenue and First Street.

Police Department – Chief Herring did not have anything to share.

City Clerk – Charlotte Pierce

City Run-off Election June 14, 2016 – Clerk Pierce noted that everything is in place for Tuesday's Run Off Election. The Code Red System has been utilized to remind citizens of the Early Voting opportunity; there will be an article in this week's Star about early voting and the election, and the City sign at the intersection of Highways 98 and 71 contains information about early voting.

Consensus was that Commissioner Ashbrook and Clerk Pierce will serve on the Canvasing Board for the upcoming election.

Mrs. Pierce shared that there are two vacancies on the Florida Municipal Insurance Trust (FMIT) Board that need to be filled. She asked that if any Commissioner wanted to serve that they let her know by tomorrow as a nomination form, a letter of nomination, and biography / resume are due soon.

Citizens to be Heard –

Linda Tschudi shared her concerns about Langston Drive; issues at the intersection of Avenue D and Battles Street, and problems with garbage pickup.

Otis Stallworth noted he is involved with the North Port St. Joe Project Area Committee and they will be requesting RESTORE Act funds. He asked that the City give guidance when possible and help the committee go forward.

Tan Smiley commended the Commission for the good work they are doing and encouraged them to seek a salary for themselves.

Chester Davis invited the Commission to the Gulf County Emancipation Day Celebration to be held on June 25, 2016, from 1 PM to 7 PM.

Christy McElroy provided the Commission with her update on issues concerning Dave Mazzeo.

Charlotte Pierce, speaking on behalf of the Pierce Family, read a prepared statement that is attached as Exhibit B.

Discussion Items by Commissioners

Commissioner Buzzett – did not have anything to discuss.

Commissioner McCroan – did not have any concerns to share.

Commissioner Ashbrook – noted the air conditioning was in dire need of being fixed.

Commissioner Thursbay – encouraged everyone with issues to call Commissioner McCroan as his term would be ending in a couple of weeks.

Mayor Patterson did not have anything to share.

A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to adjourn the Meeting at 7:43 P.M.

Approved this _____ day of _____ 2016.

_____ _____

James "Bo" Patterson, Mayor Date

_____ _____

Charlotte M. Pierce, City Clerk Date

Ex. (A)

SETTLEMENT AGREEMENT AND GENERALRELEASE

This Settlement Agreement and General Release ("the Agreement") is entered into by and between Plaintiff, WILLIAM DAVID GARNER. (hereinafter "Garner") and Defendant, City of Port St. Joe, Florida (hereinafter "the City")as follows:

I. RECITALS

WHEREAS, Garner commenced a civil action against the City in the Circuit Court of the Fourteenth Judicial Circuit, in and for Gulf County, Florida, which was assigned case number 2016-CA-000017("the lawsuit"); and

WHEREAS, Garner requested a grievance hearing pursuant to the City's policies and procedure manual following his termination ("the hearing"); and

WHEREAS, Garner and the City (together, "the parties")have determined that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

NOW THEREFORE,in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

II. RELEASE AND COVENANTS

1. The City agrees that it, or others on its behalf, shall pay Garner a total sum of six thousand dollars ($6,000.00) as full and complete settlement and satisfaction of any and all claims Garner has or may have against the City, including but not limited to any claims for damages, attorneys' fees, and costs. This sum shall be paid in the form of a check payable to "Trust Account of Matt Ward, P.A." and counsel for Garner shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount.

2. The City further agrees to accept a letter of resignation in lieu of termination, drafted by Garner, and placed in Garner's personnel file, and to provide neutral references to all prospective employers, providing only dates of employment and positions held. Garner agrees to provide a letter of resignation to the City within seven days of execution of this agreement.

3. The payment of the above-referenced amount shall occur within fourteen (14) days after an original of this Agreement and I.R.S. Tax Form W-9, are executed by Garner and his counsel and are returned to the City's counsel in this matter. And FR-13 statement of disability by employer form completed by the City. By payment of this sum,

the City admits no liability with regard to any claim or potential claim by Garner against it.

4. Garner agrees to dismiss, with prejudice, his claim in the lawsuit and to never commence any civil action based upon the facts and events alleged therein.

5. Garner withdraws his request for a civil grievance hearing with the City, and agrees to waive any and all rights conferred upon him by the City of Port St. Joe policies and procedural manual reference the claims made in the lawsuit.

6. In exchange for the payment of monetary compensation described in Paragraph "1" above, Garner releases the City and its officers, administrators, employees, agents, third party administrators, legal representatives, insurers, successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the City, along with any other related entities thereof, personally, officially, or in any capacity whatsoever, from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown,(including by not limited to those listed in Exhibit A)which Garner may now have or which Garner may have had prior to the date of this Agreement, and whether raised in the instant litigation or not, to the maximum extent permitted by law.

7. Except as to any claims arising under Section 440.205, Florida Statutes, this release does not constitute, and should not be construed or interpreted, as a release of Garner's claims against the City of Port St. Joe arising under Chapter 440, Florida Statutes (The Florida Workers' Compensation Act) including, but not limited to, the work related accident and injury of February 11, 2015."

8. The parties agree each side shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

9. Garner agrees that he will not reapply for employment with the City.

10. The parties recognize and agree that execution of this Agreement and compliance with it by the City constitutes a total settlement and release of all claims listed in the lawsuit.

11. The parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that theyhave been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and, that theyhave been advised regarding their rights.

12. Neither this Agreement, nor anything contained herein or anything represented or averred by Garner or the City is to be construed as an admission by the City of any liability, wrongdoing or unlawful conduct whatsoever. It is further understood and agreed that this Agreement is the compromise of a disputed claim, and that the City expressly denies any liability for the acts complained of by Garner, and that this Agreement is intended merely to avoid litigation and, once and for all, to end any dispute between Garner and the City.

13. The parties agree that the terms of the Agreement shallremain confidential except to the extent that disclosure is required by law.

14. Garner covenants and agrees, except as required by law, never to commence or prosecute or aid in any way any action or any proceeding against the City on his own behalf based upon any claims, demands, causes of action, obligations, damages, or liabilities of any kind reference those listed in the lawsuit. This provision shall not operate as a bar to a proper cause of action by Garner based solely upon future conduct of the City occurring beyond the effective date of this Agreement.

15. This Agreement contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

16. Garner agrees that the terms of thisAgreement shall be binding upon his heirs, executors, administrators, successors, and assigns.

17. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be the Circuit Court of the Fourteenth Judicial Circuit, in and for Gulf County, Florida.

18. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

19. No waiver of any breach of any provision or term of this Agreement or of any objection to any act or omission connected therewith shall be implied or claimed by either party or be deemed to constitute a consent to any continuation of such breach, act, or omission.

20. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

21. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

WILLIAM DAVID GARNER,
Plaintiff

Jim Anderson as City Manager for
The City of Port St. Joe, Florida

EXHIBIT A

- Title VII of the Civil Rights Act of 1964, as amended
- Sections 1981 to 1988 of Title 42 of the US Code, as amended
- Employment Retirement and Income Security Act of 1974, as amended
- Immigration Reform and Control Act as amended
- Age Discrimination in Employment Act of 1976, as amended
- Worker Adjustment and Retraining Notification Act, as amended
- Sarbanes-Oxley Act of 2002
- The Florida Civil Rights Act, Chapter 760, *Florida Statutes*
- Florida Private Sector Whistle-Blower Act
- Florida Public Sector Whistle-Blower Act
- Florida's Worker's Compensation Law Anti-Retaliation Provision, Section 440.205, *Florida Statutes*
- Florida Statute regarding Wage Rate Discrimination on the basis of sex, Section 448.07, *Florida Statutes*
- Florida Omnibus AIDS Act
- Florida Statutory Provision regarding discrimination based on mandatory Sickle-Cell Trait Testing
- Florida Educational Equity Act
- Any public policy, contract, tort, or common law
- Any claim for costs, attorneys' fees, or other expenses in this matter.

Ex. (B)

Mayor and Commissioners: I am speaking as citizen Charlotte Pierce.

I am compelled by recent events to make a statement and share some thoughts with you. On behalf of the Pierce Family, I would like to read the following statement for the record.

We understand that your vote tonight is a formality concluding the settlement offered on May 27, 2016, to former officer Garner. We also understand that it was a favorable business deal for the City by eliminating a civil law suit while absolving the City and its employees of future law suits by David Garner. However, it is a very bitter pill for our family to swallow.

On February 11, 2015, our son died while in the custody of this officer. There were only two people in the building at that time. One of them can never tell us what happened and the other has refused to tell us what happened.

The officer has refused to speak with FDLE during its investigation or cooperate in any way with the City's investigation. As Commissioner Buzzett stated months back, "No one has lobbied for the Pierce Family." We have not asked for, nor have we received any compensation for our loss. We have not received as much as an apology from the officer. In stark contrast, the officer filed a grievance and two civil lawsuits seeking financial compensation for himself. He has requested compensation for pain and suffering. I would suggest to you that he has not known the pain and suffering that our family has known.

Quoting from State Attorney Glenn Hess' letter of August 5, 2015, to Chief Matt Herring, "It is clear that Mr. Pierce's death was the direct result of professional shortcomings by Sergeant William Garner." To our family, it is unconscionable that any funds would be awarded to this officer, whether he receives any funds personally or whether the funds go entirely to his multiple attorneys.

Throughout this ongoing nightmare, City Manager Jim Anderson, Chief of Police Matt Herring, and his department have demonstrated the utmost professionalism and integrity. The City of Port St. Joe is fortunate to have Mr. Anderson and Chief Herring leading the daily operations of the City.

I trust that the City will prevail in the remaining Workers Compensation lawsuit brought by the officer. Your vote tonight brings closure for the City on several issues but there is no closure for the Pierce Family because there are so many unanswered questions remaining from the night of February 11, 2015.

It is with humble and grateful hearts that we say thank you to Port St. Joe and the surrounding communities for the overwhelming outpouring of love, support, and encouragement that we have received during Jonathan's untimely death. Their many acts of kindness have helped to make a very difficult time more bearable.

When a tragedy occurs, the Port St. Joe community cannot be equaled for undergirding the families affected. We have been blessed by their generosity and are so grateful for it.

Thank you.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 Garrison Avenue, June 16, 2016, at 12 Noon.

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett and Thursbay. City Manager Jim Anderson and City Clerk Charlotte Pierce were also present. Commissioners McCroan was absent. Commissioner-Elect Brett Lowry was also present.

Resolution 2016-05 Election Certification

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve Resolution 2016-05 Election Certification. All in favor; Motion carried 4-0. Attached are Exhibit A: Official Certificate of City of Port St. Joe Canvasing Board for the City of Port St. Joe Run-Off Election 2016 provided by Gulf County Supervisor of Elections, John M. Hanlon and Exhibit B: City of Port St. Joe Resolution No. 2016-05.

Citizens to Be Heard

No one wished to address the Commission.

Commissioner Comments

None of the Commissioners had any comment.

Motion to Adjourn

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to adjourn the Meeting at 12:01 P.M.

Approved this _____ day of _____ 2015.

_____ _____

James "Bo" Patterson, Mayor Date

_____ _____

Charlotte M. Pierce, City Clerk Date

ORDINANCE NO. 525

AN ORDINANCE OF THE CITY OF PORT ST. JOE REPEALING ORDINANCE 382 AND SECTION 6-3, CODE OF ORDINANCES; ADOPTING A NEW SECTION 6-3 FORBIDDING THE OPERATION OF AN ALCOHOLIC BEVERAGE ESTABLISHMENT WITHIN 100' OF A CHURCH OR SCHOOL LOCATED IN COMMERCIAL, MIXED USE OR INDUSTRIAL ZONING DISTRICTS, FORBIDDING THE OPERATION OF AN ALCOHOLIC BEVERAGE ESTABLISHMENT WITHIN 500 FEET OF A CHURCH OR SCHOOL LOCATED IN ANY OTHER ZONING DISTRICT; ALLOWING FOR EXCEPTION BY THE CITY COMMISSION, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. Ordinance 382 and Section 6-3 of Code of Ordinances of the City of Port St. Joe is repealed.

2. New Section 6-3 of the Code of Ordinances of the City of Port St. Joe is hereby enacted to read as follows:

Section 6-3. Proximity to church or school.

1.1 If a church or school is located in any zoning category other than a commercial, mixed use or industrial zone, it shall be unlawful to operate an alcoholic beverage establishment licensed by the state within 500 feet of any church or any school within the city.

1.2 The 500 foot distance exclusion zone from a church or school is reduced to a 100 foot distance exclusion zone from a church or school located in a commercial, mixed use, or industrial zone.

2. It is the zone in which the church or school is located that determines whether the 500 foot exclusion zone or the 100 foot exclusion zone applies.

3. In the event a church or school is located within a commercial, mixed used or industrial zone and an alcoholic beverage establishment wishes to locate within 100 feet of the church or school, the City Commission, by a majority vote, may exempt a properly licensed alcoholic beverage establishment from the 100 foot exclusion zone. The exemption may not be granted by the City Commission until a proper petition to the City Commission has been made by the owner of the alcoholic beverage establishment, a 30 day public notice has been given, and the governing body of any and all church(es) or schools located within the 100 foot exclusion zone has given consent. The petitioner shall bear all costs of the public notice and must serve a copy of the petition upon the governing body of the church or school.

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

4. SEVERABILITY: If any section, subsection, sentence, clause or provision of this

ordinance is held invalid, the remainder shall not be affected by such invalidity.

5. 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 _____, 2016.

THE CITY OF PORT ST. JOE

By:_____
JAMES "BO" PATTERSON
MAYOR-COMMISSIONER

ATTEST:

_____
CHARLOTTE M. PIERCE
CITY CLERK

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

Don Bell Signs to fabricate & install

(1) S/F Main ID sign w/ 3D foam scallop

shell

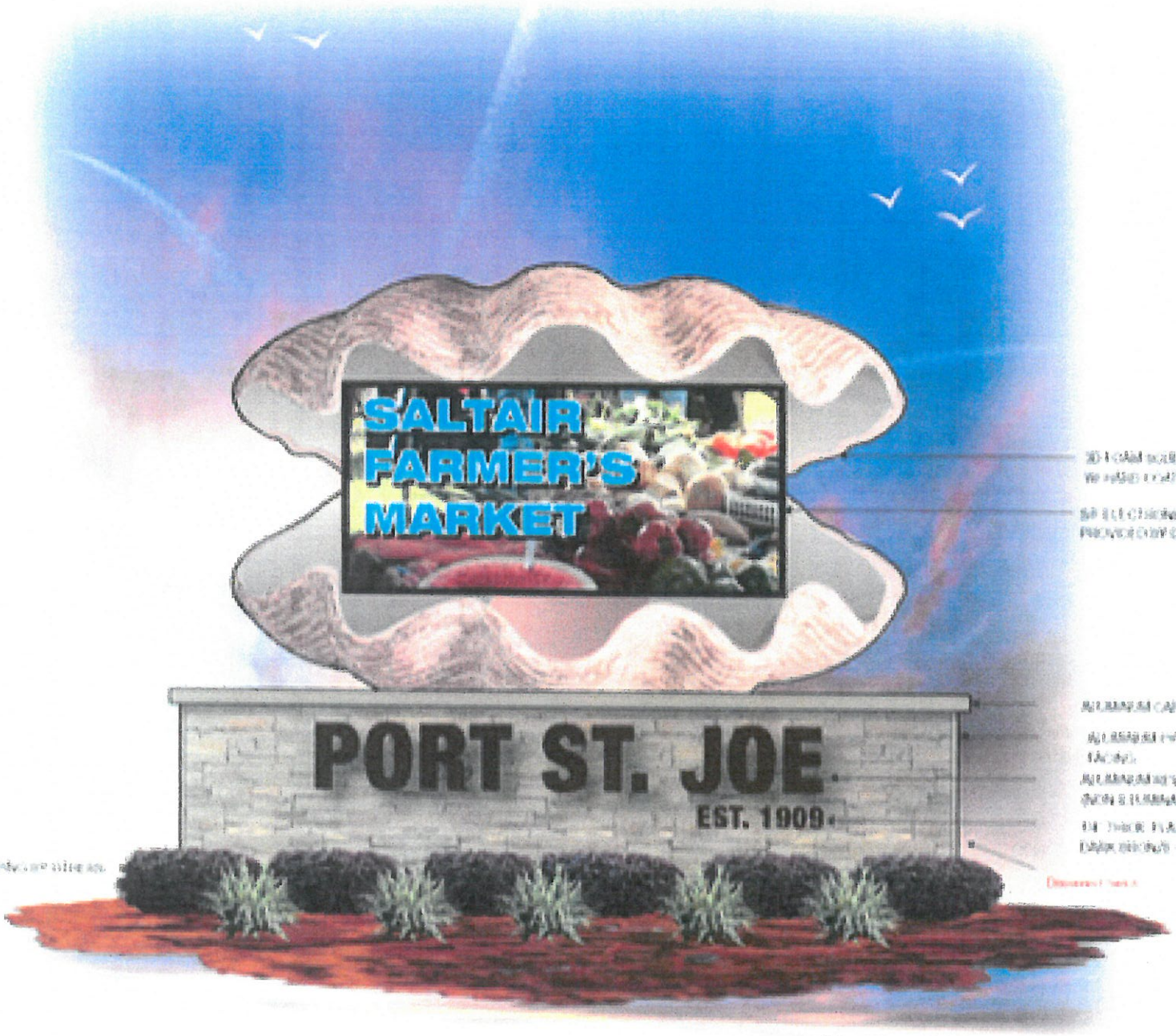
Electronic Message Display
(1) S/F , To be supplied by customer

& installed by DBS Communication _____

Notes:

Graphic depictions on electronic message centers are for presentation purposes only.

Electrical _____ (TBD)



bin 4eleven
coffee house & gourmet specialties

Loss Report
Incident 1.19.16
At bin 4eleven
411 Reid Avenue,
Port Saint Joe, Fl 32456

Submitted to the
City of Port St Joe, Florida

- Loss of Income $1500.00
- Wages ($871 + 95 taxes) 966.00
- % Utilities (electric, cable, trash) approx. $40/electric + $9.50/sewer-trash, $20/medico 49.50
- How will water consumption be handled? Credit monthly bill for all water consumption on 1.19.16? Significant water was wasted or unusable and don't know how. ?
- Products/supplies damaged (Contamination) - invoice #139112 1727.02
- Repair of Coffee machines 631.50
- % of Rent 76.10
- % of leased equipment (ice machine & dishwasher) 7.25
- Gas to/from coffee supplier (Necessary to drive to/from Santa Rosa Beach to get enough supplies to operate the next day.) Supplier will ship what was not immediately available.) 94 miles x 2 ways x .55/mile = 103.40
- Mop heads (2) 18.00
- Food Wasted 250.00
- Plumber repair 134.55
- ~~Ice Machine repair~~ ~~Bill not yet rec'd~~

Total Loss $5463.32

Amavida Coffee and Trading Company
PO Box 4686
Santa Rosa Beach, FL 32459

877-657-9992 www.amavida.com
850-249-8657 Roaster Operations

Order Date	Invoice #	Order Number	Due Date
1/21/2016	139112	00036124	1/21/2016

Bill To

Bin 4 Eleven
Pam Woolery
POB 910
Port St. Joe, FL 32457

Ship To

Bin 4 Eleven
Pam Woolery
411 Reid Ave.
Port St. Joe, FL 32456

Code	Description	Quantity	U/M	Price	Total
200-PAA151-80	Peru Solycafe FT Organic AAA Coffee - 5 lb bag	1		47.50	47.50
220-ESI002-80	Espresso Iza FT Coffee - 5Lb	3		49.50	148.50
240-CGM151-80	Congo Lake Kivu FT Muungano Cooperative - 5 lb bag	1		49.50	49.50
200-COP151-80	Colombia Cauca Organic FT SPP Fondo Paez - 5 lb bag	2		51.50	103.00
200-GUR151-80	Guatemala HueHuetanango Organic FTO Rio Azul - 5 lb bag	1		51.50	51.50
230-DES001-80	Ethiopia FT Organic Natural Sidamo Royal Select Water Decaf - 5 lb bag	1		49.50	49.50
220-CBB005-80	Amavida FT Organic Cold Brew Blend - 5 lb bag	2		47.50	95.00
240-CGM151-12	Amavida Congo Blend - 12 oz bag	6		9.95	59.70
200-GUR151-12	Guatemala HueHuetanango Organic FTO Rio Azul - 12 oz bag	12		10.00	120.00
200-COP151-12	Colombia Cauca Organic FT SPP Fondo Paez - 12 oz bag	12		10.00	120.00
200-SUG1512-12	Sumatra Gayo FT Organic Permata Gayo - 12 oz bag	12		9.00	108.00
572-RMC	Rishi Masala Chai Concentrate 64 oz.	6	ea	11.95	71.70
Sales Discount 5%	Case Discount			-5.00%	-3.59
425-LTUR	Rishi Turmeric Ginger Loose Tea, Organic, 1 lb.	1	ea	19.93	19.93
425-LCM	Rishi Chamomile Medley Loose Tea, Organic, 1 lb.	1	ea	19.30	19.30
425-ITRCG	Rishi Citron Green Iced Tea - 1 lb	2	ea	16.00	32.00
425-LJC	Rishi Jade Cloud Loose Tea, FTO, 1 lb.	1	ea	24.48	24.48
425-LOB	Rishi Orange Blosom Loose Tea, FTO, 1 lb.	1	ea	24.72	24.72
425-LEG	Rishi Earl Grey Loose Tea, FTO, 1 lb.	1	ea	23.53	23.53
425-LCB	Rishi Breakfast Loose Tea, FTO, 1 lb.	1	ea	21.03	21.03

		Subtotal
Customer Contact		**Sales Tax (7.0%)**
Customer Phone		**Total**

Fax #	E-mail
877-657-9992	sales@amavida.com

☐ Quantity ☐ Grind ☐ Price ☐ Aging

Amavida Coffee and Trading Company
PO Box 4686
Santa Rosa Beach, FL 32459

877-657-9992 www.amavida.com
850-249-8657 Roaster Operations

Order Date	Invoice #	Order Number	Due Date
1/21/2016	139112	00036124	1/21/2016

Bill To
Bin 4 Eleven Pam Woolery POB 910 Port St. Joe, FL 32457

Ship To
Bin 4 Eleven Pam Woolery 411 Reid Ave. Port St. Joe, FL 32456

Code	Description	Quantity	U/M	Price	Total
395-B0139	Bunn Tea Filters - 500ct DS Filters	1		21.50	21.50
310-T0500	Toddy Filters -50 pack	1		70.00	70.00T
391-UNP1C	URNEX Premium OMRI Urn & Brwer Cleaner - 100 Packets	1		24.50	24.50T
690-WS446	Fair Trade Raw Cane Sugar - 500ct	1	cs	16.00	16.00
690-SP102	Splenda - 2000 ct	1		36.50	36.50
530-G6257	Ghirardelli Chocolate Sauce - 89 oz Bottle	3		16.28	48.84
530-G6251	Ghirardelli White Chocolate Sauce - 89 oz Bottle	3		17.85	53.55
Sales Discount 5%	Case Discount			-5.12	-5.12
590-D4729	Dr. Smoothie Naturals Neutral Base - 3.5lb	5		17.50	87.50
Sales Discount 5%	Case Discount			-5.00%	-4.38
590-D2010	Dr. Smoothie 100% Four Berry - 46 oz	6		15.00	90.00
Sales Discount 5%	Case Discount			-5.00%	-4.50
760-WC-CUPA12SL	World Centric 12 oz Hot Cup - per sleeve	6		4.35	26.10
760-WC-CULCS8	World Centric 8oz Hot Cup Lid - Case of 1000	1		58.61	58.61
610-S1070	7" Birch Stir Sticks - Box of 1000	2		8.00	16.00

Customer Contact		
Customer Phone		

Subtotal	$1,720.40
Sales Tax (7.0%)	$6.62
Total	$1,727.02

Fax #	E-mail
877-657-9992	sales@amavida.com

☐ Quantity ☐ Grind ☐ Price ☐ Aging

Amavida Coffee and Trading Company
PO Box 4686
Santa Rosa Beach, FL 32459

877-657-9992 www.amavida.com
850-249-8657 Roaster Operations

Invoice

Customer PO	Terms	Due Date
		1/27/2016
Invoice #	**Order Number**	**Order Date**
139179		1/27/2016

Bill To
Bin 4 Eleven Pam Woolery POB 910 Port St. Joe, FL 32457

Ship To
Bin 4 Eleven Pam Woolery 411 Reid Ave. Port St. Joe, FL 32456

Code	Description	Quantity	U/M	Price	Total
Services	Swapped Water Filter (10,000 Gal)			125.00	125.00T
Services	Swapped Espresso Machine Filter			175.00	175.00T
Services	Serviced Rancillio Espresso Machine			150.00	150.00T
Services	Labor, 2 hours			150.00	150.00

Customer Contact		
Customer Phone		

Fax #	E-mail
877-657-9992	sales@amavida.com

Subtotal	$600.00
Sales Tax (7.0%)	$31.50
Total	$631.50

☐ Quantity ☐ Grind ☐ Price ☐ Aging

MIZE PLUMBING SERVICES and SUPPLY, Inc.
850-229-6821 or 850-229-6018
CFC057220 ER0011618 CGC1508814 CFC1426594
520 East First Street
Port St. Joe, FL 32456

Invoice

Date	Invoice #
2/9/2016	23445

Bill To	Ship To
Bin 411 PO Box 910 Port St Joe, FL 32457	411 Reid Ave 2/8/16

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
19933			2/9/2016			

Quantity	Item Code	Description	Price Each	Amount
1	materials	thrift	16.99	16.99T
1	materials	sewer popper	33.99	33.99T
1	service call	service call/labor. Changed out fernco and checked all drains	80.00	80.00
		Sales Tax	7.00%	3.57

#940

Total $134.55

19

CITY OF PORT ST. JOE
DEPARTMENT OF PUBLIC WORKS
STANDARD OPERATING PROCEDURES

SOP# 2016-01

Purpose – Pay Differential for Utility Construction

Written by: John Grantland, Public Works Director

Approved by: Board of City Commissioners

Date: 6-15-16

Description: This policy is to define a schedule of pay differential for individuals of a work crew who engages in the installation, expansion or replacement of utilities for the City of Port St Joe that is not part of the regular job description which includes the repair and maintenance or other normal functions of any utility system the City owns.

In an effort to minimize costs for utility construction that add valued customers to the City's infrastructure base and while recognizing that certain utility projects can be completed utilizing City staff rather than by contract the pay differential schedule (Attachment A) allows for an adjustment of the hourly rate of pay for employees who perform this work. Any adjustment shall be submitted in writing (Attachment B) to the City Manager for a specific project by the Department Head and shall indicate the project, amount of adjustment, position to be held by the employee and duration of the adjustment or project period.

Any adjustment for an employee who is performing the work is only relative to the amount of time that the employee spends engaged in or on the described project and the adjustment pay will not paid to any employee while he or she is not engaged on the project. This shall mean that no employee who has been approved for the pay adjustment will be paid at that rate of pay while not performing work on the specific project which includes rain days, sick or vacation time, on-call or after hours work or any other time that is spent other than on the approved project. A weekly time log (Attachment C) shall be kept by the Department Head and turned in to the payroll clerk each pay period showing the exact number of hours each employee spent on any project that receives adjustment pay. This log shall be signed by the department head as well as each employee.

Authority for any adjustment shall rest solely with the City Manager unless the position feels Board approval is required. The rate of adjustment shall be evaluated and or adjusted as necessary during the City's normal budget cycle.

Attachment A

Differential Pay Schedule

Position Description	Hourly Differential
Project Foreman/Forward Layer	$2.75
Equipment Operator	$2.25
Piping Specialist/Tail Man	$1.75
Hill Man	$1.00

Attachment B

Project Adjustment Request

1. Project Name: _____

2. Project Description:

   _____
   _____
   _____
   _____
   _____
   _____
   _____

3. Project Duration: _____

4. Employees to Adjust and Position:

   a. _____ Position _____

   b. _____ Position _____

   c. _____ Position _____

   d. _____ Position _____

Completed by: _____ Date: _____

Approved [] Denied []

_____ Date: _____
Jim Anderson, City Manager

Attachment C

Project Differential Pay Time Log

Employee	Mon	Tues	Wed	Thurs	Friday	Employee Signature	Supervisor Signature

Zimbra **janderson@psj.fl.gov**

Fwd: City of Port St. Joe- WW230120

From : Charlotte Pierce <cpierce@psj.fl.gov> Fri, Jun 10, 2016 11:39 AM

2 attachments

Subject : Fwd: City of Port St. Joe- WW230120

To : Jim Anderson <janderson@psj.fl.gov>

External images are not displayed. Display images below

Mr. Jim,

Please see the email below and attachments.

Charlotte M. Pierce, City Clerk
Human Resource Officer / Grant Writer
P. O. Box 278 - Port St. Joe, FL 32457
850-229-8261 / Fax 850-229-8325

From: "Farhana Juman" <Farhana.Juman@dep.state.fl.us>
To: cpierce@psj.fl.gov
Cc: jonesp@preble-rish.com, bpatterson@psj.fl.gov
Sent: Friday, June 10, 2016 11:24:14 AM
Subject: City of Port St. Joe- WW230120

24

Good afternoon,

Attached is the offer letter, and a copy of the proposed State Revolving Fund loan agreement for the City's Treatment project.

Please have the appropriate officials sign and seal two copies, and return them to us within three weeks at the address below. We will sign the documents and mail a fully executed original to the City.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions, please contact me.

Thank you,

Hana Juman

Government Operations Consultant II

State Revolving Fund Management

25

Division of Water Restoration Assistance

Florida Department of Environmental Protection

3900 Commonwealth Blvd, MS 3505

Tallahassee, FL 32399-3000

Farhana.Juman@dep.state.fl.us

Office: 850-245-2920

/servi

Dep Customer Survey

Offer Letter.pdf
299 KB

Loan Agreement WW23012.pdf
74 KB

26

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

June 10, 2016

Ms. Charlotte Pierce
City Clerk
City of Port St. Joe
324 Marina Drive
Port St. Joe, Florida 32456

Re: WW230120 – Port St. Joe
Treatment

Dear Ms. Pierce:

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

Please have the appropriate officials sign and seal two copies, and return them to us within three weeks at 3900 Commonwealth Boulevard, Mail Station 3505, Tallahassee, Florida, 32399-3000. We will sign the documents and mail a fully executed original to you.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Hana Juman at (850) 245-2920.

Sincerely,

Angela Knecht

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/fj

Attachment

cc: Honorable Bo Patterson – City of Port St. Joe
Philip Jones – Preble-Rish

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF PORT ST. JOE, FLORIDA

CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
WW230120

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

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

CONTENTS PAGE

CONTENTS PAGE

CLEAN WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT

WW230120

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF PORT ST. JOE, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, and Chapter 62-503, Laws of Florida, the Department is authorized to make loans to local governmental agencies to finance the planning of wastewater pollution control facilities; and

WHEREAS, pursuant to the Capitalization Grant Award, the Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Clean Water Act; and

WHEREAS, the Local Government has made application for the financing of Planning Activities, and the Department has determined that all requirements for a Loan and Principal Forgiveness have been met.

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

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

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

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

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

(4) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.

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

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

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

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

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

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

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

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

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

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

(15) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities. This Project is a Capitalization Grant Project as defined in Chapter 62-503, Florida Administrative Code.

(16) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water, Sewer and Solid Waste Systems after payment of the Operation and Maintenance

Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(18) "Project" shall mean the construction of facilities planned through the Planning Activities. The Project shall be defined more specifically if the Agreement is amended.

(19) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(20) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of Port St. Joe, Florida, Water and Sewer System Refunding Revenue Note, Series 2010, issued in the amount of $15,334,219.51, pursuant to Resolution No. 2013-07, amending and supplementing Resolution No. 08-10, as supplemented and amended by Resolution No. 2010-016; and

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

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

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

(22) "Solid Waste System" shall mean all facilities and equipment owned by the Local Government for collecting and disposing of solid waste.

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

1.02. CORRELATIVE WORDS.

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

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

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

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

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

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

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

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

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

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

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

valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available; and (d) any given year in which Loan funds are received, the Local Government shall submit certification that the revenue generation system is in conformance with 2.01(14) and Chapter 62-503.700(2)(h)3, Florida Administrative Code.

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

(12) The Local Government agrees to complete the Planning Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Planning Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of completing planning or administrative activities in order to construct facilities which will, in all events serve a public purpose.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

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

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

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

2.03. AUDIT AND MONITORING REQUIREMENTS.

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

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS-120001-016	EPA	66.458	Capitalization Grants for State Revolving Funds	$175,000	140131

(2) Audits.

(a) In the event that the Local Government expends $750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department of Environmental Protection at one of the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

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

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

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

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

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums

becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

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

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

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

3.04. ASSETS HELD IN TRUST.

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

ARTICLE IV - PROJECT INFORMATION

4.01. RESERVED.

4.02. RESERVED.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water, Sewer or Solid Waste System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this or subsequent Loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Planning Activities. The Local Government also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department may conduct a final inspection of the Planning Activities records, or if this Agreement is amended to fund Construction Related Costs, the Department shall conduct a final inspection of the Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. After the Department establishes the final Planning Activities costs to be financed by the Loan, the amount may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay the approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for allowable invoiced costs. The Principal Forgiveness on each disbursement will be 38.10 percent of the requested amount after subtracting costs that are ineligible for Principal Forgiveness.

Requests by the Local Government for disbursements of the Planning funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Assessment as described in Chapter 62-503.751 Florida Administrative Code, have been met.

ARTICLE V - RATES AND USE OF THE WATER, SEWER AND SOLID WASTE SYSTEMS

5.01. RATE COVERAGE.

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

5.02. NO FREE SERVICE.

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

5.03. MANDATORY CONNECTIONS.

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

5.04. NO COMPETING SERVICE.

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

5.05. MAINTENANCE OF THE WATER, SEWER AND SOLID WASTE SYSTEMS.

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

5.06. ADDITIONS AND MODIFICATIONS.

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

5.07. COLLECTION OF REVENUES.

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

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

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

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water, Sewer or Solid Waste System.

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

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

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

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

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

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

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State Law. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

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

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

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

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

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water, Sewer and Solid Waste Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

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

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to offices and other sites where Planning Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

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

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final costs, including Principal Forgiveness amount financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds by the date set in Section 10.07 for establishing the Loan Debt Service Account. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

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

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $175,000. Of that, the estimated amount of Principal Forgiveness is $66,675. The estimated principal amount of the Loan to be repaid is $108,525, which consists of $108,325 to be disbursed to the Local Government and $200 of Capitalized Interest.

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

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $3,500 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $175,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.64 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0.64 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2016, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of $2,989. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on August 15, 2017, and semiannually thereafter on February 15 and August 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $112,025, which consists of the Loan principal plus the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that actual Project costs and Planning Activities costs have not been determined as of the effective date of this Agreement. An adjustment to the Planning Activities costs may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve information for preparation of the Environment Assessment prior to the date specified in Section 10.07 may cause adjustment of the Planning Activities costs. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final amount, and Project costs if financed by this Loan, shall be established in the final amendment. Changes in the Planning Activities or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Planning Activities and related costs:

CATEGORY	COST($)
Planning Activities costs	$175,000
Less Principal Forgiveness	($66,675)
SUBTOTAL (Loan Amount)	$108,325
Capitalized Interest	$200
TOTAL (Loan Principal Amount)	$108,525

10.07. SCHEDULE.

All Planning Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 12, 2015 shall be eligible for reimbursement.

(2) Completion of all Planning Activities for all Project facilities proposed for loan funding no later than February 15, 2017.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2017.

(4) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning May 15, 2017, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(5) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of $2,989 shall be due August 15, 2017.

10.08. SPECIAL CONDITION.

Prior to any funds being released, the Local Government shall submit the following:

(1) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(2) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW230120 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF PORT ST. JOE

_____
Mayor

Attest:

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

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

RESOLUTION 2016-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING A GRANT APPLICATION FOR THE CENTENNIAL BUILDING; PROVIDING FOR A FUNDING SOURCE FOR ANY REQUIRED MATCH; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida will apply to the Bureau of Historic Preservation of the Division of Historical Resources for improvements to certain City property known as the Centennial Building; 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 City Manager 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 City Clerk shall be responsible for 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 in the amount of $ 500,000; and

2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the City Manager to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Bureau of Historic Preservation 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 parties that may result from this application; and

3. The City of Port St. Joe, Florida hereby assures the Bureau of Historic Preservation that it authorizes the total expenditure set forth in the grant application and acknowledges that it will have available from existing BP funds and will make any contribution identified in the grant application; and

4. The City Clerk shall act as project manager and Designated Project Contact for this grant and; and

5. The City Commission certifies that this project will not result in any transfer of jobs or employment or the production of goods or services to an area where there is no demand for such.

6. Any Resolution previously adopted relative to this particular grant is repealed.

THIS RESOLUTION ADOPTED THIS _____ day of _____, 2016, 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:_____
James "Bo" Patterson
Mayor-Commissioner

ATTEST:

_____
Charlotte M. Pierce
City Clerk

Code Enforcement 2016 Actvity
As of 6/6/2016

	Open	Closed	Total	Increase
Unlawful Accumulation	55	124	179	19
Substandard Structure	9	2	11	1
Abandoned Vechicle	3	10	13	
Unlawful Sewer	0	1	1	
Land regulation Violation	0	21	21	
Business Lic. Violation	0	1	1	
Special Master Hearings		1	1	
Building Demolition	3		3	
Waste Violation	8	184	192	6
Sign Violation	0	123	123	6
Total	78	467	545	32