

**October 3, 2023  
Regular Meeting  
12:00 Noon**



## City of Port St. Joe

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

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

# **BOARD OF CITY COMMISSION**

## **October 3, 2023**

### **Call to Order**

### **Consent Agenda**

### **Minutes**

- **Regular Meeting 9/19/23** **Pages 1-7**
- **Special Meeting 9/22/23** **Pages 8-9**

### **Planning Board Recommendations**

- **Ordinance 603- 2<sup>nd</sup> Reading & Adoption**  
**Small Scale Map Amendment & Rezoning Request** **Pages 10-30**  
**Parcel # 04855-001, 04855-004R, & 04855-050R- Rish Cottages LLC**

### **City**

#### **Engineer**

- **Beacon Hill Sewer**
- **Downtown Water Line Replacement Phase I**
- **Madison Street SCOP Grant**
- **Allen Memorial SCOP Grant**
- **WW Sprayfield Task Order**
- **HMGP Task Order**
- **City Complex Task Order**

### **City**

#### **Attorney**

- **Resolution 2023-11 SCOP Grant- Allen Memorial Resurfacing** **Pages 31-54**

### **Old Business**

- **City Projects** **Page 55**

### **New Business**

- **Special Permit Request- Faith Christian Parent League** **Page 56**
- **Legislative Request 2023/2024**

### **Public Works**

- **Surplus Property** **Page 57**

### **Surface Water Plant**

- **Update**

**Wastewater Plant**

- **Update**

**Finance Director**

- **FEMA- Update**
- **Grants Reimbursement- Update**

**Code Enforcement**

- **Update**

**Police Department**

- **Request to Bid (2) New Vehicles**

**Pages 58-59**

**City Clerk**

- **Grants**
- **Donation of Property Where the Reid Ave. Restrooms are Located- Mr. Bob Kerrigan**

**Pages 60-61**

**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, September 26, 2023, at Noon AS A  
CONTINUATION OF THE SEPTEMBER 19, 2023, MEETING DUE TO THE  
LACK OF A QUORUM OF THE COMMISSISON.**

The following were present: Mayor pro tem Brett Lowry and Commissioner Hoffman. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Mayor Buzzett and Commissioners Kerigan and Langston were absent. The meeting was chaired by Mayor pro tem Brett Lowry.

**Continuation from the September 19, 2023, meeting.**

The following were present: Mayor Buzzett, Commissioners Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Kerigan was absent.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Minutes of the Workshop Meeting, and the Regular Meeting, both on September 5, 2023. All in favor; Motion carried 4-0.

**Planning Board Recommendation**

*Ordinance 603 – First Reading; Small Scale Map Amendment and Rezoning Request Parcel #s 04855-001, 04855-004R, and 04855-050R – Rish Cottages LLC*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the First Reading of Ordinance 603. Commissioner Lowry announced that he would be abstaining on this item as he has a personal interest in this development. All in favor; Motion carried 3-0 with Commissioner Lowry abstaining. Form 8B Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry, is attached. This Ordinance will change the zoning from C1A to Residential R2B.

Attorney McCahill read Ordinance 603 by Title only.

**City Engineer –**

In the absence of Mr. Baxley, Mr. Anderson gave an update on the projects.

*Beacon Hill Sewer*

The Contractor, Mainline, has the lift station operational.

*Downtown Water Line Replacement Phase I*

The Contractor, Monolith, is scheduled to begin work on October 16, 2023.

*Madison Street Scop Grant – RFP 2023-12 Request to Award*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to accept the low bid of \$497,100 from C. W. Roberts. All in favor; Motion carried 4-0.

*Wastewater Sprayfield Task Order*

A Motion was made by Commissioner Langston, second by Commissioner Lowry to approve the Task Order with Dewberry in the amount of \$25,000. All in favor; Motion carried 4-0.

**City Attorney**

*Resolution 2023-10, Opposing Consolidation of the Fourteenth Judicial Circuit*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to adopt Resolution 2023-10. All in favor; Motion carried 4-0.

**Old Business**

*City Projects*

Work is in progress on Clifford Sims Park with a completion date of approximately 60 days.

Survey and Topo work is being done for the proposed City Hall Complex.

**New Business**

*Covid Funds / Sports Complex – Commissioner Hoffman*

Commissioner Hoffman reiterated his concerns about the Tenth Street Ballparks at Benny Robert Park, his appreciation for the offer of help from Gulf County both financially and with labor, and the need to provide a quality complex for our children. He requested that the \$1,800,000 from Covid Funds be used at the complex rather than the Field of Dreams as it is not financially feasible at this time to do anything there.

Commissioner Lowry stated that he was 100% behind this project and appreciated Commissioner Hoffman bringing it up.

Commissioner Langston added that he wants the City to move forward with a complex the kids can enjoy and be proud of.

Mayor Buzzett noted that he is a proponent of the Field of Dreams Project, that it is a future facility for the city and county, but he wants to move ahead with a quality complex now at the Benny Roberts Park, and that we need to get started on it.

Christy McElroy expressed her concerns about the site, flooding issues, and general over all displeasure with the idea of improving the Tenth Street Complex.

Robert Branch shared his concerns about flooding, referenced the LDR, Flood Plain Management, and that it is time to build the fields on another site.

Grant Rish stated the fields do not bother him, growing up he played in the parks, thinks the Field of Dreams is a long term plan, and that the City is doing a great job.

Josh Dailey shared that he agrees with Commissioner Hoffman in that we do need safe fields for the children, he wants to see action and not talk on this issue, and all improvements can be made at the Tenth Street Complex.

Gulf County Commission Chairman Sandy Quinn commended the City Commission for their efforts to move forward on the Tenth Street Complex, stated he supports the project, is confident the engineers will make good decisions, and he stands in support of the effort.

City Manager Jim Anderson reminded everyone that this area has been recreational space for citizens for decades, this City has made drastic improvements in the storm water discharge, and the ballfields are in need of improvements.

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry to use the Covid Funds for improvements to the Tenth Street Complex at Benny Roberts Park. All in favor; Motion carried 4-0.

*Mayor Buzzett requested a five minute recess at 12:43 for guests to be able to leave. He resumed the meeting at 12:48.*

Gulf County Commission Chairman Sandy Quinn and County Attorney Jeremy Novak presented the City with a check for \$750,000 to be used towards the purchase of the ESAD Sewer System.

#### *Special Permit Request – Faith Christian Parent League*

More information is being requested on this as the area the parent league is requesting to use is not zoned for outdoor sales. Mr. Anderson will contact the league about this.

#### **Public Works – John Grantland**

##### *Water Meter Replacement*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to accept the bid of Consolidated Pipe and Supply Co., Inc., in the amount of \$184,632.94 as a Sole Source Vendor to continue Water Meter replacements in our system. All in favor; Motion carried 4-0. Funds for this are in the current budget.

##### *HMGP Task Order*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Hazzard Mitigation Grant Program Task Order in the amount of \$59,825 and utilize City funds for payment. All in favor; Motion carried 4-0. This is to design a plan to elevate the 11 lift stations and control panels that were destroyed by Hurricane Michael. If additional funds are required, the City will take care of the cost.

Mr. Grantland shared that the new metal storage building has been completed and requested that the old metal storage building be declared surplus and torn down. This request will be on the next Agenda.

#### **Surface Water Plant**

There was no update from the Surface Water Plant as Mr. McClamma was out.

## **Wastewater Plant**

In the absence of Mr. Pettis, Chief Operator Joe Harris noted the plant did not discharge last week, staff is cleaning filters, and after the 4" of rain last night, there is 20" of freeboard in the pond.

## **Finance Director – Mike Lacour**

### *FEMA Grants Update*

This project is moving forward.

### *Grants Reimbursement Update*

Mr. Lacour did not have any updates on reimbursements.

Mayor Buzzett thanked Mr. Lacour for his work on this over the past year.

## **Code Enforcement**

Mr. Anderson shared there have been several additional requests for demolition assistance on older homes and that the new Code Enforcement Officer is working out well.

## **Police Department – Chief Richards**

### *Dispatching Services Contract*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Dispatching Services Contract with the Gulf County Sheriff's Department in the amount of \$85,000. All in favor; Motion carried 4-0. This is for salaries and benefits for two dispatchers from October 1, 2023, through September 30, 2024.

## **City Clerk – Charlotte Pierce**

### *Grants Update*

Clerk Pierce shared that City Staff continues to work with grant providers, compile monthly and quarterly reports, and review opportunities for new grants.

### *Planning Board Membership Applications*

A Motion was made by Commissioners Hoffman, second by Commissioner Lowry, to appoint Chris Karagiannis to the PDRB to replace Letha Mathews who resigned. All in favor; Motion carried 4-0.

## **Citizens to be Heard**

*Christy McElroy* offered her opinion on the area behind her house being wetlands and stated that it was important for Commissioners to attend Resilient Florida Workshops. She questioned if the Covid Funds were a federal grant and Mr. Lacour responded funds were sent to the state and that our grant application request included a sports complex.

Ms. McElroy also questioned the charge for a Public Records Request she made and felt the charge was unreasonable.

Clerk Pierce shared that per F.S. 119 you may charge for an employee's time to do the research and .15 per page is the acceptable rate for copies.

*Robert Branch* shared his concerns about pesticides and spraying of trees in the park area.

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

*Commissioner Hoffman* asked if the trimming of palm trees is covered by a grant. Mr. Anderson responded that other than those covered by an FDOT Grant, City employees take care of them.

He also asked if there were any updates on purchasing portable bathrooms for the City. Mr. Anderson will follow up on this.

*Commissioner Lowry* commended everyone for their work on the ESAD Sewer closing.

*Commissioner Langston* expressed his appreciation for the work that has been done at the Washington Gym, asked about having a sink installed behind the gym, and wanted to know if the City could cut trees in the alleyway that are hanging on a church roof. Mr. Grantland will look at the tree issue.

*Mayor Buzzett* shared that the Workforce Housing Project is still in the forefront and the easement issue is being addressed.

#### **Motion to Adjourn**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:27 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Lowry, Brett Charles</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners	
MAILING ADDRESS <i>134 Gulf Coast Circle</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Port St. Joe, FL		COUNTY Gulf	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>Sept 26, 2023</i>		NAME OF POLITICAL SUBDIVISION: City of Port St. Joe	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

\* \* \* \* \*

### ELECTED OFFICERS:

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

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

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

\* \* \* \* \*

### APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Brett Lowry, hereby disclose that on Sept 26<sup>th</sup>, 2023:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

~~\_\_\_\_\_~~ Bd  
I have a personal interest in this development.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

9/26/2023

Signature

[Signature]

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

**MINUTES OF THE SPECIAL MEETING FOR THE FISCAL YEAR 2023 – 2024  
BUDGET FOR THE CITY OF PORT ST. JOE; ORDINANCE 604 AD VALOREM  
TAX ORDINANCE; 605 2023 - 2024 BUDGET FOR FY 2023 - 2024 WITH THE  
BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE,  
FLORIDA, HELD IN THE WARD RIDGE BUILDING, September 22, 2023, at  
5:01 P.M.**

The following were present: Mayor Buzzett, Commissioners Hoffman and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, City Attorney Clinton McCahill, Finance Director Mike Lacour, and Sergeant Morrison were also present. Commissioners Kerigan and Lowry were absent.

The purpose of the Special Meeting was Ordinance 604 – 2023 / 2024 Ad Valorem Final Public Hearing; Ordinance 605 – 2023 / 2024 Budget Final Public Hearing; City Attorney Contract; Resolution 2023-05; 2023 / 2024 Utility Rates, and Resolution 2023-06, City Pay Scale.

**Ordinance 604 Ad Valorem Tax**

***Public Hearing***

Christy McElroy questioned the difference between this year's and last year's budgets.

Mayor Buzzett shared that taxes have gone up, increasing the funding, but the City has not raised their millage rate in many years and the City cannot operate on the same budget as last year.

Ms. McElroy also asked about funding for roads, and it was noted that monies have been escrowed, a grant has been received, and cameras are being run on infrastructure in some of the roads.

***Ordinance 604 Ad Valorem Property Taxes 2023 – 2024, Public Hearing, Second Reading and Adoption***

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 604. All in favor; Motion carried 3-0.

Attorney McCahill read Ordinance 604 in its entirety.

The Ad Valorem Property Tax Millage Rate for Municipal Purposes to be levied on the taxable property within the City limits of the City of Port St. Joe for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024, is set at the rate of 3.5914 mills. The percentage by which this millage rate to be levied is more than the rolled-back rate of 3.1043 mills (computed pursuant to Florida law) is 16.59%.

**Ordinance 605 2023 – 2024 Budget**

***Public Hearing***

Christy McElroy questioned the salaries of different administrative positions.

City Manager Jim Anderson noted that what she was referring to is the salary ranges for each position and not salary increases.

Robert Branch thanked the Commissioners for their time and noted that raises were an issue with him.

It was reiterated that the figures he was looking at are salary ranges not increases. All employees will receive a 6.5% raise across the board.

***Ordinance 605 Budget 2022 – 2023, Final Public Hearing, Second Reading and Adoption:***

A Motion was made by Commissioner Hoffman second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 605. All in favor; Motion carried 3-0.

Attorney McCahill read Ordinance 605 by Title only.

## **Citizens to be Heard**

Mr. Branch also questioned the notice of today's meeting. It was pointed out that the meeting was on the website and posted at both City buildings. The Public Hearings on Ad Tax and the Budget were printed on the TRIM Notices.

## **City Attorney Contract**

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to approve the contract for two years with a monthly increase of \$500 per month. All in favor; Motion carried 3-0.

## **Resolution 2023-05, 2023 / 2024 Utility Rates**

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Utility Rates for 2023 – 2024. All in favor; Motion carried 3-0. It was noted that there has not been an increase in Utility Rates since 2020.

## **Resolution 2023-06, City Pay Scale**

A Motion was made by Commissioner Hoffman, seconded by Commissioner Langston, to approve the City Pay Scale for FY 2023 – 2024. All in favor; Motion carried 3-0.

## **Discussion items by Commissioners**

Neither Commissioner Hoffman nor Commissioner Langton had anything to share with the Commission.

Mayor Buzzett noted that he is looking forward to another good year.

## **Motion to Adjourn**

Mayor Buzzett adjourned the meeting at 5:27 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **ORDINANCE NO. 603**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENTS PURSUIT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3187, SPECIFICALLY CHANGING PARCEL ID NUMBERS 04855-001R, 04855-004R AND R04855-050R FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL R-2, PROVIDING FOR THE AMENDMENT OF THE ZONING MAP OF THE CITY OF PORT ST. JOE; AND PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on September 5, 2023, the Planning and Development Review Board sitting as the local planning agency for the City, recommended approval of the small-scale amendment to the comprehensive plan and Zoning Map of the City; and

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

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

### **SECTION 1. APPROVAL**

The City of Port St. Joe Comprehensive Plan Future Land Use Map and Zoning Map are hereby amended as set forth on Exhibit "A" and are hereby changed from Commercial land use to Medium Density Residential R-2 and the Zoning to Residential R-2B. The application and all documentation submitted by the Applicant in support of it are hereby incorporated by reference.

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

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

### **SECTION 3. ENFORCEMENT**

The City may enforce this Ordinance as authorized by law.

#### **SECTION 4. FUTURE LAND USE MAP**

Upon this Ordinance becoming effective, the City of Port St. Joe Future Land Use Map shall be amended to show the Property as having a land use of Medium Density Residential R-2.

#### **SECTION 5. ZONING**

The Zoning map of the City of Port St. Joe is hereby amended to show the property described in Exhibit "A" as Residential R-2B.

#### **SECTION 6. REPEAL**

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

#### **SECTION 7. SEVERABILITY**

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

#### **SECTION 8. EFFECTIVE DATE**

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

This Ordinance was adopted in open regular meeting after its second reading this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

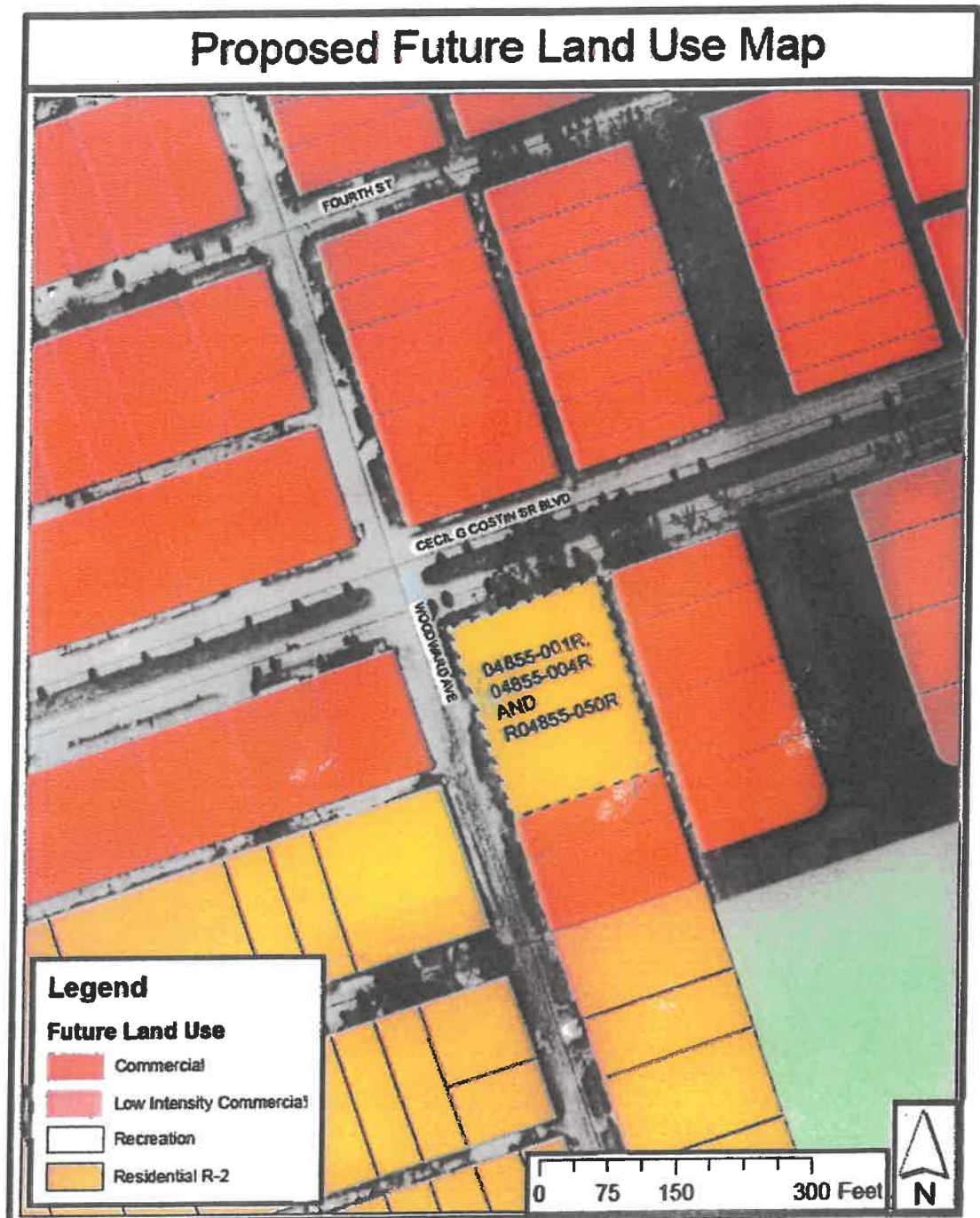
By: \_\_\_\_\_  
Rex Buzzett, Mayor-Commissioner

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



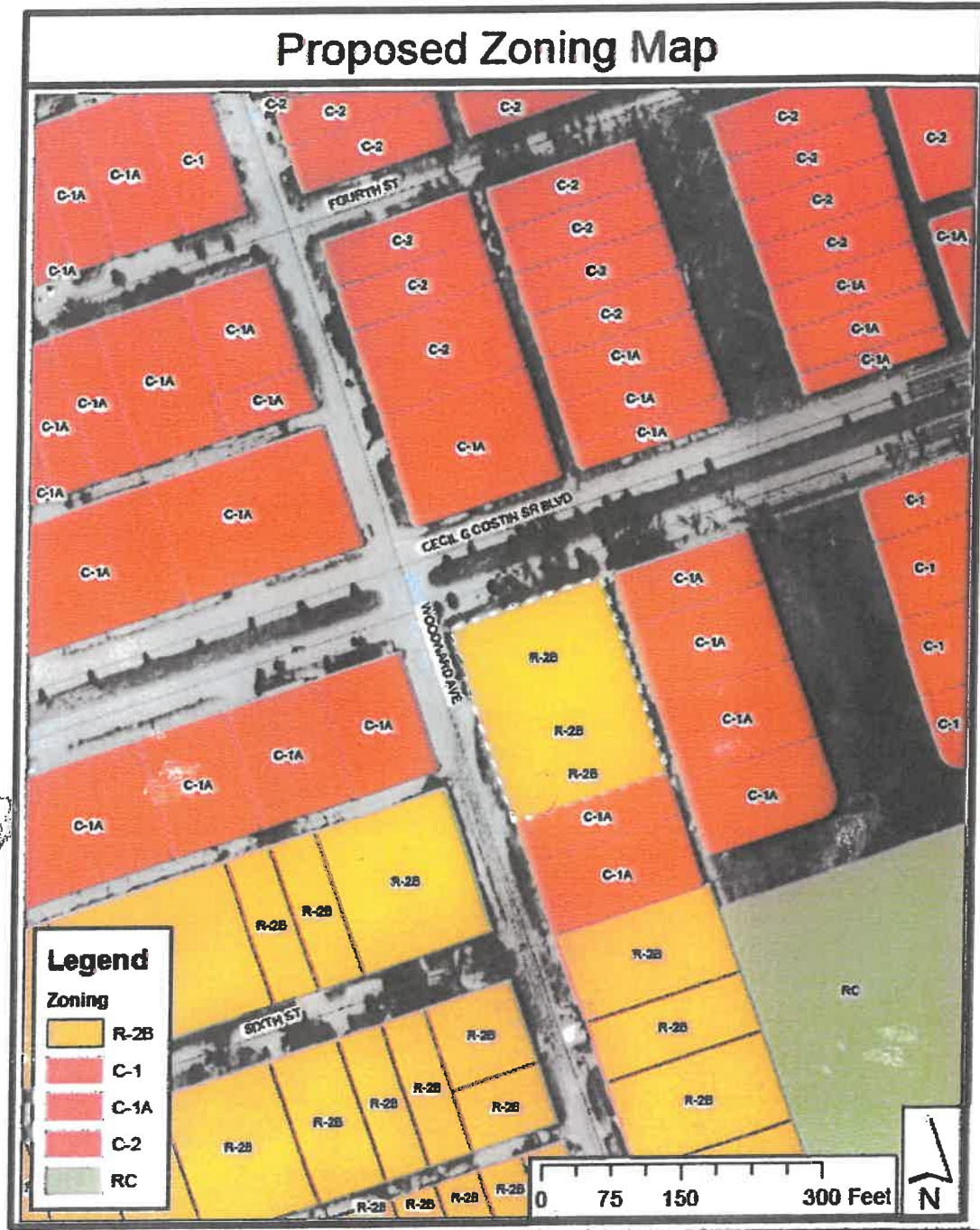
## EXHIBIT "A"

Future Land Use Map:



# EXHIBIT "A"

Zoning Map:





**NOTICE OF PUBLIC HEARINGS  
FOR A MINOR REPLAT OF A  
PORTION OF AN EXISTING  
SUBDIVISION PLAT,  
SMALL SCALE MAP AMENDMENT  
TO THE CITY OF PORT ST. JOE  
COMPREHENSIVE PLAN AND  
REZONING TO THE CITY ZONING  
MAP**

Public Hearing of the  
City of Port St. Joe City Commission and Planning and Development  
Review Board

The Planning and Development Review Board sitting as the local planning agency will hold a Public Hearing at 4:00 p.m., EST, at the Ward Ridge Building, 2775 Garrison Ave., Port St. Joe, FL 32456 on Tuesday September 5, 2021, or as soon thereafter as the issue may be heard, to consider a recommendation to the Port St. Joe City Commissioners for the Minor Replat of a portion of an existing subdivision plat, a Small Scale Map amendment to the City of Port St. Joe Comprehensive Plan and to consider an amendment to the Zoning Map of the City and of the ordinance relating thereto, the titles of which is set forth below.

The City of Port St. Joe City Commission will conduct a Public Hearing and hold the first reading of Ordinance 603, the title of which are set forth below, and consider the Minor Replat at the Ward Ridge Building, 2775 Garrison Avenue, Port St. Joe, Florida, on Tuesday, September 18, 2023, at 12:00 P.M. (ET), or as soon thereafter as the issue may be heard, regarding the Replat of a portion of an existing subdivision plat, a Small Scale Map amendment to the City of Port St. Joe Comprehensive Plan and to consider an amendment to the Zoning Map of the City.

The City of Port St. Joe City Commission will conduct a Public Hearing and hold the final reading of Ordinance 603, the title of which are set forth below, at 2775 Garrison Avenue, Port St. Joe, Florida, on Tuesday, October 3, 2023, at 12:00 P.M. (ET), or as soon thereafter as the issue may be heard, to consider the final reading of the a Small Scale Map amendment to the City of Port St. Joe Comprehensive Plan, consider an amendment to the Zoning Map of the City of Port St. Joe and to consider Minor Replat of a portion of an existing subdivision plat as described below.

**A REPLAT OF THE SOUTHERLY 25 FEET OF LOT 1, AND ALL OF LOTS 3, 5, 7 & 9 OFFICIAL MAP OF PORT ST. JOE, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 17, SECTION 1, TOWNSHIP 8 SOUTH, RANGE 11 WEST CITY OF PORT ST. JOE, GULF COUNTY, FLORIDA.**

The title of the ordinance to be considered is set forth below.

**ORDINANCE NO. 603**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENTS PURSUANT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3167, PROVIDING FOR THE AMENDMENT OF THE ZONING MAP OF THE CITY OF PORT ST. JOE; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**



At the public hearings, the Planning, Development, and Review Board and the City Commission will accept public testimony and will consider the Replat, Small Scale Map Amendment to the Comprehensive Plan, and Rezoning request. The hearings may be continued from time to time as may be necessary.

The proposed ordinances, the legal description of the subject property, and a copy of this notice are available for public inspection during normal business hours at the City of Port St. Joe City Hall, City Clerk's Office, 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida.

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

Any person requiring special accommodation at this hearing because of a disability or physical impairment should contact the City Clerk's Office at (850) 229-8261, at least five (5) calendar days prior to the hearing.

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

# Rezoning and Plat Approval Request

**Applicant: Raymond W Greer**

**Parcel ID 04855-001R, 04855-004R,**

**04855-050R**

**Woodward Avenue City of Port St. Joe, FL.**

**32456**

Public Hearings will be held in the Planning, Development, & Review Board's Regular Meeting on, September 5, at 4:00 P.M. EST and at the Regular City Commission Meeting on September 19, 2023, at 12:00 P.M. EST at the Ward Ridge Building, 2775 Garrison Ave., Port St. Joe, FL 32456 for discussion and approval.

**CITY OF PORT ST. JOE  
COMPREHENSIVE PLAN  
SMALL SCALE MAP AMENDMENT  
REZONING AND MINOR REPLAT  
APPLICATION**

**Submitted by:**

**Rish Cottages, LLC  
117 Sailors Cove Drive  
Port St. Joe, Florida 32456**

**August 2023**

### **Agent Contact Information**

Raymond W. Greer, AICP  
DesignWest Group  
Project Manager  
2910 Kerry Forest Parkway  
D4-126  
Tallahassee, Florida 32309  
Phone: 850.545.6503

### **Property Information**

**Property Ownership:**  
Rish Cottages, LLC  
117 Sailors Cove Drive  
Port St. Joe, Florida 32456

**Property Identification Numbers:**  
04855-001R  
04855-004R  
04855-050R

### **Small Scale Land Use Map Amendment and Rezoning Request**

**Existing Future Land Use Map Designation:** Commercial

**Proposed Future Land Use Map Designation:** Medium Density Residential R-2

**Existing Zoning District:** Commercial C-1A

**Proposed Zoning District:** Residential R-2B

### **Minor Replat to Existing Subdivision Request**

A Replat of The Southerly 25 Feet of Lot 1, And All of Lots 3, 5, 7 & 9 Official Map of Port St. Joe, Florida, Recorded in Plat Book 1, Page 17, Section 1, Township 8 South, Range 11 West City of Port St. Joe, Gulf County, Florida.

## City of Port St. Joe FLUM Application\_\_\_\_\_

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

Property Address: Woodward Avenue Current Land Use: Commercial  
Property Owner: Rish Cottages Proposed Land Use: Residential R-2  
Mailing Address: 117 Sailors Cove Drive, Port St. Joe Florida 32456  
Phone: (850) 545-6503  
Applicant if Different: Raymond W. Greer  
Parcel Number: 04855-001R, 04855-004 and R04855-050R

RR1  
Owners Signature

Sworn to and subscribed before me this 9th day of August, 2023 Personally Known  
OR Produced Identification.  
Type Provided \_\_\_\_\_



Shannon Renfro  
Signature of Notary

**PUBLIC NOTICE**

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

**APPLICATION REQUIREMENTS**

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

Legal Description of Property

Copy of Deed

Copy of Survey

RR1  
Owner Signature

[Signature]  
Applicant Signature

Date: 8/9/2023

Date: 8/9/2023

## Maps

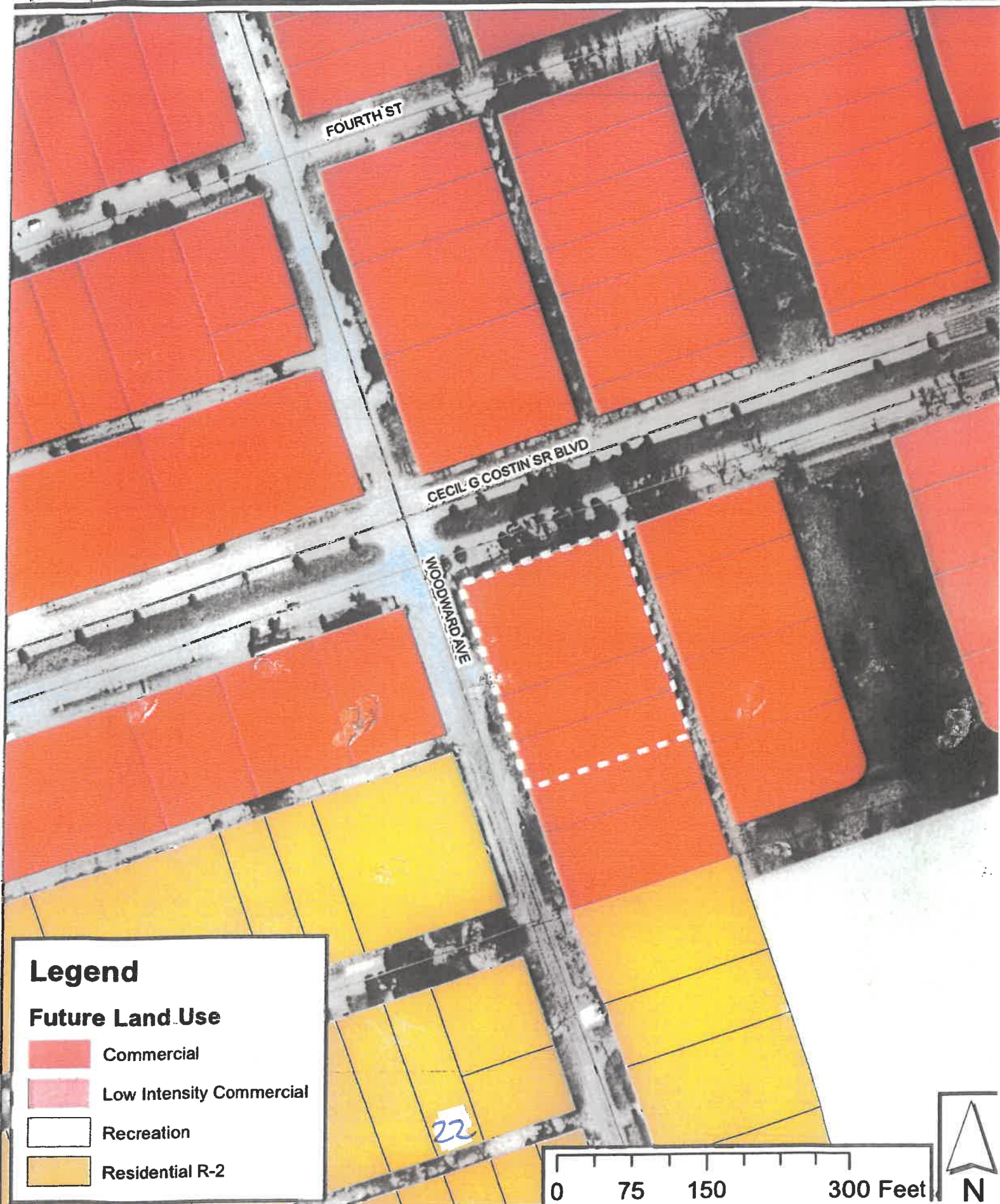


# General Location Map



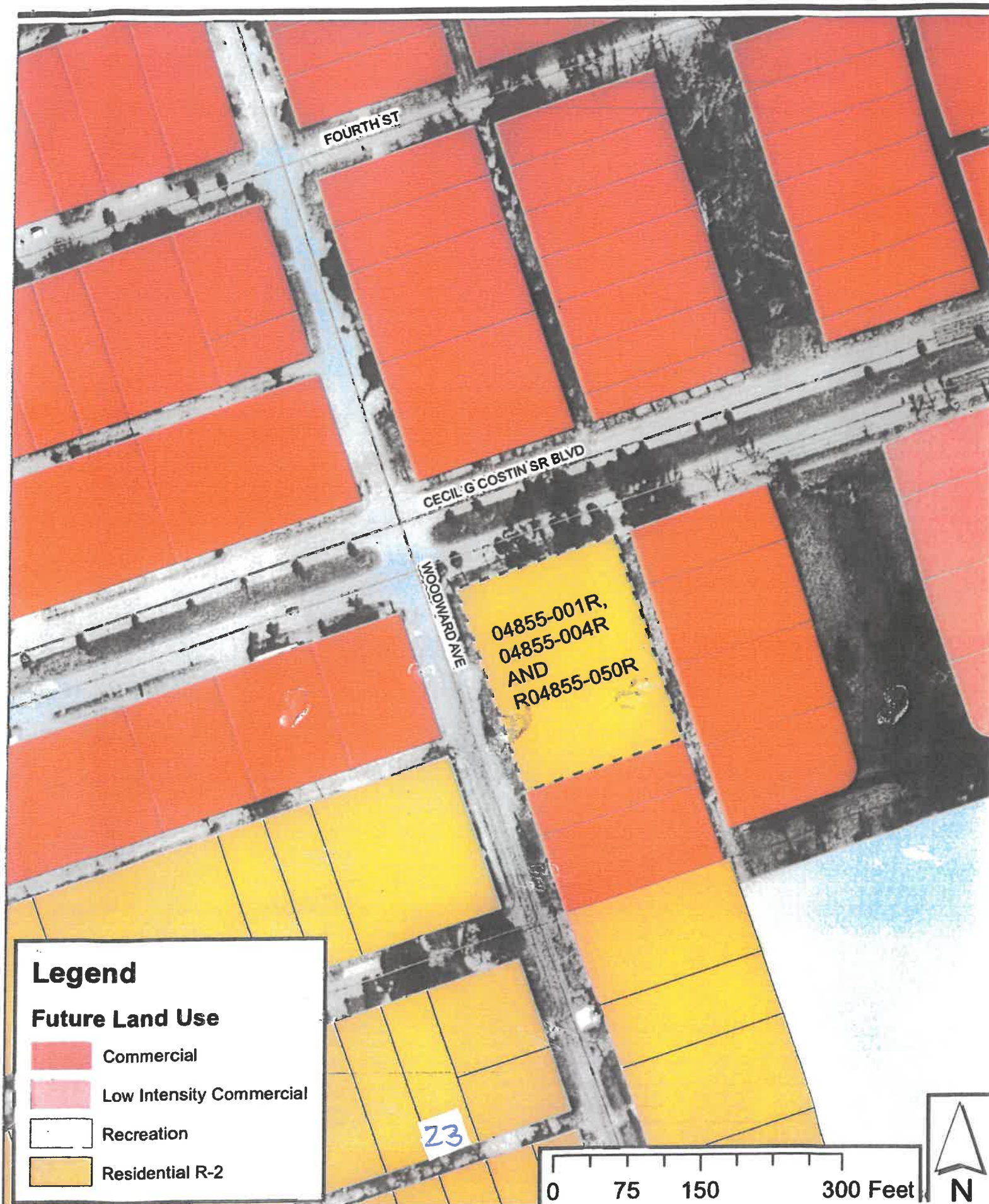


# Future Land Use Map



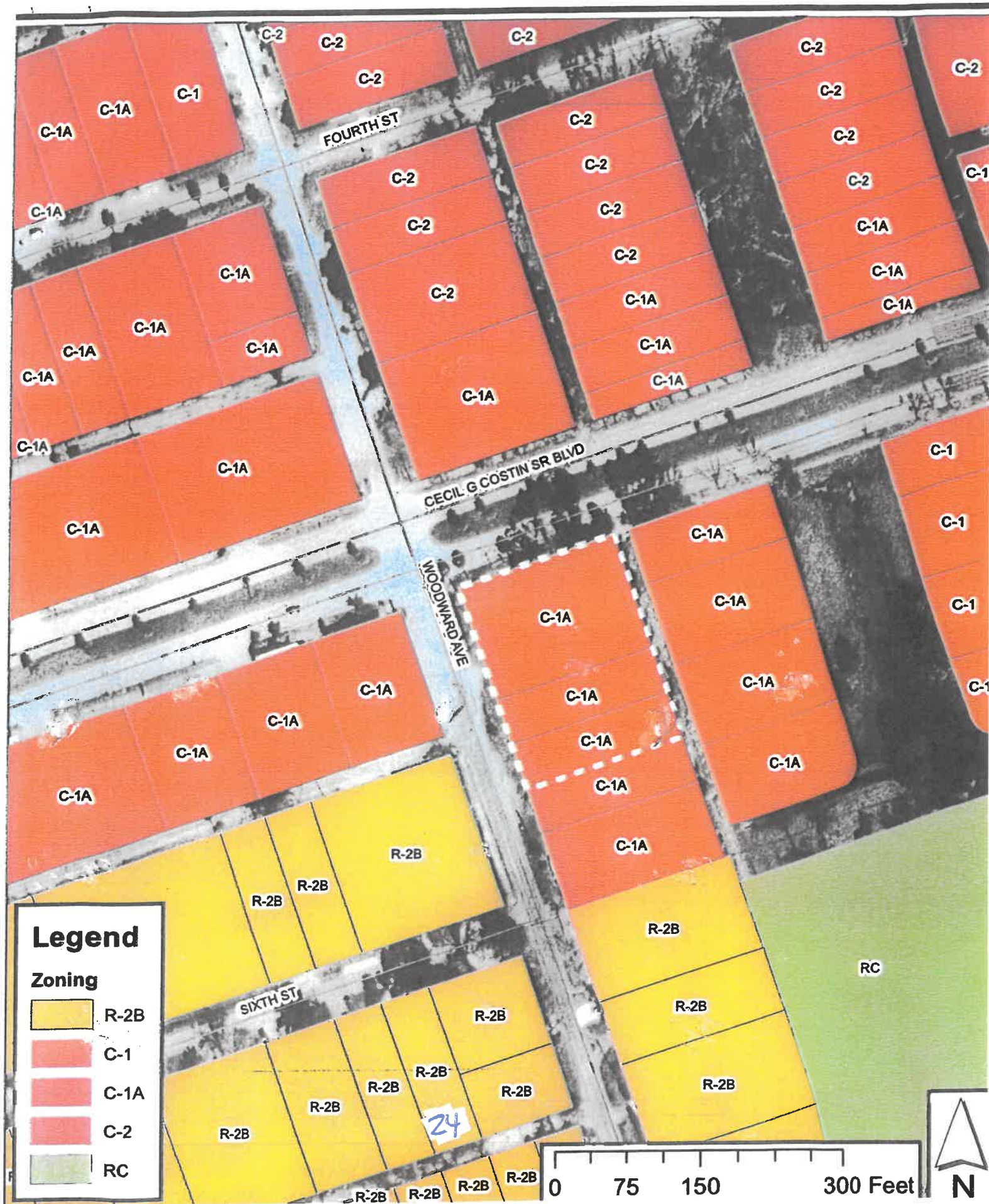


# Proposed Future Land Use Map



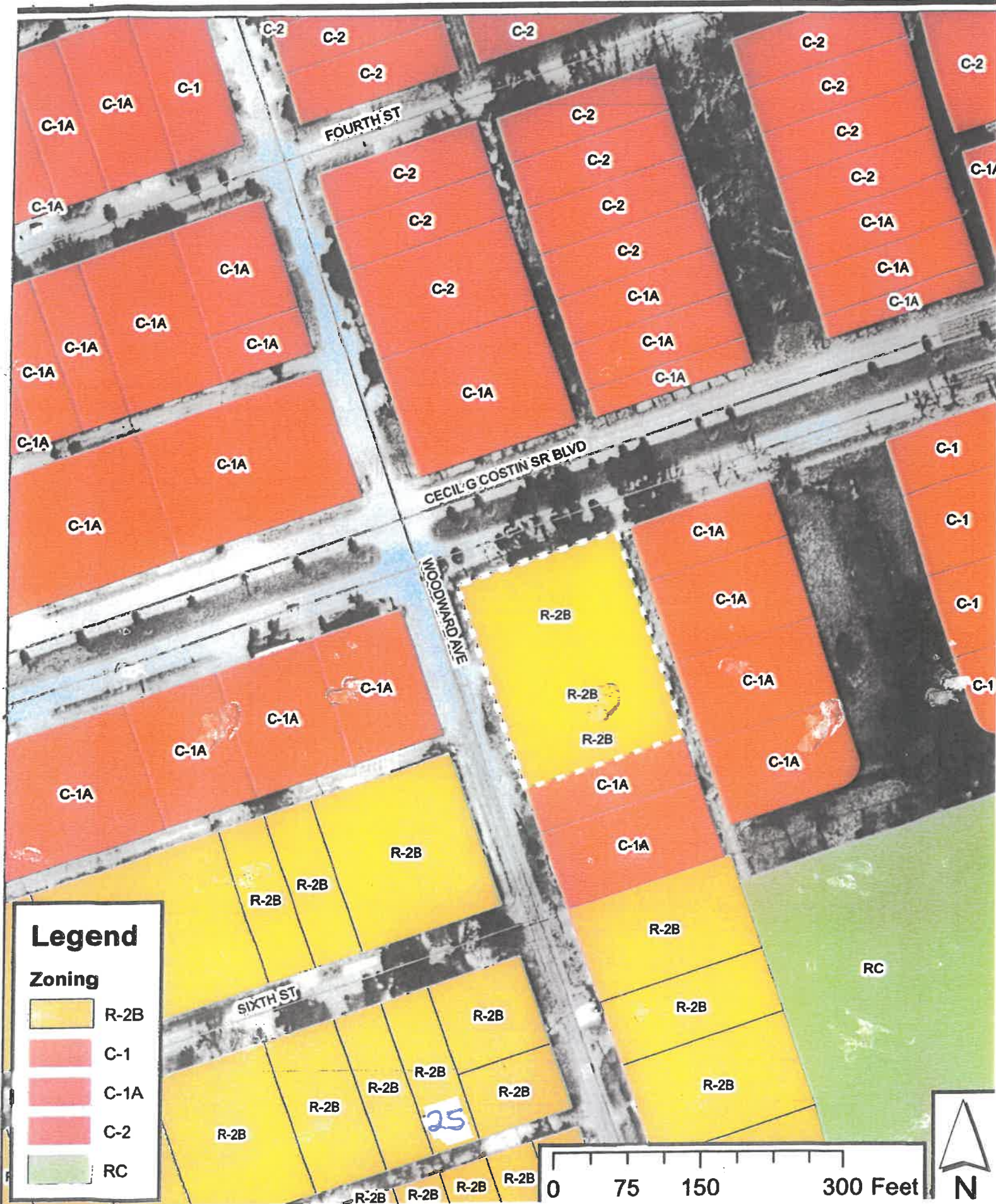


# Zoning Map





# Proposed Zoning Map



## Minor Replat



REPLAT OF THE SOUTHERLY 25 FEET OF LOT 1, AND ALL OF LOTS 3, 5, 7 & 9  
SECTION 1, TOWNSHIP 8 SOUTH, RANGE 11 WEST  
CITY OF PORT ST. JOE, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 17  
AUGUST 2023

# RISH COMPANY

HAS SAVED THE LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON, ON THIS DAY OF 2023.

WITNESSES  
RISH COMPANY, LLC  
BY: RASH, COTWELL, LLC  
RASH, COTWELL, LLC  
BY: RASH, COTWELL, LLC  
RASH, COTWELL, LLC

WITNESSES  
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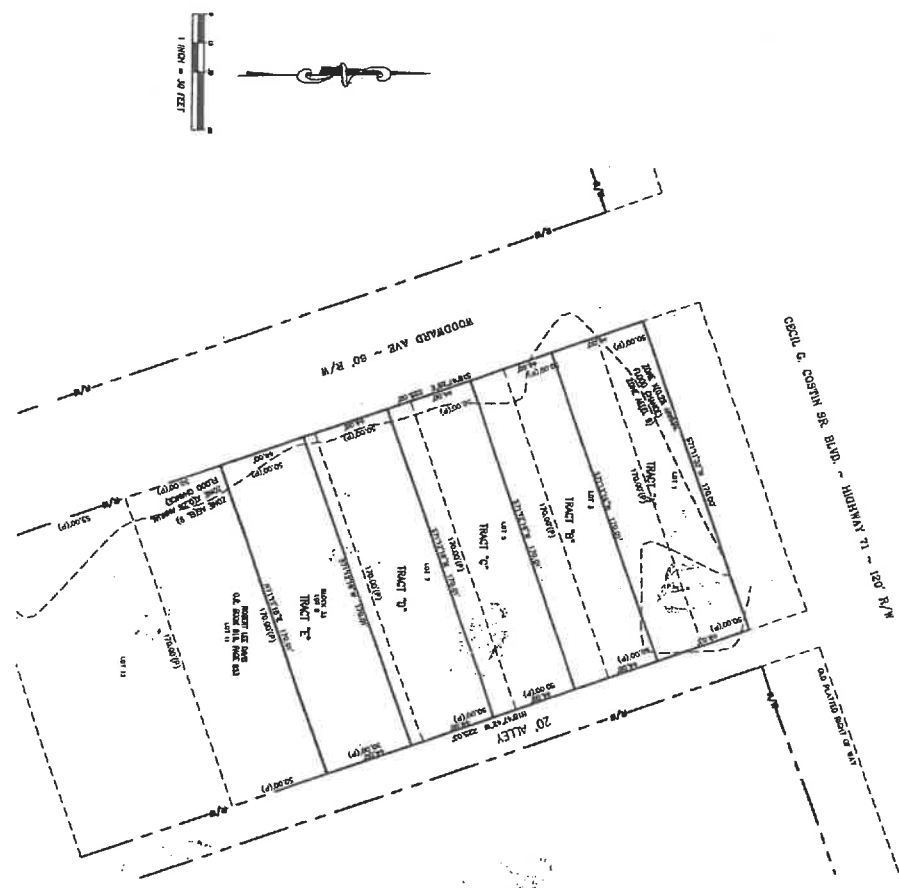
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- LEGEND
- 1. LOT 1
  - 2. LOT 2
  - 3. LOT 3
  - 4. LOT 4
  - 5. LOT 5
  - 6. LOT 6
  - 7. LOT 7
  - 8. LOT 8
  - 9. LOT 9

NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN HEREON.

2. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN HEREON.

3. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN HEREON.

4. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN HEREON.

### SURVEYOR'S NOTES

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DEWBERRY

DEWBERRY ENGINEERS INC.

10000 N. W. 10TH AVE.

MIAMI, FL 33150

PHONE: 305.555.1111

FAX: 305.555.1111

CERTIFICATE OF AUTHORIZATION NO. 18 801

## Property Deed

Prepared by/return to:  
Watersound Title Agency, LLC  
130 Richard Jackson Boulevard, Suite 200, Panama City Beach, FL  
32407  
Order No. WST-2021-17

Record Deed: 18.50  
Deed Documentary Stamps: 1,295.00  
Consideration: 185,000.00

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this December 21, 2021 by The St. Joe Company, a Florida Corporation and having its principal place of business at 30 R Jackson Boulevard, 200, Panama City Beach, FL 32407 (the "Grantor"), and Rish Cottages LLC, a Florida Limited Liability Company whose address is 117 Sailors Cove Drive, Port St. Joe, FL 32456 (the "Grantee"):

#### WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other valuable consideration, receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee the following parcel of land, situate, lying and being in the County of Gulf ("Property"), and more particularly described on Exhibit "A" attached hereto and made a part hereof.

Subject to encumbrances, easements and restrictions of record, taxes for 2021 and for subsequent years, zoning and other regulatory laws and ordinances affecting the Property, and any matters which would be disclosed by a current and accurate survey or by a current physical inspection of the Property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; and hereby specially warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

WITNESS

Print name: Midway Ringquist

WITNESS

Print name: Lynn Fenton

The St. Joe Company, a Florida Corporation

By: Marek Bakun

Marek Bakun, Executive Vice President and CFO

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of December, 2021 by Marek Bakun Executive Vice President and CFO of The St. Joe Company, a FL Corporation, on behalf of the Corporation.

Signature of Notary Public

Print, Type/Stamp Name of Notary



MIDWAY RINGQUIST  
Commission # GG 291311  
Expires March 8, 2023  
Bonded thru Budget Notary Services

Personally known: ☒

OR Produced Identification: ☐

Type of Identification Produced: \_\_\_\_\_



**EXHIBIT "A"**  
**PROPERTY**

**The Southerly 25 feet of Lot 1, and all of Lots 3, 5 and 7, Block "33", of the Official Map of Port St. Joe, Florida, a subdivison as per map or plat thereof, as recorded in Plat Book 1, Page 17 of the Public Records of Gulf County, Florida.**

## RESOLUTION 2023-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING THE EXECUTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT) SMALL COUNTY OUTREACH PROGRAM AGREEMENT; APPOINTING AND AUTHORIZING A PROJECT MANAGER; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Small County Outreach Program ("SCOP") has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity ("RAO")) with projects, excluding capacity improvements projects; and

WHEREAS, the Department has determined that the transportation project described in Exhibit "A" attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project; 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 City Manager shall be responsible for project management,

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

1. Approves the attached SCOP Agreement and authorizes its execution.
2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the Mayor and/or the City Manager, in his absence, to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Department 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 Department and the City of Port St. Joe, Florida, that may result from this application.
3. This Resolution shall be effective upon adoption.

THIS RESOLUTION ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
the Board of City Commissioners, City of Port St. Joe, Florida.

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

By: \_\_\_\_\_  
Rex Buzzett  
Mayor-Commissioner

ATTEST:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

FPN: <u>451705-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>51 - Gulf</u>	Contract No: _____	Vendor No: <u>F590953785001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and City of Port St. Joe, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Allen Memorial Way Resurfacing, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$575,418.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$575,418.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests



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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## **9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to



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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:



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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Port St. Joe

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Tim Smith, P.E.  
Title: Director of Transportation Development

Legal Review:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451705-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Port St. Joe (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.496

**PROJECT DESCRIPTION:** This project is for the design, construction and CEI services for improvements along Allen Memorial Way from Constitution Drive (U.S. 98) to Long Avenue. Allen Memorial Way is a feeder road to Port St. Joe Elementary School the existing typical section consists of an asphalt paved roadway with two (2) 10' travel lanes with grassed shoulders. The project will include resurfacing and restriping the existing roadway, along with signage and roadway improvements. Drainage improvements including: cross drain analysis and replacement as needed. All necessary permitting activities will be included as part of this project, including the identification, coordination, and applications for all permits necessary to construct this project. The most appropriate design standards will be utilized for this project. No right-of-way will be required.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable



Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2024.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> City of Port St. Joe 305 Cecil G Costin Sr. Boulevard Port Saint Joe, Florida 32456		<b>FINANCIAL PROJECT NUMBER:</b> 451705-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (SCOP)	\$575,418.00	\$	\$575,418.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2024	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$575,418.00 100.00%	\$ 0.00 %	\$575,418.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$575,418.00	\$ 0.00	\$575,418.00	

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and The City of Port St. Joe

PROJECT DESCRIPTION: ALLEN MEMORIAL WAY FROM LONG AVENUE TO SR 30 (US 98)  
CONSTITUTION DR

FPID#: 451705-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: \_\_\_\_\_ P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$575,418.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Current City Projects 10/3/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Clifford Sims Park Repairs- Under Construction
- Centennial Bldg. Rehab- The project has been re-bid and the news bids are under review. A grant modification has been sent to the Dept. of State for approval.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV bid has been awarded and the contractor is working.
- Long Ave. Paving- Final pay request to mill and resurface 1" on the entire road to be completed in the Spring 2024
- Beacon Hill Sewer- The Lift Station is Operational & the Collection System is under Construction.
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- ESAD Sewer Purchase Evaluation for Upgrades- The sale is closed and the final upgrades are scheduled.
- Reid Ave. Street Lights- (3) new Light Poles have been received and installation is being scheduled.
- **Public Works additional storage bldg.- Complete**
- 9/5/23 Dewberry tasked to draft a conceptual drawing to add parking along 2<sup>nd</sup> Street.
- 9/5/23 Dewberry is working on the permits to pipe the ditch at the 10<sup>th</sup> Street Ballfields.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields
- 9/26/23 CW Roberts awarded the contract for the Madison Street Paving Project



September 15, 2023

City Manager/Mayor/Commissioners,

Thank you for the opportunity to present our request to you. The Parent League is a fundraising organization of parents and guardians from Faith Christian Schools. We are a volunteer group that is focused on creating an enriched learning environment for the students and faculty at FCS. As you know, FCS is a private school located in Port St Joe. The Parent League is happy to assist our school with fundraising efforts to help offset additional expenses-such as facility upgrades, staffing needs, technology improvements, educational field trips and more.

We would like to request approval to host a Christmas Market on Reid/HWY 98 this holiday season. The market will be held on 2 currently vacant, commercial lots located at 310 Reid Avenue and 309 Monument Avenue (HWY 98). We have signed permission from both landowners for access to the properties from November 10, 2023, until January 10, 2024. The market would be open November 24 – December 24 with the additional days before and after for set up/take down. The hours of operation would be Monday – Thursday 3pm to 8pm and Friday – Sunday 12pm to 9pm.

The market will be a community event that will draw in families from the surrounding areas. We plan to have a Christmas Tree Market, an Ice-Skating Rink, Stage for music and performances, concession area for hot cocoa and cookies, photo booth area and more. The Parent League will be hosting the event with the assistance of Panache Tents, a locally owned company with experience in this event area.

Insurances will be provided for both spaces and list the City of Port St. Joe as additionally insured. We are currently working on partnerships with the Gulf County TDC and Gulf County Chamber as well as numerous businesses and individuals to ensure this is a successful event. We have set aside 10 days throughout the event that will be shared with other local organizations. These days will allow the organization to volunteer at the event in exchange for a percentage of profits for that specific day.

We hope the city will see the excitement around an event such as this and allow our group to move forward with this request.

Thank you for your consideration.

Jera Horton

Co-Chair, FCS Parent League

Elizabeth Wynn

Co-Chair, FCS Parent League

September 28, 2023

To: Mr. Jim Anderson, City Manager

Fr: John Grantland, PWD

Re: Scrap Metal Surplus

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I am requesting permission from the Board to declare the old storage (gas station) building located at Public Works as scrap surplus. The value of the scrap metal is less than one thousand five hundred dollars and if approved will be demolished and removed by Kim Hunter at no cost in lieu of the scrap value. Let me know if there are any questions. Below is a picture of the structure for review.



CITY OF PORT ST. JOE, FLORIDA  
NOTICE TO RECEIVE SEALED BIDS  
RFP 2023-15  
2 New Nissan Pathfinder Rock Creek Vehicles

Sealed bids for City of Port St. Joe for two (2) New Nissan Pathfinder Rock Creek Vehicles will be received at City Hall, 305 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida 32456 up until 3:00 PM EST, Friday, November 3, 2023. Bids will be publicly opened and acknowledged, Friday, November 3, 2023, at 3:05 PM EST, in the City Commission Conference Room.

Bids shall be submitted in a sealed envelope, plainly marked with bidder's name, address, date and time of opening, and "RFP Number 2023-15, 2 New Nissan Pathfinder Rock Creek Vehicles."

For questions concerning this project, please contact Chief Jake Richards at 850-258-2646.

The City of Port St. Joe reserves the right to accept or reject any and all Statements of Bids in whole or in part, to waive informalities in the process, to obtain new Statements of Bids, or to postpone the opening pursuant to the City's purchasing policies. Each Statement of Bid shall be valid to the City of Port St. Joe for a period of sixty (60) days after the opening.

**The City of Port St. Joe is an Equal Opportunity, Affirmative Action Employer, and a Drug Free Work place.**

CITY OF PORT ST. JOE, FLORIDA  
NOTICE TO RECEIVE SEALED BIDS  
RFP 2023-15  
2 New Nissan Pathfinder Rock Creek Vehicles

Colors: White, Gray or Black (White Preferred)

Availability: Available at time of purchase.

# Grants Updated- 10/3/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded. The project has been re-bid.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21. Application not approved.
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	\$479,428	Madison Street from Garrison to Long Ave Re-surfacing. Approved. 100% Plan Set sent to FDOT
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. The project has been re-bid.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex. The project is on hold.
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for a Sports Complex & \$786,545 for Road Paving.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I out for bids.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. The collection system is out for bids and the lift station is being constructed.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 <sup>th</sup> Street Park. Grant Application submitted 7/15/21. Was not approved.



CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22. Was not Approved.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22 for Grants thru DEO
NOAA	\$280,000	Stormwater Management (H&H) Study, Approved 4/21/23
FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design.
Legislative Request	\$1,200,000 \$1,500,000	Field of Dreams- Was not approved Road Paving, both submitted by Clark Smith approved in the 23/24 State Budget
FDOT/SCOP	\$497,055.44	Road Paving from Hwy 98 to MLK on Ave. C & D. Application submitted 3/23. Was not Approved