

**February 6, 2024
Regular Meeting
12:00 Noon**

**City Commission Chambers
2775 Garrison Avenue
Port St. Joe, Florida**



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

Regular Public Meeting

12:00 Noon

February 6, 2024

Call to Order

Consent Agenda

Minutes

- Regular Meeting 1/16/24
- Workshop Meeting 1/30/24

Pages 1-8
Pages 9-10

Black History Month- Proclamation

City Engineer

- Lead & Copper Grant Task Order
- SCOP Grant Application 2024

Pages 11-15

City Attorney

- Notice to Vacate Premises- Boy Scout B Troop 0047
- Ordinance 296, Unlawful Accumulation- Discussion

Page 16
Pages 17-24

Old Business

- City Projects
- SRF Loan Agreement- Downtown Water Lines Phase II

Pages 25-26
Pages 27-54

New Business

- Surplus Property Request

Pages 55-57

Public Works

- FDEP Consent Order
- Request to Purchase Meters
- Grinder Pumps

Pages 58-66
Page 67
Page 68-69

Surface Water Plant

- Update

Wastewater Plant

- Plant Study RFQ- Update
- Sprayfield Expansion- Update

Finance Director

- FEMA- Update

- **Grants Reimbursement- Update**

Code Enforcement

- **Demo Request**
 - **222 Ave. E Parcel #05834-000R, First Born of the Living God Church**

Pages 70-71

Police Department

- **Update**

City Clerk

- **Grants Update**

Pages 72-73

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, January 16, 2024, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the Minutes of the Regular Meeting of December 5, 2023. All in favor; Motion carried 5-0.

Planning Board Recommendation

Palmetto Bluff – Plat Approval

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to accept the recommendation of the Planning, Development, and Review Board to conditionally approve the Palmetto Bluff Plat. Commissioner Lowry stated that he would be abstaining from voting on this issue as he has a business relationship with Ralph Rish. All in favor; Motion carried 4-0 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 as Exhibit A. A copy of the letter from Developer Ralph Rish listing the conditions is attached as Exhibit B.

City Engineer

Beacon Hill Sewer

This project is on schedule and there are no major issues.

Allen Memorial SCOP Grant

Dewberry is waiting on the survey and anticipates receiving it the first or second week in February.

Downtown Utilities Phase 2

This is in design and final markups have been made.

Wastewater Sprayfield Task Order

Plans and specifications have been provided to the City.

HMGP Grant – Elevation of 12 Lift Stations

Dewberry is currently working on design of the platforms and electrical design. They anticipate having a Bid package for the City the first or second week in February.

City Complex Conceptual Design

Mr. Baxley had two conceptual drawings of the site. Consensus was that City Hall should face Highway 71 and Mr. Baxley will get with FDOT on access for Police and Emergency Vehicles before any final decisions are made.

Tenth Street Sports Complex

This is on the Agenda for later in the meeting.

Second Street Conceptual Design.

Design has been completed and Dewberry is working on a bid package.

City Attorney

Ordinance 608 Utility User Fees: Second Reading and Adoption

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 608. All in favor; Motion carried 5-0.

Attorney McCahill read Ordinance 608 by Title only.

Old Business

City Projects

Mr. Anderson shared that projects are being reactivated after the holidays.

City Hall Conceptual Plan

Mr. Baxley is working on this and will be contacting FDOT for information on road access.

Tenth Street Sports Complex Conceptual Plan

Consensus of the Commission is to rehab the footprint of the current park, have a Workshop for all interested parties on January 30, 2024, at 5:00 P.M., there is not enough money to construct the plan that is currently floating around, and move forward.

Lisa Farpea, Christy McElroy, Robert Branch, and Arthur Rogers shared their concerns about the plan.

New Business

Cleary Larkin, Washington Gym Improvement Grant, University of Florida

Ms. Larkin presented the UF Request to apply for a \$500,000 Historic Preservation Grant for renovations to the Washinton Complex. The City would be required to provide a match of \$125,000 as well as the costs of any additional improvements. It was suggested that the City and County could possibly split the costs.

It was noted that Gulf County Commissioner Sandy Quinn has been working on this, the County has secured a grant for this funding, and it was recommended that Ms. Larkin and her group meet with Commissioner Quinn on this project.

Mediacom Update

Mitch Arnevik, Ryan Cruse, and Brett Hibberts from Mediacom attended the meeting. Mediacom has been working in the area to upgrade their lines, improve services, and offered to work individually with anyone having problems with their services.

Marvin Davis shared his issues with the Mediacom representatives, and they will be meeting with him to resolve the issues.

Project Approval Request – University of Florida

Mr. Anderson announced that this has been pushed back to the fall.

Pickleball Courts RFP – Handout, Bids closed January 12, 2024

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to accept the low bid from Chief Construction in the amount of \$96,872.62. All in favor; Motion carried 5-0.

Mr. Anderson received a text from Assistant County Administrator, Clay Smallwood, that the County will match up to \$50,000 toward this project.

Centennial Building Acoustics RFQ – Handout Bids Closed January 12, 2024

Nothing was received for this project, and it will be re-advertised.

Request to purchase Chevy Equinox on State Contract

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to purchase a Chevy Equinox on State Contract in the amount of \$27,971. All in favor; Motion carried 5-0.

Public Works – John Grantland

Clifford Sims Park – Change Order #2

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to approve Change Order 2 in the amount of \$5,615.99 for an additional 160 cubic yards of fill dirt under the sidewalk and an additional 20 tons of #57 stone over fill dirt. All in favor; Motion carried 5-0.

Surface Water Plant – Larry McClamma

RFP 2023-18 Clarifiers 3 & 4 Renovation

A Motion was made by Commissioner Langton, second by Commissioner Kerigan, to accept the low bid from the Dunn Industrial Group in the amount of \$90,000 for renovations to Clarifiers 3 and 4. All in favor; Motion carried 5-0.

Additional Operator Request

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to approve advertising for an additional Operator / Trainee for the Surface Water Plant. All in favor; Motion carried 5-0.

Wastewater Plant – Kevin Pettis

Plant Study RFQ – Update

Responses were received from Kimley Horn and Bakerville-Donovan, Inc., for the WWTP Study. Their submittal packets are under review by City Staff.

Sprayfield Expansion – Update

Field 3 is still wooded and is being engineered to be added to the spray fields. There is 10.5" of free board in the lagoon.

Finance Director – Mike Lacour

FEMA Update

Clifford Sims Park, the final FEMA Project, is almost wrapped up.

Grants Reimbursement Update

Mr. Lacour continues to work on FRDAP Reimbursements.

Code Enforcement

Notice to Owners of Junk Cars – Draft

Mr. McCahill will review Ordinance 296 concerning the definition of sheltered and will get back with the Commission on it.

Police Department – Chief Richards

Chief Richards did not have any updates for the Commission.

City Clerk – Charlotte Pierce

Clerk Pierce introduced Kendall Falkner as the new Deputy Clerk. Ms. Falkner is a graduate of Huntingdon College with a Bachelor's Degree in English, and has experience working in Municipal Government.

Grants Update

City Staff continues to work on grant compliance in addition to seeking additional grant sources.

RFP 2023-17 FDOT Beautification Grant Phase I

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to approve the bid of Coastal Design and Landscape in the amount of \$61,800. All in favor; Motion carried 5-0.

FDOT Beautification Grant Phase II Approval

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to accept a FY 2023-24 Beautification Grant from FDOT in the amount of \$129,580 for Phase II of State Road 30 (Monument Avenue). All in favor; Motion carried 5-0.

Citizens to be Heard

Lanny Blair thanked the Commission for the improvements to Clifford Sims Park.

Ed Long congratulated the City on a successful Christmas Parade and thanked them for the changes made in the route.

Christy McElroy expressed her concerns about the Field of Dreams, the need for an Environmental Study of the 10th Street Park area, and noted the wildlife in the trail corridor.

Craig Isom thanked the Commission for approving the bid for the Pickle Ball Complex.

Marvin Davis stated the fish cleaning station was clogged up. Mr. Grantland shared that a representative from the manufacture had been here, resolved the manufacturing issues, posted new signage on how to properly use the equipment, and noted the fish tail should go in the cleaning station first.

Tan Smiley stated that an area of the fence is down on the Walking Trail at Peters Park.

Discussion Items by Commissioners

Neither Commissioners Hoffman, Kerigan, nor Commissioner Langston had any additional information to share with the Board.

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approve Mayor Buzzett signing documents concerning the finalizing of the Gulf Consortium Grant in reference to the ESAD Sewer Purchase when they are completed. All in favor; Motion carried 5-0.

Mayor Buzzett thanked those present for attending the meeting today.

Motion to Adjourn

There was no other business to come before the Commission, and Mayor Buzzett adjourned the meeting at 1:43 P.M.

Approved this _____ day of _____ 2024.

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 Lowrey Brett Charles		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners	
MAILING ADDRESS 134 Gulf Coast Circle		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Port St. Joe, FL 32456	COUNTY Gulf	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 1/16/2024		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 C. Lowry, hereby disclose that on Jan 16th, 20 24:

(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, Ralph Bish;

☐ 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:

I have business relationship with the Developer.

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.

1/16/2024
Date Filed

[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.

Date: January 9, 2024

To: City of Port St. Joe
Jim Anderson

From: Ralph Rish

Re: The Retreat at Palmetto Bluff Phase 2

Dear Mr. Anderson,

It is our understanding that the planning board may need some clarification in regard to the final plat submitted for the Retreat at Palmetto Bluff Phase 2 Subdivision and what we are asking for a conditional approval. Please see the clarifications below.

1. This plat cover lots 66-85 of the Palmetto Bluff Subdivision which are the final lots of the subdivision.
2. The Homeowner Association (HOA) and Covenants and Restrictions will be completed prior to the signing of the plat.
3. Both Water and Sewer have been certified through FDEP.
4. The utility as-builts will be supplied and approved by city staff prior to the signing of the plat.
5. The road is proposed to have two (2) 1-inch lifts of asphalt for final completion. Prior to the signing of the plat, one (1) 1-inch lift will be completed for the Cove and entrance road section. We acknowledge that we will still be responsible for the final lift of asphalt prior to the road dedication to the city. The final lift of asphalt has already been laid on both Retreat phases.
6. The H.O.A Stormwater Management Facilities certification will be submitted and approved by NWFWM prior to the signing of the plat.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Ralph Rish
RRish@Dewberry.com
850-227-5137

**MINUTES OF THE 10TH STREET SPORTS PARK CONCEPTUAL PLAN
WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE
CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION
CHAMBERS, 2775 GARRISON AVENUE, January 30, 2024, AT 5:00 P.M.**

The following were present: Mayor Buzzett, Commissioners Hoffman and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Finance Director Mike Lacour, Police Chief Jake Richards, Public Works Director John Grantland, and Attorney Clinton McCahill were also present. Commissioners Kerigan and Langston were absent.

Call to Order

10th Street Sports Complex Conceptual Plan

The purpose of the Workshop was to discuss the 10th Street Sports Park Conceptual Plan that has been recently suggested by a group of concerned parents.

Mayor Buzzett welcomed everyone to the Workshop.

Josh Baxley, Dewberry Engineers, reviewed the proposed Conceptual Site Plan – Option 2.

Commissioner Hoffman gave an overview of the long, problematic process that has been on going about the facility and stated that the train has left for the Field of Dreams. He wants to stay focused on the fields and children and in the long run, be able to accomplish the goals set.

Commissioner Lowry supports improvements of the site and noted that the City cannot do what is on the agenda today. He feels that the storm water issue has to be resolved and a safe place to play ball be provided for our children.

Mayor Buzzett wants to improve the complex with the help of the County and focus on what we can do. He asked that speakers keep their comments brief and not repeat what has already been shared.

Citizens to be Heard

The following individuals shared their concerns, both for and against, the project: Deborah Barnes, Josh Dailey, Denise Soholt, Robert Branch, Jim Martin, Gina Jamison, Kristal Smallwood, Lanny Blair, John Fadio, Sam Amerson, Sr., and Jeremy Novak.

County Attorney Jeremy Novak shared that the TDC funds can be used for improvements to the existing park, that plans in place meet their criteria, encouraged the Commissioners to continue with what they are doing, and stated that he is proud of them.

Discussion Items by Commissioners

Commissioner Hoffman feels that the closing of 10th Street is a valid concern. Water flow is also an issue and the City will be utilizing the experts at the Corp of Engineers and Northwest Florida Water Management District rather than local self-appointed experts.

Commissioner Lowry thanked Mr. Dailey for his proposal, wants to move forward with the project, and look at different designs.

Motion to Adjourn

Mayor Buzzett thanked those attending for their input, encouraged everyone to work together, and adjourned the Workshop at 6:10 P.M.

Approved this _____ day of _____ 2024.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

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SEPTEMBER 05, 2023



City of Port St. Joe

1. Regulatory Background

EPA published the Lead and Copper Rule Revisions (LCRR) on January 15, 2021, and established a compliance date of **October 15, 2024**ⁱ for systems to develop an initial lead service line inventory and replacement plan.

In its publication, EPA stated, “The impact of lead exposure, including through drinking water, is a public health issue of paramount importance and its adverse effects on children and the general population are serious and well known. For example, exposure to lead is known to present serious health risks to the brain and nervous system of children. Lead exposure causes damage to the brain and kidneys and can interfere with the production of red blood cells that carry oxygen to all parts of the body. Lead has acute and chronic impacts on the body.”ⁱⁱ

Through this rule revision, EPA established new requirements for water systems across the Nationⁱⁱⁱ. Some of the requirements include:

- **Lead Service Line (LSL) Inventory.** All water systems must develop an initial inventory by October 16, 2024 and submit it to the primacy agency. The inventory must include lines owned by the water system and the customer-owned portion of the line. Each service line must be categorized as either “Lead”, “Galvanized Requiring Replacement”, “Non-lead”, or “Lead Status Unknown”.
 - **LSL Inventory Updates.** Water systems with LSL must update the inventory either annually or triennially based on their lead tap sampling frequency.
 - **Publicly available.** The inventory must be publicly assessable. Systems serving more than 50,000 people must also make the inventory available online. Within 30 days of completing the initial inventory, systems must notify persons served by lead, GRR, and Lead status unknown lines.
 - **Continued tracking.** Systems must identify and track LSL material as they are encountered in the course of normal operations.
- **LSL Replacement plan.** The LSL replacement plan must be submitted to the State by October 16, 2024. The plan must replace annually at least 7% of the initial number of LSLs in the distribution system.
 - **Public Notice and filters.** For a LSL replacement, notice (including health effects) must be provided to those served by the affected line. A pitcher filter or point-of-use device must be provided before the replaced line is returned to service.
 - **Post LSL Replacement Sampling.** The system must offer to the consumer to take follow-up tap samples between 3-6 months after any full replacement and the results must be provided to the customer.
- **Routine Lead and Copper Sampling.** The system must revise the sampling pool locations to align with new sampling tiers and submit the plan for DEP approval at least 30 days prior to sampling. The system must provide customer education to ensure the new 5th liter sample collection procedures are followed.
 - **New trigger level.** The LCRR did not modify the existing lead action level (15 ppb) but established a 10 ppb “trigger level” which requires systems to initiate actions to decrease lead levels.

- **Communication.** The rule requires residents to be informed of exceedances within 24 hours of receipt of the results.
- **Sampling Schools and Childcare Facilities.** 20% of elementary and middle schools and 20% of all childcare facilities must be sampled each year with a goal of reaching all facilities within 5 years.

2. Project Understanding

Dewberry's scope of work is based on the City of Port. St. Joe's request for LCRR Compliance Services. Dewberry has an experienced team with the availability and technical aptitude to assist the City with complying with all LCRR requirements. The initial focus will be the preparation of the LSL inventory. Once the initial inventory is complete, Dewberry will provide a summary of recommended next steps.

The initial work includes:

- Project management including coordination and collaboration with the regulatory agencies
- Development of the initial LSL inventory
- Summary of recommended next steps

Potential additional services:

- Development of the lead service line replacement plan
- Revised Lead and Copper sampling plans
- Initial identification and sampling schedule for schools and childcare facilities
- Development of a customer education and outreach plan
- Strategies for funding assistance

Funding assistance:

- Dewberry provided technical assistance for the City's SRF request for inclusion for lead service line replacement funding. This program provides funding through a no-interest loan with 49% loan forgiveness. Funding will be awarded in two Phases: 1) Planning Phase and 2) Replacement Phase.
- **In July 2023, the City was awarded \$200,000 for Phase 1, Planning.**
- The Phase 2 request, Replacement Phase, was \$1,570,875.00 and awards are anticipated to be announced in 2024.

3. Scope of Work and Fee

Dewberry's proposed lump sum fee for the initial Lead Service Line Inventory is \$51,000. The tasks to be performed to produce the inventory are described in the following table:

(see page 3)

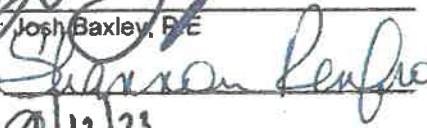
1. LEAD SERVICE LINE INVENTORY		
STEPS	DESCRIPTION	COMPLETION DATE
Project Management	<ul style="list-style-type: none"> • Kick-off meeting within 30 days of NTP • Monitor scope, schedule, and budget and monthly invoicing • Periodic meetings to discuss the project's progress and to obtain City of Port St. Joe's input 	11/1/2024
Existing Data Review	<ul style="list-style-type: none"> • Comprehensive data collection including items such as GIS data, procurement records, documentation of known service line materials, building permits, building code rules and records • Establish timeline of lead use within the service area • Facilitate virtual workshop to review data collection activities • Data collection includes the system and customer owned portions of all service lines in the distribution system 	7/1/2024
GAP Analysis	<ul style="list-style-type: none"> • Perform desk-top evaluations for mapping and conduct a gap analysis (area where additional data may be needed) • Review risk criteria to prioritize additional service line investigations for reducing the number of "lead status unknown" and provide recommendations for future data collection • Coordinate with the regulatory agency to review state-specific requirements 	7/1/2024
LSL Inventory	<ul style="list-style-type: none"> • Using evidence-based methods, as required by the rule, the public and private service lines will be categorized as either Lead, Galvanized Requiring Replacement, Non-lead, or Lead Status Unknown • Include confidence scoring - Lines will be scored based upon a quantitative level of confidence using factors such as lead use timelines, known use of materials, materials used in adjacent areas, and building permit data. • Review the draft inventory against the state checklist • Deliver final inventory that conforms to the State/Federal templates 	8/1/2024
Summary Documentation	<ul style="list-style-type: none"> • Summarize the LSL inventory approach and results in a memorandum • Describe the inventory's compliance with the LCRR • Summary of recommendations for next steps required to meet the revised LCRR. 	8/1/2024
"Lead Service Line Inventory" Lump Sum Fee		\$51,000

Lead and Copper Rule Revision, Phase 1 – Lead Service Line Inventory
City of Port St. Joe

ADDITIONAL SERVICES (AS REQUESTED)	
FUTURE TASKS	DESCRIPTION
2. Lead Service Line Replacement Plan	<ul style="list-style-type: none"> Using the information gained in the LSL inventory, develop a replacement plan where at least 7% of the initial number of LSLs are replaced annually
3. Revised Lead and Copper Sampling Plan	<ul style="list-style-type: none"> Prepare and submit a revised lead and copper sampling plan to the regulatory agency for approval prior to sampling Revised plan to identify sites using the newly defined tiers and the results of the LSL inventory Review and/or develop updated sampling protocol to ensure it meets the LCRR requirement
4. Schools and Childcare facilities sampling plans	<ul style="list-style-type: none"> Identify all schools and childcare facilities served by the water system Develop LCRR compliant sampling plan where at least 20% of these institutions will be sampled annually to meet the goal of 100% sampling completed in 5-years
5. Customer Education and Outreach compliance plans	<ul style="list-style-type: none"> Notification materials for customers served by LSL, GRR, or lead status unknown (within 30 days after completing the initial inventory and then annually where applicable) Notification materials for LSL replacements Notification materials for routine sampling, exceedances, and trigger levels

DEWBERRY

By: 
Name/Title: Josh Baxley, P.E.

Witnessed: 
Date: 9/12/23

CITY OF Port St. Joe

By: _____
Name/Title: _____

Witnessed: _____
Date: _____

² On June 16, 2021, EPA published a rule to extend the compliance date from January 16, 2024 to October 16, 2024 (40 CFR §141.90(e)(1), USEPA, 2021d)

³ <https://www.regulations.gov/document/EPA-HQ-OW-2017-0300-1836>

ⁱⁱⁱ 40 CFR §141.84, §141.86, §141.90

30-DAY NOTICE TO VACATE PREMISES

January ____, 2024

TO: JON C. GAINUS VFW POST 10069 and BOY SCOUT B TROOP 0047
C/O: William Van DerTulip

FROM: THE CITY OF PORT ST. JOE, FLORIDA

YOU ARE HEREBY NOTIFIED that the City of Port St. Joe, Florida, the owner of the subject real property, demands that Boy Scout B Troop 0047 vacate the premises identified as 318 Gautier Memorial Way, Port St. Joe, Florida 32456 (Gulf County Parcel Identification Number: 04715-001R) within 30-days of the posting of this Notice.

This Notice was delivered by posting a copy on the front door of the subject premises by the undersigned and via email at podcharters@gmail.com.

DATED: January ____, 2024

On behalf of the City of Port St. Joe, Florida

BY: _____
Clinton T. McCahill
Port St. Joe, Florida City Attorney

ORDINANCE NO. 296

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA REPEALING SECTIONS 30-26 THROUGH 30-40 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST JOE; PROVIDING FOR ADOPTION OF THE SUBSTANDARD STRUCTURE AND JUNK ABATEMENT CODE OF THE CITY OF PORT ST. JOE, FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITION OF NUISANCE; PROVIDING FOR DETERMINATION OF INTERESTED PARTIES; PROVIDING FOR THE DUTIES OF OTHER DEPARTMENTS; PROVIDING FOR RIGHT OF ENTRY; PROVIDING FOR CITY ACTION ON FAILURE TO COMPLY WITH DETERMINATIONS; PROVIDING ASSESSMENT OF COSTS; PROVIDING FOR LIENS; PROVIDING FOR APPEALS; PROVIDING FOR THE REPEAL OF ANY ORDINANCE IN CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

Chapter 30 of the Code of Ordinances of the City of Port St. Joe is hereby amended as follows:

1. Sections 30-26 through 30-40 are hereby repealed.

2. Section 30-1 Nuisances, shall read as follows:

1. Substandard Structure and Junk Abatement Code.

This article shall be known as the "Substandard Structure and Junk Abatement Code of the City of Port St. Joe, Florida" and may be cited as such.

2. Definitions. As used in this article, the following words and phrases shall have the meanings respectively ascribed to them:

Inspector shall mean the chief building inspector of the city or his assistants or other city employee designated by the Board of City Commissioners

Nuisance shall mean any of the following:

- (a) *Accumulation of abandoned materials:* Any accumulation of rubbish, trash, junk or other abandoned materials, metals, lumber or other things;
- (b) *Storage of junked automobiles:* Unsheltered storage for a period of thirty (30) days or more within the corporate limits of the city, except in licensed junk yards, of old and unused stripped junk or automobiles not in good and safe operating conditions, and of any other vehicles, machinery, implements or equipment or personal property of any kind which is no longer safe or usable for the purposes for which it was manufactured. Any vehicle which does not have a current tag shall be considered a junked automobile.
and/or is not operable for more than 30 days except in licensed junk yards
- (c) *Detrimental conditions or uses of property:* Any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located, including, but not limited to, the keeping or depositing on or the scattering over the premises of lumber, junk, trash, debris, or abandoned, discarded, unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;
- (d) *Unfit or unsafe dwelling or structure:* Any dwelling or structure or any portion thereof, including accessory buildings, structurally unsafe, unstable, unsanitary, inadequately provided with exit facilities, constituting a fire hazard, unsuitable or improper for the use or occupancy to which they are put, constituting a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment, dangerous to life or property, or, by reason of fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, acts of God or other causes, dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, or a menace to the public health, or a fire hazard, or so unsafe as to endanger life or property or render the use of the public streets dangerous, or otherwise in material violation of the housing, building electrical, plumbing, mechanical, health or fire codes of the city;
- (e) *Hazardous vegetation:* Any vegetation constituting a health and welfare hazard; and
- (f) *Miscellaneous:* Such other acts or conditions which are declared by any other section of this Code or other ordinances to be or constitute nuisance.

3. Nuisances prohibited.

Any owner or occupant of premises maintaining a nuisance within the city shall be guilty of an offense punishable as set forth in Chapter 1 of this Code.

4. Determination of interested parties.

When the inspector verifies the existence of a nuisance, it shall be his duty to promptly prepare and submit to the city clerk or other person designated by the Board of City Commissioners, the notice and order required by this article. The city clerk, with assistance of the city attorney, shall determine the owner of record of the real estate upon which the nuisance is located, and send a notice and order of condemnation thereto. In addition, notice shall be given the lessee or occupants, if any, and any persons of record interest, including mortgagees, contract purchasers, agents with power of attorney, persons claiming an interest under *lis pendens* and the like.

5. Notice and order of condemnation.

- (a) The notice and order of the inspector may require the removal of rubbish, trash or junk or such measures as are reasonably necessary to abate the nuisance.
- (b) The notice and order of the inspector may require the vacation, demolition, removal, repair, restoration or replacement of any unfit or unsafe dwelling or of any part or parts thereof, including accessory buildings, provided:
 - (1) If the inspector shall determine that the cost to repair, restore or replace any such dwelling or structure or part thereof or accessory building, would exceed fifty (50) percent of the value of the dwelling structure after repair, restoration or replacement, he may only order the vacation or demolition and removal of the dwelling or structure. However, nothing herein shall prevent repair, restoration or replacement at the option of the owner or any other interested party;
 - (2) An order of repair, restoration or replacement by the inspector or an election by the owner or other interested party to repair, restore or replace, shall require the dwelling or structure to be brought within the standards specified by the various technical codes of the city adopted throughout this volume.
- (c) The required notice and order shall be in writing, signed by the inspector, with an accurate description of the nuisance and a legal description of the realty where it is located, including the street address, and shall state what the inspector orders to be done about the condition and the date within which the work ordered to be done is to be completed. The notice and order shall state that it may be appealed within thirty (30) days by written application to the inspector.

- (d) Except as otherwise provided below for unsafe or unfit dwellings or structures, the inspector may order any such work to be completed within such time as he may determine to be reasonable considering the nature of the nuisance, the danger to the public, and the amount of work involved to abate the nuisance.
- (e) In the case of an unfit or unsafe dwelling or structure, the notice and order shall require the owner and other interested parties to obtain a permit and begin specified repairs or improvements, or to begin to demolish and remove the dwelling or structure or portion thereof, within thirty (30) days after service of the notice and order. The notice and order shall require the work to be completed within sixty (60) days from the date of the permit for repair or demolition. Any repair or demolition permit necessary as a result of any condemnation herein shall not require a fee.
- (f) When the inspector and/or health officer verifies the existence of a rodent infestation in any dwelling or structure, or accumulation of rubbish, trash or junk therein, that is to be demolished or removed, in order to preclude the migration of rodents, the notice and order to the building official shall require that effective rodent extermination methods be employed by a licensed structural pest control operator prior to demolition or removal. Extermination techniques shall include ectoparasite control measures.

6. Duties of other departments.

Members of the fire department, police department, public works and sanitation departments shall make written reports to the inspector of all dwellings or structures which appear to be substandard housing within the terms of this article. Any such reports shall be submitted to the inspector as soon as practicable.

7. Rights of entry.

The inspector and his designees are hereby authorized to enter upon private property in order to enforce the provisions of this article. When necessary to obtain entry, the inspector and his designees may institute appropriate proceedings to obtain a search warrant or inspection warrant, whichever is necessary.

8. Service of notice and order.

It shall be the duty of the city clerk to see that the notice required herein and

order is delivered to the interested parties by personal delivery of a copy thereof to the party to be notified, by leaving a copy at his usual place of abode with some person of the family above fifteen (15) years of age and informing that person of the contents thereof, by either registered or certified United States mail with return receipt requested, or if the name of any such party or his place of residence or his post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered and the person to be notified is not residing within the city, by publishing a copy thereof once a week for two (2) consecutive weeks in a newspaper of general circulation within the city. A copy of any such notice and order shall be posted in a conspicuous place at the city hall and upon the dwelling or structure in question.

9. Extension of time to comply.

- (a) In the case of an unfit or unsafe building or structure, if the interested parties shall have obtained a building or demolition permit within the thirty (30) day period and in good faith and in due time begun work to comply with the order, but it appears that they will not be able to complete the work by the date ordered, they may file a written request stating the reasons they have been unable to complete compliance and if reasonable grounds are shown therefore, the inspector is authorized to issue an amended order authorizing an extension of time, not to exceed sixty (60) days, in which to complete compliance with the original order.
- (b) In the case of a nuisance which is not an unfit or unsafe dwelling or structure, the inspector may grant extensions of up to sixty (60) days to abate the nuisance as are reasonably necessary under the circumstances upon written request from the interested parties stating the reasons they have been unable to complete compliance and showing reasonable grounds for failure to complete compliance.
- (c) The Board of City Commissioners, in exceptional cases, upon written request, may extend the completion date of the building inspector as merited by special hardship, unusual difficulty or uniqueness of the situation; however, in no event shall the completion date extend beyond a maximum period of one hundred eighty (180) days.

10. City Action on failure to comply.

- (a) If the owner or other parties in interest fail to repair, restore or replace any such dwelling or structure or parts thereof, including accessory

buildings, within the time permitted by the notice and order of the inspector or agreed by the owner or party in interest, and in the absence of extenuating circumstances as would justify an extension of the time period therefore, the city clerk may order a vacation of the premises until compliance or a demolition of the structure.

- (b) If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city clerk, is authorized to vacate, demolish or remove or otherwise abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

11. Assessment of cost of abatement; lien

- (a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city clerk, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the abatement cost for the vacation or removal or abatement of the nuisance, all administrative, legal, postal and publication expenses, as well as rodent extermination when employed, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.
- (b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received. Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.

12. Appeals generally.

- (a) Any interested party may appeal the decision of the inspector or city clerk to the Board of City Commissioners upon the filing, within thirty (30) days after service of the inspector's or city clerk's notice and order, of an application to the inspector setting forth the grounds for the appeal. Upon receipt of the notice of appeal, the inspector shall forthwith transmit a copy of the notice of appeal, together with all related documents of his department, to the Board of City Commissioners and the city attorney. Within ten (10) days after the filing of a notice of appeal, the Board of City Commissioners shall schedule a date for the hearing thereof and give notice of the date for the hearing to the interested parties in a manner as would afford them not less than ten (10) days notice. Under no circumstances shall the board establish a hearing date beyond sixty (60) days from the filing of the notice of appeal.
- (b) All appeal proceedings shall be public and notice thereof published in a newspaper of general circulation with the city at least ten (10) days prior to the date of the hearing. The findings of the Board of City Commissioners shall be encompassed in a resolution stating with particularity the grounds for the board's decision.

13. Appearance by counsel, etc.; witnesses sworn.

Any interested party appearing before the Board of City Commissioners may appear in person, by counsel or by an agent possessing power of attorney provided the agency's instrument appears in the county's official record book, but may not appear through any person otherwise a stranger to the record. All witnesses appearing before the board in proceedings under this article shall be sworn by the chairman or in his absence, by the person acting in his stead, except counsel representing a client.

14. Final appeal to circuit court.

An interested party, having exhausted his administrative remedies before the Board of City Commissioners, shall be entitled to seek review of the decision of the Board of City Commissioners by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Gulf County, Florida.

2. Section 30-2 Standard Unsafe Building Abatement Code:

- (1) This article shall be known as the "Standard Unsafe Building Abatement

Code of the City of Port St. Joe, Florida" and may be cited as such.

- (2) Enforcement. The provisions of this article shall be under the jurisdiction of and enforced by the general building inspector or his assistant.
- (3) The Standard Unsafe Building Abatement Code, 1985 edition, as promulgated by the Southern Building Code Congress, is hereby adopted by reference and in full, as if set out at length herein, except as amended, modified or deleted herein, as minimum standards for thermal and light efficiency relating to the construction and repair of certain structures in the city as set forth in such code.
- (4) The code adopted in subsection (1) contains the minimum standards for safe buildings within the city and any unauthorized deviations from the code are hereby prohibited.

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

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

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

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this 15th day of October, 2002.

THE CITY OF PORT ST. JOE


FRANK PATE, JR., MAYOR-COMMISSIONER

ATTEST:


City Clerk

The following commissioners voted yea: Mayor Pate, Commissioners Roberts and Horton

The following commissioners voted nay: None

The following commissioner absent: Commissioners Raffield and Williams

Current City Projects 2/6/24

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Clifford Sims Park Repairs- RJ Gorman has completed construction and the rock bid was awarded to Monolith Construction.
- Centennial Bldg. Rehab- Under construction with Monolith Construction.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review. We are waiting on the State to approve the modified scope of work.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV work is complete and Anchor Engineering is working on the rehab/replacement plans.
- 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.
- 9/5/23 Dewberry tasked to draft a conceptual drawing to add parking along 2nd Street. The project is out for bids.
- 11/7/23 Dewberry has provided a conceptual drawings for the 10th Street Ballfields based on League Representatives. A decision by the Board is needed on how to proceed along with the required funding.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex with Conceptual Plan options. A decision is needed by the Board on which option to utilize.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields. The design is under review by City Staff.
- 9/26/23 CW Roberts was awarded the contract for the Madison Street Paving Project. CEI Services were awarded to Anchor. Under Construction.
- Downtown Waterline Replacement Phase I, construction began 11/13 by Monolith.

- Downtown Waterline Replacement Phase II- SRF Funding approved and Dewberry is working on the final plans to go out for bids

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF PORT ST. JOE, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW230160**

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

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW230160**

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

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

AGREEMENT

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

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

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

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

(2) "Asset Management Plan" means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-552.700(7), Florida Administrative Code.

(3) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

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

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

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

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

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

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

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

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

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

(13) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

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

(15) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(16) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles,

exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

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

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

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

(20) "Project" shall mean the works financed by this Loan and the Associated Loans and shall consist of furnishing all labor, materials, and equipment to construct the downtown water pipes and service lines improvements in accordance with the plans and specifications accepted by the Department for the "Downtown Water Improvements" contract.

The Project is in agreement with the planning documentation accepted by the Department effective May 4, 2011. A Florida Reaffirmation Notice was published on June 30, 2023 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(21) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

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

(a) City of Port St. Joe, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2021, issued in the amount of \$9,706,000, pursuant to Resolution No. 2021-16; amending and restating Resolution No. 08-10, as amended, in its entirety; and

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

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

(24) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

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

1.02. CORRELATIVE WORDS.

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

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

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

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

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

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

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

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

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

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

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

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

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

2.02. LEGAL AUTHORIZATION.

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

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

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

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4D-02D37923-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$2,161,794	140129

(2) Audits.

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

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

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

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

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

By Mail:

Audit Director

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

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

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

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

(4) Record Retention.

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

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

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

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

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

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

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

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

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

3.04. ASSETS HELD IN TRUST.

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

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

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

4.02. TITLE TO PROJECT SITE.

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

4.03. PERMITS AND APPROVALS.

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

4.04. ENGINEERING SERVICES.

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

4.05. PROHIBITION AGAINST ENCUMBRANCES.

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

4.06. COMPLETION MONEYS.

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

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Project Sponsor for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Project Sponsor only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received

to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

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

4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Project Sponsor, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Project Sponsor, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Project Sponsor must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Project Sponsor shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Project Sponsor shall be required to provide a written acknowledgement to the Department of the Project Sponsor's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Project Sponsor shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In

addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

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

5.03. MANDATORY CONNECTIONS.

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

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

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

5.07. COLLECTION OF REVENUES.

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

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

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

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

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

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

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

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

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

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

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

6.02. REMEDIES.

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

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

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

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

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

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

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

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

6.03. DELAY AND WAIVER.

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

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

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

7.02. ADDITIONAL DEBT OBLIGATIONS.

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

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the

succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

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

8.03. ACCESS TO PROJECT SITE.

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

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

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

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

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

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

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

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

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

8.07. SEVERABILITY CLAUSE.

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

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage requirements of the Infrastructure Investment and Jobs Act (IIJA) in order to enhance public awareness of EPA assistance agreements nationwide. A copy of signage requirements as well as EPA logo requirements can be found at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "IIJA/BIL Projects Only - A copy of signage requirements as well as EPA logo requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date

the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

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

8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.

The Project Sponsor's subcontracts must contain the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Project Sponsor has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Project Sponsor in writing that the Build America, Buy America Requirements are not applicable to the Project.

8.12. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), Florida Administrative Code encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System. To be eligible for a 0.10% Financing Rate reduction, an Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

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

Failure to adopt and implement such plan prior to three months before the date of the first loan repayment will increase the Financing Rate by 0.10%.

The maximum Principal Forgiveness percentage for the Asset Management Plan is limited to 50% of invoiced costs.

8.13. PUBLIC RECORDS ACCESS.

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

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

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

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

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

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

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

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

8.15. SUSPENSION.

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

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

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

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

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

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

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

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

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$2,161,794. Of that, the estimated amount of Principal Forgiveness is \$655,456. The estimated principal amount of the Loan to be repaid is \$1,517,538, which consists of \$1,506,338 to be disbursed to the Project Sponsor and \$11,200 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first

Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$43,236 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,161,794. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 1.38 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before April 1, 2024, the Financing Rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

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

Each Semiannual Loan Payment shall be in the amount of \$44,785 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2025 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$1,560,774, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

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

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,801,495
Contingencies	180,149
Technical Services After Bid Opening	180,150
SUBTOTAL (Disbursable Amount)	2,161,794
Less Principal Forgiveness	(655,456)
SUBTOTAL (Loan Amount)	1,506,338
Capitalized Interest	11,200
TOTAL (Loan Principal Amount)	1,517,538

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on August 9, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2025.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$44,785 shall be due September 15, 2025.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW230160 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF PORT ST. JOE

Mayor

Attest:

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

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Jim Anderson

From: Suzanne Remedies <sremedies@pc.fsu.edu>
Sent: Thursday, January 25, 2024 5:02 PM
To: Jim Anderson
Subject: PSJ Letter for ASCENT transfer Request
Attachments: ASCENT Computer transfer request.pdf

Mr. Anderson, I hope this email finds you well. Attached is a request for transfer of computer equipment in support of our FSU PC ASCENT project. As shared in the letter, ASCENT stands for Advancing Science and Careers in Emerging and New Technologies and focuses on support of industry certification pursuits from Escambia to Wakulla. Transfer of this equipment would enable us to expand our outreach initiatives through the home school community, career changers, as well as seasonal outreach opportunities. Please let me know if you have any questions or concerns regarding the attached request and know our team thanks you for your consideration.

V/r
Suzanne

Suzanne E. Remedies, PhD, (Ret. USAF)
ASCENT Program Manager
Website: <https://pc.fsu.edu/ascent>
Florida State University Panama City
O: (850) 770-2501 (CST)
C: (850) 381-3107
sremedies@fsu.edu
Pronouns: She/her/hers





The Florida State University Panama City, FL 32405 – 1099

Contracts and Grants ♦ Barron Building 3rd Floor ♦ 4750 Collegiate Drive ♦ Phone: (850) 770-2200 ♦ Fax: (850) 770-2079

January 21, 2024

To: Jim Anderson
City Manager
City of Port St. Joe

From: Dr. Susan Remedies
Program Manager
ASCENT Program
Florida State University Panama City

RE: Transfer of Computer Equipment

Mr. Anderson,

The Advancing Science and Careers in Emerging and New Technologies (ASCENT) program respectfully requests transfer of computer equipment to the ASCENT project in support of industry certification pursuits. The objectives of our grant focus on expanding training opportunities throughout the eight coastal counties from Escambia to Wakulla. The transfer of this equipment would enable us to expand outreach initiatives throughout the home school community, career changers, as well as seasonal student outreach (summer events, spring break and more). A complete equipment list can be found in Appendix 1.

If needed, we will be happy to answer any questions or provide additional information.

Respectfully Submitted,

Suzanne Remedies
ASCENT Program Manager, FSU Panama City

<https://pc.fsu.edu/ascent>

Appendix 1 – Equipment List

Device	Service Tag		Monitors	SN	SERV
Precision 5820	5JXJ903	Desktop	Dell	CN-0KW14V-74261-47I-26WB	
Precision 5820	5JXG903	Desktop	Dell		H64DPS2
Precision 5820	5JXH903	Desktop	Dell		D84DPS2
Precision 5820	5JWQ903	Desktop	Dell		G84DPS2
Optiplex 5070	4KFX9Z2	Desktop	Dell	CN-0DT0PH-74261-488-1G7L	
Optiplex 5070	4KCX9Z2	Desktop	Dell		JP8TX83
Optiplex 5070	4KXS9Z2	Desktop	Dell		6SF0RS2
Optiplex 5070	4KJ3BZ2	Desktop	Dell	CN-0G435H-72872-88C-0Y1S-A00	
Optiplex 5070	4KFT9Z2	Desktop			
Optiplex 5070	4KR0BZ2	Desktop			
Optiplex 5070	4KHZ9Z2	Desktop			
Latitude 5500	8SSR2R2	Laptop			
Latitude 5500	5QSR2R2	Laptop			
Latitude 5500	BPTR2R2	Laptop			
Latitude 5500	7NSR2R2	Laptop			
Latitude 5500	7QRR2R2	Laptop			
Optiplex 5070	4KL0BZ2	Desktop			
Optiplex 5070	4KGT9Z2	Desktop			
Optiplex 5070	4KBT9Z2	Desktop			
Optiplex 5070	4KH3BZ2	Desktop			
Optiplex 5050	70YMHV2	Desktop			
Optiplex 5050	70YLHV2	Desktop			
Optiplex 5050	70ZFHV2	Desktop			
Optiplex 7020	3RDYY12	Desktop			
Optiplex 5070	4KF0BZ2	Desktop			
Precision 5820	5JXL903	Desktop			
Optiplex 5070	4KXV9Z2	Desktop			
Precision T3610	1TSVM22	Desktop			
Latitude 5591	1523YT2	Laptop			
Latitude E5550	F6RWJ72	Laptop			
Latitude E5551	G0PWJ72	Laptop			
Latitude E5552	91PWJ72	Laptop			



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District Office
160 West Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 17, 2024

Mr. Jim Anderson, City Manager
City of Port St. Joe
PO Box 278
Port St. Joe, Florida 32457
janderson@psj.fl.gov

RE: Proposed Consent Order; DEP vs. City of Port St. Joe; Facility ID No. 1230545; OGC
File No. 23-1947; Gulf County

Dear Mr. Anderson:

Enclosed is the proposed Consent Order, which addresses the valve maintenance exercising violation located at the City of Port St. Joe Water System. Please review the document, and if acceptable, sign and return it within **30 days** for final execution. A copy of the executed Consent Order will be forwarded to you for your records. If the document is not acceptable, please contact the Department regarding your objections within **30 days** of receipt of the document.

Your cooperation in resolving this matter is greatly appreciated. If you have any questions, please contact Kate Heller at 850-767-0053 or by e-mail at Kate.Heller@floridadep.gov.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Mullins Orr".

Elizabeth Mullins Orr
Director
Northwest District

EMO/kh

Enclosure: Proposed Consent Order OGC No. 23-1947

cc: Mr. Larry G. McClamma, City of Port St. Joe Plant Manager (lmccclamma@psj.fl.gov)
Mr. John Grantland, City of Port St. Joe Public Works Director (jgrantland@psj.fl.gov)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	NORTHWEST DISTRICT
)	
v.)	OGC FILE NO. 23-1947
)	
CITY OF PORT ST. JOE)	
_____)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and City of Port St. Joe ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.852(5), F.S.
3. Respondent is the owner and operator of a community water system, PWS No. 1230545, located at 309 Water Plant Road. Port St. Joe, in Gulf County, Florida ("System").
4. The Department finds that the following violation occurred:
 - a) The system is not exercising all isolation valves in accordance with the written plan adopted by the system (62-555.350(2), F.A.C.).

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) **No later than March 31, 2026**, Respondent shall ensure that all 972 isolation valves meet the minimum requirements of Rules 62-555.350(2) and 62-555.350(12)(c), F.A.C. The Respondent must submit progress reports beginning July 10, 2024, and quarterly thereafter, verifying that a minimum number of valves have been exercised during the quarter in accordance with Table 1.

Table 1. Valve Exercise Each Quarter

Year	Quarter	Minimum Number Exercised
2024	Second (Apr – Jun)	121
	Third (Jul – Sept)	122
	Fourth (Oct – Dec)	121
2025	First (Jan – Mar)	122
	Second (Apr – Jun)	121
	Third (Jul – Sept)	122
	Fourth (Oct – Dec)	121
2026	First (Jan – Mar)	122

6. **Within 30 days** of the effective date of this Order, Respondent shall pay the Department \$ \$1,500.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$ 1,000.00 for civil penalties and \$ 500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalties are apportioned as follows: \$1000.00 for violation of Rule 62-555.350(2), F.A.C.

7. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 5 and 21 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 8, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated

penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 6 of this Order.

8. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order (#23-1947) and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

9. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Michael Mucci, Environmental Manager, Compliance Assurance Program - Potable Water Section, Department of Environmental Protection, 160 W. Government Street, Suite 308, Pensacola, Florida, 32502.

10. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

11. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

12. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving

the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

13. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

14. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this

Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

15. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

16. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

17. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

18. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

19. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

20. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

21. Respondent shall publish the following notice in a newspaper of daily circulation in Gulf County, Florida. The notice shall be published one time only within 30 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF PORT ST. JOE pursuant to section 120.57(4), F.S. The Consent Order addresses the isolation valve exercising at City of Port St. Joe Water System. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office, 160 Government Street, Suite 308, Pensacola, Florida 32502-5794.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, F.S. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Northwest District Office, at 160 Government Street, Suite 308, Pensacola, Florida 32502-5794. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, F.S. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, F.S. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

22. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Mr. Jim Anderson
City Manager

Date

DONE AND ORDERED this ____ day of _____, _____, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins Orr
Director
Northwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

194 Hurricane Shoals Rd.
Lawrenceville GA 30046

Quote Nbr: 375556 000
Quote Date: 1/11/2024

Page 1

0011 - CHRIS K
Phone 770-822-9664
Fax 770-822-9323
Toll Free 800-844-9585

Job: PORT ST JOE ALLEGRO WATER
METERS

Good Until: 2/11/2024
To: CHRIS
Email: CHRIS.KAVOUKLIS@CPSPIPE.COM

Qty	Item	Size/Wall/Description	Price	Extended Price
5.0	31364	1 MSTR MTR ALLEGRO B16-A31-A15-0101A-1 LEAD FREE	445.00 EA	2,225.00
11.0	735315	1-1/2 MSTR MTR M22-A00-A15-0101A-X TE ALLEG W	690.00 EA	7,590.00
36.0	30884	2 MSTR MTR M24-A00-A15-0101A-M ALLEG THRD USG	885.00 EA	31,860.00
7.0	251890	3 MSTR MTR 0303-M1-A06 SS OCTAVE END MOD 25FT	2,250.00 EA	15,750.00
7.0	740594	MSTR MTR 199-016-80 ALLGRO PIT MOD	185.00 EA	1,295.00

Total: 58,720.00

J 1/11/24 401532.563012 \$35K
OKay



Quote#: 013024 J1

Quotation

To: John Grantland
The City of Port St. Joe
Email: jgrantland@psj.fl.gov
Phone: (850)227-8958

Date: 01/30/24
Project: Stock
Location: Port St. Joe, FL

Equipment: Simplex Package

Terms: Net 30 Days

Delivery: 2-3 Weeks

We are pleased to quote the following equipment:

- One (1) 24" x 48" FG Basin w/ Aluminum powder coated " Forest Green" Slam lock lid. Basin kitted up with SST "Hang and Bang" Pit-less adapter system w/ 1/4" Sch. 80 recirc. port.
- One (1) Barnes ZOGV2072AUF, 2HP/ 200-240v/ 1-Ph. Pump w/ Integral Float Switches, 1.25" Discharge and 30' power cord
- One (1) Simplex Control Panel in N4X Enclosure w/ pump breaker and audio/ visual high level alarm & Generator receptical
- One (1) SST 1-1/4" Flex Hose w/ 1-1/4" to 1-1/2" SST Bell Reducer
- One (1) 2" Adapt-a-flex for electrical and 4" Adapt-a-flex for Inlet connection
- One (1) SST AUF Float bracket

NET Price, F.O.B Shipping Point: Total: \$3,377.50 Each

Freight is included in total

Notes:

1. Pricing is based on plans and specs dated _____. Any revision or updates to plans a specs will result in revision to quote.
2. Applicable taxes are not included in quote
3. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
4. Only items mentioned above are included. If it is not listed it is to be provided by others.
5. **Delivery promise date begins upon return of signed quote**

This Quotation Prepared By:

Jennifer Beckworth

For Pump & Process Equipment, Inc.

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

Date: _____

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are Net 30 Days. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

PSJ Simplex Package Items 2023 --- PriceSheet 1/30/24

Items	Cost each
24 x 48 FG Basin	\$ 336.05
Razor ZOGP2072AUF	\$ 1,620.19
Razor ZOGV2072AUF	\$ 1,500.54
OGT1022AUF Grinder Pumps	\$ 2,089.95
Simplex Alarm Panel PN: 116742	\$ 338.77
Aluminum Powder Coated Lid w/ Hardware	\$ 322.04
1- 1/4" SST pitless adapter (Crane) PN: 147348	\$ 143.00
T-Handle for Pitless	\$ 21.45
SST 1-1/4" Flex Hose w/ Bell Reducer	\$ 113.33
AUF Float Bracket	\$ 22.88
AUF Float	\$ 188.36
12" Meter Boxe Marked "SEWER"	\$ 50.05
Sonalert	\$ 92.95
Complete recirculation port	\$ 12.86
ZOGP Power Cord	\$ 481.91
24" x 10" Extension	\$ 234.35
24" x 12" Extension	\$ 420.19
24" x 24" Extension	\$ 600.37

**AUTHORIZATION FOR DEMOLITION
AND REMOVAL OF STRUCTURE
AND HOLD HARMLESS AGREEMENT**

I the undersigned am the legal owner of the real property described herein, and as such have the authority to sign this document.

The real property described as:

222 Ave E, Gulf County Parcel # 05834-000R

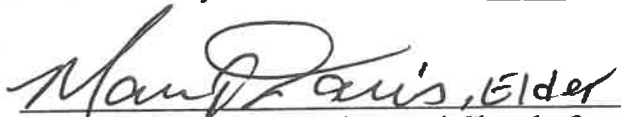
MILLVIEW ADDITION UNIT NO. 1 PB 1 PG 33 LOT 8 ORB 184/854 FR SPANN
BLK 1008 MAP 49D

I hereby authorize the City of Port St. Joe, Florida to perform, or cause to be performed by outside contract, the demolition and/or removal of any structures and improvements on the real property described herein.

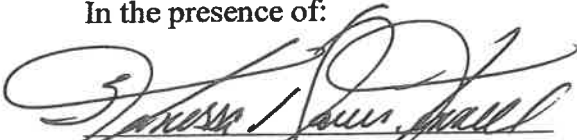
I further understand that I will be solely responsible to pay all costs associated with the demolition and/or removal of all structures and improvements on the above-described real property and that if not promptly paid, a lien will be recorded on the said real property which will remain until paid in full.


Upon the consideration of the City of Port St. Joe overseeing the relocation, the undersigned does hereby agree to indemnify, hold harmless and defend the City of Port St. Joe from any and all actions or causes of actions, which may result from the demolition and/or removal of any and all structures and improvements on the real property described herein.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of November 2023.

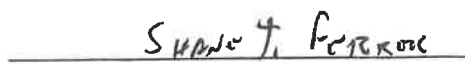

Port St. Joe First Born of the Living God Church, Owners

Signed, sealed and delivered
In the presence of:


Witness Signature


Printed Name of Witness


Witness Signature


Printed Name of Witness

State of Florida
County of Gulf

I hereby certify that on this day, before me, an officer duly authorized to administer oaths, and take acknowledgments, personally appeared Rei Pittman, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person: () Personally known to me; (☒) Florida ID/Driver License number D120-590-55-025-0

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November, 2023.



Stephanie Creamer

Notary Public

Grants Updated- 2/6/24

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
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
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work 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. Waiting on Approval of the amended scope of work by the State.
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 10 th Street Sports Complex & \$786,545 for Road Paving.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I under construction.
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	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
NOAA	\$280,000 \$1,563,611	Stormwater Management (H&H) Study, Approved 4/21/23 Phase II Application submitted 12/19/23

FDOT Phase I FDOT Phase II	\$100,000 \$129,580	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design. Out for bids Phase II approved 1/10/24
Legislative Request 2023	\$1,500,000	Road Paving, submitted by Clark Smith approved in the 23/24 State Budget
FDEP/SRF	\$102,000 Loan/\$98,000 Grant	Lead and Copper Service Line Inventory. Approved
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
Legislative Request 2023	\$6,000,000 \$2,000,000	Fire/Police Public Safety Facility Road Paving Workforce Housing Project Submitted 11/10/23
Army Corps of Engineers	TBD, up to \$15,000,000	Stormwater Improvements, Application submitted on 10/18/23
Gulf Consortium	\$750,000	Signed the sub-grant agreement with Gulf County on 10/31/23 for the ESAD Purchase re-imbursement
Dept. of Commerce	\$2,000,000	Rural Infrastructure Fund, Workforce Housing Access Road. Application submitted 11/3/23. Was not approved.