

JUNE 18, 2013

PORT ST. JOE, FLORIDA

COUNTY/CITY WORKSHOP

The Gulf County Board of County Commissioners and City of Port St. Joe Commissioners met this date in a combined workshop with the following members present: County Chairman Tynalin Smiley, County Vice Chairman Ward McDaniel, County Commissioners Joanna Bryan and Warren J. Yeager, Jr. <County Commissioner Carmen L. McLemore was absent>, City Commissioners Rex Buzzett, Bo Patterson, William Thursbay, and Mayor Mel Magidson.

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Central Services Director Denise Manuel, E.D.C. Director Barry Sellers, G.I.S. Coordinator Scott Warner, Mosquito Control Director Mark Cothran, Public Works Director Joe Danford, City Attorney Tom Gibson, City Manager Jim Anderson, and City Clerk Charlotte Pierce.

Chairman Smiley called the meeting to order at 10:32 a.m., E.T.

INTERLOCAL AGREEMENT

After discussion by County Commissioner Yeager, County Attorney Novak noted that this is a joint workshop that has been properly noticed per F.S. 286.0105. He discussed the proposed response from the Board to the City Commissioners regarding the fifteen (15) points within the Interlocal Agreement. County Attorney Novak read Item #1 (The City shall provide sewer service to developed areas of White City and Highland View within one year of receipt of permitting. A map of the White City and Highland View service areas are attached hereto. The City shall seek permitting in a timely manner. The Tap Fee shall not exceed \$500.00 for existing households, must sign up within 90 days, and have Tap Fee paid within 180 days of project designated date. Mandatory hook-up of existing facilities when tank fails, or at new construction. New developers shall pay \$4,000.00 per Tap; existing, non-improved lots shall be billed at current City rate. All fees shall be borne by the developers/users and with the contribution of any available grant monies for the project.). Commissioner Yeager reported that Item #1 has been completed and can be removed from the Interlocal Agreement. Upon inquiry by Commissioner Bryan, City Attorney Gibson stated that the City's position is whatever rates are charged within the City limits will be charged on the systems outside the City limits. After discussion by Commissioner Bryan, City Attorney Gibson discussed that Item #1 has been completed and the proposed amended interlocal agreement language reads that the City will not charge higher fees outside the City limits. County Chief Administrator Butler discussed leaving Item #15 (which discusses water rates) within the agreement. After further discussion, Commissioner Bryan discussed her concerns regarding removal of items within the Interlocal Agreement. City Attorney Gibson reported that eleven of the fifteen items on the list have been completed. After

discussion by County Commissioner Bryan, County Attorney Novak stated that this meeting is a workshop and no action will be taken today. He reported that he will be meeting with City Attorney Gibson to bring a recommendation to the Board for review. County Attorney Novak stated that Item #4 will be revised to include the additional language to provide the additional assurance. Upon inquiry by City Commissioner Buzzett, County Commissioner Bryan discussed billing existing/non-improved lots at the current City rate. She reported that water and sewer rates are a big concern in District III. After further discussion, County Attorney Novak read Item #2 (City agrees to not change the elements of the existing DRI Development Order for Windmark. This land area will not be reclassified from existing status.). City Attorney Gibson discussed his concerns regarding Item #2, stating that if the City does not amend the DRI, the County does not have the power to amend the DRI because it is within the City limits. After discussion, County Attorney Novak reported that Item #2 provides the County some protection that if St. Joe Company approaches the City of Port St. Joe there is an existing agreement that is binding on both parties that they would work with the County. After further discussion, City Mayor Magidson discussed changing the language on Item #2 to reflect abiding by the State Statute. County Attorney Novak read Item #3 (Future annexed areas will retain county land use classification until DCA agrees to any proposed change by the City.). City Attorney Gibson reported that Item #3 is currently State law. County Attorney Novak recommended removal of Item #3 from the Interlocal Agreement. After discussion, County Attorney Novak read Item #4 (City and County agree to plan the use of potential annexed areas of close proximity to existing developed areas via workshops between the City and County. Future annexations will not occur within the Highland View community without a referendum.). City Attorney Gibson discussed that a landowner has the right to ask the City of Port St. Joe for annexation, if they meet the requirements of the Statute. County Attorney Novak discussed adding language to describe voluntary vs. involuntary. After further discussion, County Attorney Novak read Item #5 (City shall extend the appropriate size sewer trunk line to the Gulf/Bay County line to accommodate maximum build-out of existing subdivisions within 36 months. City agrees to a phased approach for provision of sewer to the Beaches, utilizing grants, developers, and debt service. County and City will actively pursue grants/appropriations to offset infrastructure costs to the users.). Chief Administrator Butler reported that Item #5 is deemed complete. He stated that the Interlocal Agreement states that the trunk line will go to the Bay County/Gulf County line. County Chief Administrator Butler reported that the trunk line does run to the west end of Beacon Hill Park. After discussion, County Commissioner Bryan discussed obtaining written assurance from the engineers stating the truck line is adequate to the County line. County Attorney Novak read Item #6 (City shall furnish water service to Overstreet area within one year. City agrees to limit Tap/Impact Fees for existing residences at \$500.00 for a 90 day period, with 180 days to pay from project designated date. County will contribute the C.D.B.G. Grant to the project. City will own the water system.). Upon inquiry by County Commissioner Bryan, County Chief Administrator Butler reported that all Overstreet areas south of the bridge are fully available for water service. County Commissioner Bryan discussed obtaining provision in writing from staff. County Attorney Novak read Item #7 (City shall match County Commission contribution towards Sports Complex up to a maximum of \$600,000.00 on the approximately 75 acres provided by the St. Joe Company in 2007.). City Mayor Magidson stated that the City will not be enforcing this provision. After discussion by County Commissioner

Bryan, City Commissioner Thursbay discussed keeping Item #7 in the Interlocal Agreement. Upon inquiry by County Commissioner McDaniel, City Mayor Magidson discussed property located in the City limits across State Highway 98 designated as the proposed sports complex site. Upon inquiry by County Commissioner McDaniel, County Attorney Novak reported that the land acreage is less than 75 acres and that the City has to use this property as recreational purposes. After discussion, City Commissioner Buzzett discussed adding the legal description of the proposed site to Item #7. County Attorney Novak read Item #8 (City shall pay to the St. Joe Fire Control District an amount equal to one-half mill levy on all Windmark annexed areas until the City shall build and man a full time fire station in Windmark and comply with the Windmark Beach Development Order requirements.). After discussion by County Attorney Novak, County Commissioner Yeager discussed allowing the City of Port St. Joe to collect the Fire Tax. He discussed the City deeding the T.D.C. building site to the County with T.D.C. control. County Chief Administrator Butler reported that the unincorporated areas of the County have been in the St. Joe Fire Control District since 1947 and that the County has been collecting Fire Tax off of these areas since 1947. Upon inquiry by County Commissioner Bryan, County Chief Administrator Butler stated that the Fire Tax Funds are going into the St. Joe Fire Control Fund, not the General Fund. Upon inquiry by City Clerk Anderson, County Commissioner Yeager reported that the County would like the T.D.C. Building and Parking deeded over to the County. After discussion, City Commissioner Buzzett discussed having an appraisal on the property where the T.D.C. Building is located. County Commissioner Yeager discussed the possibility of leasing the property for 100 years for \$1.00 per year. City Mayor Magidson discussed his concerns regarding the building if it is no longer used for T.D.C. County Attorney Novak read Item #9 (City shall pledge its ½ cent Small County Surtax Sales Tax for the hospital. The County will include the City in the M.O.U. between the interested parties.). County Attorney Novak discussed that the M.O.U. has been reached and the County and City attend the Health Trust Board meetings on a regular basis. City Commissioner Buzzett discussed scheduling an educational workshop with Sacred Heart regarding the funding of the ½ cent Sales Tax. County Attorney Novak read Item #10 (City shall provide \$350,000.00 for the Honeyville Community Center/Storm Shelter, within 6 months of execution of this agreement.). County Commissioner Yeager reported that Item #10 has been completed. County Chairman Smiley discussed the Honeyville Community Ball Park. After further discussion, County Attorney Novak read Item #11 (City shall match the County with maximum \$20,000.00 annual contributions to both the Chamber of Commerce and the Gulf County E.D.C. for a minimum of ten years from the effective date of this agreement.). County Attorney Novak discussed that the County has pledge \$80,000.00 per year and has a contract for private economic development with the Economic Development Alliance. County Commissioner Bryan discussed the need for Item #11 to remain in the Interlocal Agreement through the end of 2015. After discussion, County Attorney Novak read Item #12 (City shall waive water and sewer Tap/Impact Fees for future designated affordable housing areas until sales transaction date of first sale.). City Attorney Gibson stated that the City has no objection to Item #12 remaining in the Interlocal Agreement. He discussed the need to hold a workshop to discuss Affordable Housing. After further discussion, County Attorney Novak read Item #13 (City shall fund an emergency services unit for water rescue in Windmark coastal areas annually.). County Commissioner Yeager stated that the City will eventually have to provide this service. Upon inquiry by County Commissioner Bryan, City Mayor

Magidson reported that the water rescue proposed has not been addressed because there has not been a need for this service. County Commissioner Yeager discussed determining the build-out to provide the water rescue service. Bo Spring of Windmark appeared before the Board to discuss his concerns regarding the specific build-out for this service, stating it was in the original agreement. County Commissioner Bryan stated that provisions need to be made for water rescue in the Windmark coastal areas. City Mayor Magidson stated that Item #13 does not define what the need is in this agreement. County Commissioner Bryan discussed that the agreement states that the City will fund emergency services for water rescue for whatever is necessary. After further discussion, County Commissioner Yeager discussed proposing that the County would give the Fire Tax to the City and in turn the City of Port St. Joe would use some of those funds to support the water service rescue for Windmark. After further discussion, County Attorney Novak read Item #14 (All County roads in newly annexed areas shall remain County roads unless the County agrees to relinquish control of those road(s)). County Chief Administrator Butler reported that Item #14 is only applicable to one road (Butler Bay Road) and this is one of a few public access points to St. Joe Bay. Upon inquiry by County Commissioner Bryan, County Chief Administrator Butler stated that there could be other roads. County Commissioner Yeager discussed leaving Item #14 in the Interlocal Agreement. County Attorney Novak read Item #15 (City shall assume the ownership of all County water systems, including the debt, with the stipulation that non-City residents recurring rates shall be the same as City residents rates. However, the existing debt service for such systems shall be borne by the users of the respective system until paid in full in addition to the City's recurring rate. The City shall be entitled to receipt and ownership of any system related escrow funds for use in accordance with any bond requirements or, if otherwise appropriate, for any other system related expenditure at the discretion of the City. The City shall receive all future debt service related to the system.). City Attorney Gibson reported that Item #15 has been completed. County Commissioner Bryan discussed City Mayor Magidson allowing the Redevelopment Agency to move their office. City Mayor Magidson discussed the Fire Tax matter and the move of the Redevelopment Agency. He reported that the City Commission Board voted to not allow Redevelopment Agency to move their office at this time. After discussion by County Commissioner Bryan, City Mayor Magidson reported that the Interlocal Agreement states that the County would provide office space for the Chamber of Commerce and T.D.C. in said building. He stated that the Chamber has moved out of said building and paying rent on another office facility. He discussed his concerns regarding the D.R.A. (Redevelopment Agency) moving out and paying rent for office space elsewhere. After discussion, Bo Spring, Director of D.R.A. appeared before the Board to discuss his concerns regarding the move and paying office space rent on two sites.

There being no further business, the meeting did then adjourn at 12:19 p.m., E.T.

**TYNALIN SMILEY
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**