

November 19, 2013

**Regular Public Meeting
6:00 p.m.**

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



City of Port St. Joe

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

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

BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 p.m.

City Hall

Commission Chamber

Tuesday November 19, 2013

Call to Order

Consent Agenda

- **Employee Retirement Recognition – Earl Haney**

Minutes

- **Regular Meeting 11/5/13**

Pages 1-5

City Attorney

- **Private Construction in Public Rights of Ways**

Old Business

- **Ordinance 497 Sign Ordinance- Comm. Thursbay**
 - **First Reading & Request to Advertise**
 - **Repeal of Ord. 467**
- **RFP 2013-05 Lighthouse Relocation Bids**
- **Utility Billing Write-Off Policy- Comm. Thursbay**
- **Centennial Bldg. Roof**

Pages 6-29

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Pages 34-36

New Business

- **Christmas Dinner**
- **Christmas Decorations and Carriage Rides**
- **Legacy Trust Program- Comm. Thursbay**

Pages 37-60

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Solar Bee Aeration System- Update**

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City Engineer

- **Traffic Study- Update**
- **Water Study- Update**
- **CDBG Water line Replacement Grant- Update**
- **USDA Sidewalk Replacement- Update**

Code Enforcement

- **Update**

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Police Department

- Update

PSJRA

- PSJRA Meeting Minutes- September 2013
- Phase IV Landscape Project- Update
- Lighthouse Documentary Extension Approval by BP
- Langston Drive Lighting Status

Pages 63-65

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, November 5, 2013, AT 6:00 P.M.

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Minutes of the Special Meeting; Workshop and Regular Meeting all held on October 15, 2013. All in Favor; Motion carried 5-0.

CITY ATTORNEY – Tom Gibson

A copy of the Proposed Five Year Schedule of Capital Improvements was given to the Commissioners and Mr. Gibson asked that each Commissioner review the list and give their recommendations for items to be included in the plan.

Mr. Gibson noted that Ordinances 491, 492 and 493 will need to be adopted in the next couple of meetings.

A request was made by Mr. Gibson for the City Commission to hold a Workshop on Thursday, November 21, 2013, at 4:00 P.M., in the Local Color Building. The Workshop will be for the City of Port St. Joe's Economic Development Element to our Comprehensive Plan. This will provide an opportunity for our stakeholders to comment on the plan and hear the new Florida Trade and Logistics report that will be presented by the Florida Chamber Foundation.

CITY MANAGER'S REPORT

Old Business

Workforce Board Lease Agreement

Mayor Magidson requested that a change be made to Item 5 from "All minor repairs of less than \$250 shall be the responsibility of the Lessee" to "All minor repairs of \$250 or less shall be the responsibility of the Lessee." He noted that this clarifies the statement and avoids a difference of interpretation. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to approve the Lease with this change. All in Favor; Motion carried 5-0.

Ordinance 497 Sign Ordinance – Commissioner Thursbay

First Reading and Request to Advertise; Repeal of Ordinance 467

After a lengthy discussion, a joint Workshop with the Planning Development and Review Board will be held on Monday, November 18, 2013 at 5:00 P.M. If additional time is needed for discussion, a Workshop will be held on Tuesday, November 19, 2013, prior to the Commission Meeting.

Ordinance 498 Utility Deposits First Reading and Request to Advertise – Commissioner McCroan

Prior to the meeting, Commissioner McCroan requested that this be removed from the agenda.

New Business

RFP 2013-09 Water Distribution Phase II Bores Bid Award

A letter was received from BoreHawg stating an error was made on their Base Bid and requested that they be allowed to withdraw their bid. A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, that BoreHawg be allowed to withdraw their bid. All in Favor; Motion carried 5-0.

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to award RFP 2013-09 Water Distribution Phase II Bore Bid to Broadband Tele Communications in the amount of \$134,320 pending SRF approval. All in Favor; Motion carried 5-0.

Christmas Greeting Advertisement Request

A request was received from Coastal Connection TV 17 for the City Commission to purchase a Christmas Greeting Ad. Commissioner Buzzett stated that if any Commissioner wanted to purchase an ad, that it should be been done individually and that tax dollars should not be used for an ad. The Commissioners concurred.

Excavator Lease – Commissioner Buzzett

Speaking on behalf of the St. Joseph Bay Golf Club (SJBGC), Commissioner Buzzett requested they be allowed to rent the City's excavator for \$1,000 for a month to do work at the Golf Club. The SJBGC would hire City employee Tommy Gay who operates the excavator to work on his off time and will pay for all costs associated with the excavator. Should any damage be done to the equipment, the SJBGC will be responsible for it. Commissioner Buzzett also noted that in-kind contributions would be available for summer recreation next year at the Club. A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve the request. All in Favor; Motion carried 5-0.

Port Authority – Commissioner Buzzett

Commissioner Buzzett requested that \$10,000 of the BP money be used to help the Port St. Joe Port Authority (PSJPA). Leonard Costin, Chairman of the PSJPA, shared several of the immediate needs of the PSJPA and asked for help from the Commission. A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to contribute \$10,000 and stipulate that it must be used to pay dues to the Florida Ports Council in the amount of \$6,500 and that the remainder be applied to cover the cost of Liability Insurance for members of the PSJPA Board of Directors. All in Favor; Motion carried 5-0.

Mr. Costin thanked the Commission for their contribution, noted that the dredging permit is moving along well and several contributions have been received from Friends of the Port.

Siemens Performance Bond Release Request

This request was tabled for further review by Staff.

Business License Compliance – Commissioner Patterson

Commissioner Patterson expressed his concerns about active Business License. Mr. Anderson responded that all Business License renewal notices are mailed in August and that anyone doing business with in the City Limits of Port St. Joe is required to have a Business License. Commissioner Patterson asked that Code Enforcement Officer Richard Burkett follow up on current and expired licenses.

Centennial Building Roof

Clay Smallwood, III, of Preble-Rish will work with staff on this. Commissioner Buzzett requested that this issue remain on the Agenda until it is resolved.

Water Bill of Michael Mork

Mr. and Mrs. Michael Mork appealed to the Commission for additional adjustments to their water bill. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to adjust the bill. Mayor Magidson noted that whatever may be done in the meeting would set a precedence and asked that a policy be implemented to address these type issues. After a lengthy discussion, Commissioners Thursbay withdrew his Motion and Commissioner Patterson withdrew his second. Staff will work with Mr. Gibson to establish a

policy. No action will be taken on the Mork's water bill until a policy has been established. This item is to remain on the agenda until resolved.

Public Works – John Grantland

Mr. Grantland was absent and there was no report from his department.

Surface Water Plant – Larry McClamma

Mr. McClamma shared that two Duke Energy Transformers kicked out at the plant earlier today but all generators came on line and there were no problems.

Recently, two operators visited the Dalton, Georgia Surface Water Plant that is very similar to the local plant and reported it was a good trip. They are currently waiting on options to be considered for our plant.

Wastewater Plant – Lynn Todd

Number One Grit King continues to be an issue. The motor was pulled, it was filled with sand and is currently out of service. North Florida Construction is looking at the issue and attempting to determine how the problem can be solved.

Two employees will be traveling to Birmingham, Alabama tomorrow to observe the SolarBee aerators.

The new Hypo tank was being installed today.

Earlier today, when the two Duke Energy Transformers kicked out that created a power failure, there was no equipment outage at the plant.

Ms. Todd noted that the Quarterly Bi-products Disinfectant sampling will begin shortly.

City Engineer – Clay Smallwood, III

Traffic Study Update

The Study has progressed from Transfield Services, to FDOT in Chipley and is now in Tallahassee. Mr. Smallwood noted that PRI is still answering questions on the Study.

Water Study Update

Virginia Tech continues to receive water shipments to be used in the conditioning phase of the Study. They anticipate moving to the Pilot section of the Study in a couple of weeks.

Construction Engineering and Inspection (CEI) Services Contract

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to approve the professional services proposal of Preble-Rish, Inc., (PRI), for Construction Engineering and Inspection of the Community Development Block Grant Water Improvements for North Port St. Joe in the amount of \$26,698. This is an allowable expense of the CDBG Grant. All in Favor; Motion carried 5-0.

Code Enforcement

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

Police Department – Chief Barnes

Salary Package

Chief Barnes requested that his insurance stipend in the amount of \$250 be transferred to his salary package.

This amount, less benefits and taxes, will provide \$208 a month. After discussion by the Commission, a Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to allow the transfer. All in Favor, Motion carried 5-0.

Law Enforcement Trust Fund Monies Request

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to allow \$1,500 to be expended by Chief Barnes for various Crime Prevention items and / or Special Investigative cost or equipment. The expenditures will be made between November 6, and September 30, 2013. This request for the expenditure complies with the provisions of Florida Statute 932.7055. All in Favor; Motion carried 5-0.

Chief Barnes shared with the Commission that he has entered the Deferred Retirement Option Program with the State of Florida effective October 31, 2013. He will have a maximum of five years remaining with the department. Chief Barnes thanked the Commission for their past support and stated he looks forward to working with the Commission in the future.

Commissioner Patterson requested that Chief Barnes contact FDOT about the First Street, Highway 98 and Marina Drive Intersection. Chief Barnes reminded Commissioner Patterson that FDOT does not have a problem with the Intersection and they do not have any plans to revisit the issue. Commissioner Patterson will call FDOT.

Port St. Joe Redevelopment Association (PSJRA) – Gail Alsobrook

Ms. Alsobrook did not have anything to report at this time.

City Clerk – Charlotte Pierce

Mrs. Pierce did not have anything to report.

Citizens to be Heard

Jon O'Donovan, representing Costa Enterprises (McDonalds), requested a waiver of the \$25 per day fine associated with the Sign Ordinance. The notice was sent to a corporate address rather than the area address which created a delay in them receiving the letter. Consensus of the Commission was to waive the fee.

Jason Toole, of CPH the area engineer for McDonalds, asked for clarification with the Sign Ordinance concerning heights.

Barry Sellers, Executive Director Gulf County Economic Development Alliance, thanked the Commission for their thoughts and prayers while out this past summer on unpaid Leave of Absence due to illness.

Mr. Sellers shared that his visits to the site selection hub cities of New York, Atlanta, Dallas and Chicago had been profitable and he looks forward to working with those areas for local Economic Development.

He also extended his thanks to Mr. Tommy Pitts for all he has done to promote Economic Development through the Port St. Joe Port Authority; wished him well with his new job with Hatch Mott McDonald and looks forward to continue working with him on the channel dredging.

Mr. Sellers noted that there have been 3 Economic Development Announcements in the past three years and he anticipates more will follow. Eastern Shipbuilding sites are full in Bay County and unless a boat leaves their site soon another vessel cannot be built. The JOE Company has partnered with the Port St. Joe Port Authority and he anticipates movement soon in Gulf County with the shipbuilding. Power lines have been run to the site and leases have been secured.

Jason Shoaf requested that street lights be added to Cabel Drive due to the recent vandalism of vehicles there. Chief Barnes shared that he has spoken with Bobby Pickels of Duke Energy about this today and he is working on a proposed lighting plan.

Discussion Items by Commissioners

Commissioner Thursbay did not have anything to discuss.

Commissioner Patterson requested a copy of all adjustments to water bills during the month of October. He also requested copies of letters sent to businesses whose signs were not in compliance.

Commissioner McCroan shared that he continues to receive complaints about the One-Way Streets off Reid Avenue and would like to see some changes made to accommodate vehicular traffic.

Commissioner Buzzett did not have anything to discuss.

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to adjourn the Meeting at 7:50 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

ORDINANCE 497

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, REPEALING ARTICLE VI OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE; ADOPTING A REVISED ARTICLE VI PROVIDING FOR SIGN REGULATION; PROVIDING FOR THE APPLICATION, PERMITTING AND VARIANCE PROCESS; PROVIDING FOR TYPES OF SIGNS AND REQUIREMENTS FOR CONSTRUCTION AND MAINTENANCE; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. Article VI of the Land Development Regulations of the City of Port St. Joe, amended May 18, 2010 as Ordinance 448 Is hereby repealed.
2. Revised Article VI attached hereto and by this reference made a part hereof is hereby adopted.
3. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.
5. EFFECTIVE DATE: This ordinance shall become effective ____, 2013.

DULY PASSED AND ADOPTED by the Board of city Commissioners of Port St. Joe, Florida this _____ day of _____, 2013

THE CITY OF PORT ST. JOE

BY: _____
MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE PIERCE
CITY CLERK-AUDITOR

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

ARTICLE VI. SIGN REGULATIONS

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6.0 General Provisions

6.0.1 Purpose

1. To promote and protect the public health, safety, and general welfare.
2. To enable the identification of places or residences and businesses.
3. To balance the rights of individuals to convey their messages through their signs and the right of the public to be protected from the unrestricted proliferation of signs.
4. To enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs, including the public being able to locate goods, services, and facilities in the city.
5. To maintain and enhance the aesthetics of the city by restricting signs and lights that increase clutter.
6. To maintain and improve traffic safety by preventing and restricting signs that, due to their placement or appearance, increase the probability of traffic accidents by obstructing vision or confusing motorists.
7. To promote signs that are compatible with their surroundings and minimize potential adverse effect of signs on nearby property.
8. To ensure proper maintenance of signs for safety and structural soundness as well as the appearance of signs.
9. To ensure the fair and consistent enforcement of sign regulations.
10. To insure that these sign regulations continue to take into account developments in the law.

6.0.2 General Requirements

1. Any sign erected, placed, reconstructed, expanded or relocated on any property within the City shall conform to the provisions of this Article. The number, location, and size of signs allowed per each property or business is limited by this Article.
2. No signs shall be located, erected, placed, constructed, reconstructed, expanded, altered, or relocated except as provided in this ordinance without securing a permit from the City of Port St. Joe.
3. It is the responsibility of the owner/developer to ensure proper compliance and to repair and maintain the signs.
4. It is the responsibility of the land owner to remove signs from unoccupied spaces and/or buildings, or when the permit has expired.
5. Signs not repaired or maintained, as determined by the City or its designated agent, and duly cited for posing a public safety hazard will be declared derelict and will be removed at owner's expense.
6. Private signs on public property or public right-of-way may be removed by the City or its agents without notice to the sign owner.

6.0.3 Prohibited Signs

1. Bench Signs.
2. Non-Conforming Signs except those that were in existence before October 1, 2013. Non-conforming signs shall be subject to the requirements of Section 6.7
3. ~~Off-Premises Signs: Off-premises signs pertain to any sign on any property other than that on which the business is located, including but not limited to billboards, sandwich boards, "A" frame, "T" frame, step signs, "yard" signs, menu signs, "on duty" signs, snipe signs, portable signs, trailer signs, vehicle signs.~~
4. Advertising Signs on Towers: Advertising signs on any type of water tower, aerial tower or other tower.
5. Signs on Public Right of Way: Signs on public rights-of-way, public property including but not limited to streets, sidewalks, parks, street lights and poles, bridges, in or upon any river, bay, lake, or other body of water, except signs erected, approved or required by law or by public governmental entities or signs erected pursuant to section 6.4.9.
6. Temporary or mobile Changeable Message Signs (except portable menu signs, & signs owned by public entities)
7. Pavement Markings, except official traffic control markings and street addresses.
8. Roof Signs.
9. Piers or Seawalls: Signs attached to or painted on piers or sea walls, other than official regulatory or warning signs.
10. Emissions: Signs that emit sound, vapor, smoke, odor, particles, or gaseous matter.

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11. Unshielded Illumination: Signs that have unshielded illuminating devices or which reflect lighting onto public rights-of-way, thereby creating a potential traffic or pedestrian hazard.
12. Moving Signs: Signs that move, revolve, twirl, rotate, flash, including animated signs, multi-prism signs, floodlights and beacon lights, except when required by the Federal Aviation Agency or other governmental agency.
13. Obstructions: Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic, government sign, signal, or device, or presents a potential traffic or pedestrian hazard, including signs which obstruct visibility.
14. Three-Dimensional Objects: Three-dimensional objects that are used as signs, carried, waved, or otherwise displayed by persons either on public rights-of-way or in a manner visible from public rights-of-way, intended to draw vehicular and pedestrian attention for a commercial purpose (not intended to limit the display of placards, banners, flags, or other signage by persons participating in demonstrations, political rallies and similar events that have been properly permitted).
15. Signs Omitted from the Code: Any sign that is not specifically described or enumerated as permitted within the zoning district classifications in the land development code.
16. Flags and Banners as permanent signage.

6.0.4 Enforcement of Prohibited Signs

1. Any sign that is installed, erected, altered, moved or replaced in violation of this Article is prohibited. The enforcement of sign regulations will be performed by the Code Enforcement Inspector (CEI), the City Manager, or his designee. The owner or person or firm maintaining the sign shall, upon notice either written or verbal from the City Manager, CEI, or his designee, shall remove prohibited signs. Any such sign not removed or properly altered within the time period allotted from 15 days of the date of the notice, may be removed by the City and all costs charged to the property owner, agent, or person having beneficial interest in the sign itself.

2. Derelict Signs

Should any sign become insecure or in danger of falling or otherwise unsafe in the opinion of the City Manager or his designee, the owner or person or firm maintaining the sign shall, upon written or verbal notice from said enforcement officer, forthwith in the case of immediate danger and in any case within (48 hours), remove such sign or secure it in a manner approved by the enforcement officer. Any such sign not removed or properly secured within the time period allotted from the notice, may be removed by the City and all costs charged to the property owner, agent, or person having beneficial interest in the sign itself.

3. Temporary Signs

Pennants, streamers, banners, wind-blown devices, real estate signs, real estate directional signs, semi-public-use directional signs, signs in the right-of-way, and construction signs that do not conform to the provisions of this Article upon its adoption or amendment shall be removed within ten (10) days.

4. Nonconforming Signs and a new business

A nonconforming freestanding or building sign shall not be reused for a new business or establishment and shall be removed within thirty (30) days after the business or establishment to which the sign initially pertained ceases to operate at the subject location. This includes the replacement of a sign face module for a new business on a sign or sign structure that exceeds the maximum area or height requirements established by this Article.

5. Change or Removal of Discontinued Signs

When a property owner has a lawful and conforming freestanding or building sign that no longer is used by a business or establishment, and the owner desires to retain said sign, this section shall apply in order to retain said freestanding sign as a lawful sign. If the discontinued freestanding sign or building sign contains a sign face that is in the form of a removable sign face module, the removable sign face module containing advertising shall be removed and replaced with a panel of like or similar appearance without advertising until another use is lawfully established. If a discontinued freestanding sign or building sign contains a sign copy area that is not removable, the said sign shall be removed or the copy area shall be painted over to conceal the advertising.

6.0.5 Prohibited Sign Locations

1. No sign shall be placed or located in a manner inconsistent with this Section.
2. Location in right-of-way prohibited. No part of any sign shall be located in, over, or project into a public right-of-way except for awning signs, canopy signs, or projecting signs in the commercial district.
3. Obstructions of buildings and roadways prohibited. No sign shall be erected, located, or maintained in such a manner as to interfere with safe and free ingress and egress of any door, emergency exit, driveway, street, or roadway.
4. Obstruction of utilities prohibited. No sign shall interfere with such utilities as water mains and hydrants, sanitary sewerage, gas, electricity, and communications equipment or lines, and shall not interfere with natural or man-made storm-water drainage facilities.
5. Obstructions of views and confusion with traffic controls. No sign shall be erected or maintained where, by reason of its position, wording, illumination, size, shape or color, it may obstruct the view of oncoming vehicles or impair, obscure, interfere with the view of, or be confused with any authorized traffic control sign, signal, or device. No sign shall contain or be in imitation of an official governmental traffic control sign, signal, or emergency vehicle device.

6. Damage to trees or landscaping. No sign shall be located in a manner that poses a threat to the critical root zone of an existing tree or landscaping.

6.0.6 Penalties for Non-Compliance

1. If a sign is erected either without the required permit (unless no permit is required as per this Article) or erected in violation of this Article, the owner, owner's agent, or person in control of any property where the sign is located shall have the sign immediately removed.
2. Upon receipt of written notification by the City that a sign is illuminated, blinking, moving three-dimensional or sounding in violation of this Article, the owner, owner's agent, or person in control of the premises, shall immediately terminate the prohibited illumination of such sign.
3. In the case of emergency situations, the City is hereby authorized to take such steps that may be necessary to secure or remove signage that poses a threat to the public health, safety, and welfare.
4. Penalties shall be imposed as part of the code enforcement process, which fines shall be paid within thirty (30) days, or liens will be placed on the property in violation. Penalties Shall Be as Follows:

First Offence: Warning-Correction Notice

Second Offence: \$25 Dollars per day

Third Offence: \$50 Dollars per day

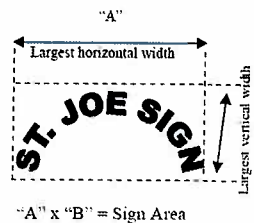
Forth offence: \$250 Dollars per day

Fifth or more \$500 Dollars per day

6.0.7 Size & Height Computation

1. Computation of Sign Area:

- a. The area of a sign shall be computed by means of the smallest rectilinear figure (but which shall have a continuous perimeter of not more than eight (8) straight lines) which encompasses all lettering, wording, frame, design or symbols, together with any background and any illuminated part of the sign on which the sign is located, if such background or such illuminated part of the sign is designed as an integral part of and related to the sign.
- b. Support and bracing which are not intended as part of the sign and which contain no message, shall be excluded.



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

2. Computation of Height

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

6.1 Temporary Signs Allowed Without a Permit – Restrictions Apply

6.1.1 Construction Signs

1. Safety or warning signs for road work with flashing lights and/or messages are allowed during progress of the work.
2. One construction site identification sign may be placed on a property upon the commencement of construction and shall be removed within Ten (10) days of receiving a final certificate of occupancy for the construction or development project to which it refers, if such sign complies with all of the following:
 - a. Maximum nine (9) square feet in sign face area and a maximum height of four (4) feet in single-family residential zoning districts.
 - b. Maximum thirty-two (32) square feet in sign face area and a maximum height of eight (8) feet nonresidential zoning districts.
 - c. No illuminations shall be permitted.

6.1.2 Temporary Window Signs

6.1.3 Portable Menu Signs

1. Shall be located adjacent to the building wall for the business for which it promotes a product or service
2. Shall allow no less than four (4) feet of open pedestrian space between the outer edge of the sign and the edge of the sidewalk.
3. Shall be removed daily at close of business day.

6.1.4 New Business Signs

1. Banners may be permitted to indicate the grand opening of a new business, the existence of a new business, or a business in a new location.
2. Such banners shall be placed flush upon the wall or window to which they are attached. Banners shall not be hung as canopy sign or flown as flags.

3. Such message may be displayed for a period of not more than thirty (30) calendar days or until installation of permanent signs, whichever shall occur first. An extension of thirty (30) days may be granted by the City for reasonable cause

6.1.5 Real Estate Signs

1. One (1) freestanding real estate sign per parcel of land indicating that a parcel of land or a building located on the parcel of land or part thereof is for sale, for lease or otherwise available for conveyance, provided that such sign does not exceed:
 - a. Maximum nine (9) square feet of total sign face area and (4) feet in height, non-illuminated, on parcels of land designated or used for residential purposes to include riders
 - b. Maximum thirty-two (32) square feet of total sign face area and eight (8) feet in height, non-illuminated on parcels of land designated or used for non-residential purposes (multi-family, commercial and industrial zoning districts).
 - c. In the event that more than one dwelling unit or non-residential space on a single parcel of land is for sale, one (1) attached sign per dwelling or space of no more than two (2) square feet in total sign face area in addition to the permitted freestanding signage.
2. Ten (10) days after sale transaction is recorded with the Gulf County Clerk of the Court, any and all signage accompanying the sale shall be removed.
3. For Rent Signs: One (1) attached sign either affixed to the structure or displayed from a window that a property is for lease or for recurring short-term rental with a maximum square footage of nine (9) square feet.

6.1.6 Political Signs

1. One (1) Temporary yard sign per political candidate or political initiative may be placed per property with permission of the property owner and must be removed within ~~two (2)~~ 14 days following the election.
2. Penalties for non compliance may be assessed to the property owner and/or the political candidate. ~~City Staff will remove all signs placed in the right of way or on City Property and will remove signs for any individual or business/company. City staff may not remove political signs from private property prior to the removal deadline set forth above.~~

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6.1.7 Garage Sale Signs

1. One (1) garage/yard sale/open house sign of no more than two (2) square feet of total sign face area located on the parcel of land where the sale is to be conducted, and displayed only on the dates on which the sale is conducted.

6.2 Permanent Signs Allowed Without a Permit – Restrictions Apply

6.2.1 Street Address Signs: One address sign of no more than (2) two square feet of total sign face area for each parcel of land used for residential purposes, and no more than (3) three square feet of total sign face for each parcel of land used for commercial purpose and semi-public use purposes.

6.2.2 Equipment/Machinery Signs: Signs which are integral and incidental to equipment or machinery and cover no more than twenty (20) percent of the exterior surface of such equipment or machinery.

6.2.3. Menu Signs: One (1) Attached or freestanding menu sign of no more than six (6) square feet of sign face area located at the entrance of a restaurant. Two (2) freestanding sign no more than sixteen (16) square feet in area and six (6) feet in height located in the rear of the principal building of the restaurant.

6.2.4. Onsite Directional Signs: Onsite directional and traffic control signs of no more than four (4) square feet of sign face area, provided that business logos or other non-traffic control symbols do not exceed twenty-five (25) percent of the sign face area.

6.2.5 Parking Space Numbers: Parking space numbers and marina slip numbers painted on the paved surface or dock not to exceed one-half (½) square foot of sign face area per sign.

6.2.6 Indoor Signs or Signs within a Stadium: Signs indoors or located within a stadium that are primarily directed at patrons of the facility.

6.2.7 Safety Signs: Safety or warning signs that do not exceed four (4) square feet of sign face area per sign.

6.2.8 Vessel Slip Signs: One (1) sign identifying each individual vessel slip at a marina, provided such sign does not exceed four (4) square feet in area and is placed in the vicinity of the slip. For commercial marinas having separately licensed slips for commercial vessels, each licensed slip shall be permitted one (1) sign containing no more than eight (8) square feet in area placed in the vicinity of the slip to identify the vessel, rate/embarking schedules or other information.

6.2.9 Permanent Window Signs: Signs within windows and doors incidental to the operation of the business (i.e. hours of operation and accepted credit cards) and required signs (i.e. statutory and business regulation signage) shall be permitted in non-residential zoning districts.

6.2.10 Memorial Signs: Memorial signs or tablets, names of buildings and the dates of erections, when cut into any masonry surface or when constructed of bronze or other non-combustible materials so long as the memorial sign or tablet does not exceed four (4) square feet of area.

6.2.11 Off Premise Signs: One (1) off premise sign will be allowed per parcel along with the standard allowable signage. The off premise sign must meet the requirements of the sign ordinance depending on the type of sign.

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6.3 Event Signs

6.3.1 Event Signs:

1. The following sign allowance shall be allowed in conjunction with a special temporary event duly permitted pursuant to the Code of Ordinances.

2. Such signage may not interfere with traffic, safety or sight lines and must be erected on the property on which the event is to be held, and shall be allowed for a period of seven (7) days prior to the event, and four (4) days for the duration of the event, and to be removed at the conclusion of the event.

3. One non-illuminated temporary sign, banner, balloon, cold air inflatable, streamer, or pennant announcing the event, not exceeding thirty-two (32) square feet in area nonresidential zoning districts only.

6.3.2 Off-Site Event Signage

1. Any business, church, school, or non-profit located within the limits of the City is eligible to be included in the Off-site event signage locations.
2. Off-site event signage shall be allowed only in common locations as designated by the City Manager or designee.
3. Off-site sign permit application, including a fee based on a fee schedule to be determined by City Commission resolution is required.
4. Shall be allowed for a period of seven (7) days prior to the event, and four (4) days for the duration of the event, and to be removed at the conclusion of the event.
5. Size restrictions for signs in common locations will be determined by the City Manager based on the space available in the common location.
6. Quantity of Off-Site event signage allowed for any one business, church, school or non-profit will be limited to (4) events per year.

6.4 Commercial Signs

6.4.1 Freestanding Signs

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

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9. Materials used in the structure of the monument sign and any other principal freestanding sign should be architecturally compatible with the principal building or structure on the lot..

10. No free standing sign shall be allowed on any parcel of land located on U.S. Highway 98 between Cecil G. Costin, Sr. Boulevard and First Street unless the parcel has 120 feet or more of frontage on Highway 98.

11. In the event that more than one business is located on a parcel having 120 feet or more of Highway 98 frontage, those businesses may share a free standing sign so long as it meets all the requirements of Ordinance 448.

12. In the event that a free standing sign is located on a parcel of land with 120 feet or more of Highway 98 frontage and because of a sale, operation of law or any other occurrence, the parcel is divided so that it no longer has 120 feet of frontage then the free standing sign must be removed within 30 days of the division of the property.

6.4.2 Attached Building Signs

1. The graphic and the wall on which the attached building sign is displayed shall be correctly proportioned per this Article.
2. The signable area is a continuous portion of a building unbroken by doors or windows. The area is calculated by selecting a continuous façade free of architectural details, then drawing an imaginary rectangle and computing the square footage of this area.
3. The total sign area shall be no more than fifty percent (50%) of the signable area.
4. The allowable size graphics may be located anywhere on the wall.
5. Where individual businesses are located in a single building or in multiple buildings that are connected, attached signs shall be designated according to a common theme but may be sufficiently unique to each individual business.

6.4.3 Projecting and Blade Signs

1. Projecting signs include awning/canopy signs suspended from an overhang or blade signs attached to the wall and perpendicular to the wall and shall be limited to no more than one (1) per tenant on a property.
2. Shall be placed with at least six feet, eight inches (6'8") of clearance above the walking surface when erected over pedestrian walkways.
3. If illuminated, must follow requirements of "Illuminated Signs."

6.4.4 Multiple Business Signs

1. Two (2) one-sided monument signs or one (1) two-sided monument sign may be located at each entrance into a commercial development or into an office or industrial park consisting of two (2) or more buildings.

other requirements of these regulations. [Appeal of a PDRB decision may be made to the City Commission.](#)

d. It may not be located less than nine feet above grade.

2. Time and Temperature Signs

- a. Time and temperature signs shall be allowed in non-residential districts.
- b. Time and temperature changes shall not occur more frequently than once every fifteen (15) seconds.
- c. The maximum area for the time and temperature portion shall be twenty (20) square feet. .
- d. The area of a time and temperature signs, whether attached or not, shall be included in determining the cumulative area of signs on a property.

6.4.8 Murals

1. Murals will be allowed; however, the sponsorship or advertisement area shall not exceed ten (10) percent of the total computed area of the mural.

6.4.9 Tourist Oriented Directional Signs (TODS)

1. The TODS signage program shall be in accordance with FDOT rules and regulations regarding size, materials, and locations allowed.
2. TODS signage can only be installed by the City or its Agents.
3. TODS signage program is intended to benefit local businesses that rely on visitors for at least 51% of their annual income.
4. TODS directional signs can direct visitors from State highways to business districts that may be located off of the state highway
5. TODS signs in Port St Joe can identify business districts and tourist activities but will not identify an individual business by name.

6.4.10 Pedestrian Oriented Signs (POS)

1. Any business, church, school, or non-profit located within the limits of the City is eligible to be included in the common location for POS Signs.
2. POS Signs will be allowed only in common areas identified by the City Manager or his designee.
3. POS Signs may identify individual businesses by name, logo, location, and services offered.
4. Size, format, and materials of signs will be strictly controlled with standards as designated by the City Manager based on the space available.
5. Qualified POS signs will be allowed by an annual permit fee. Fees for the installation of POS Signs will be determined by resolution of the City Commission.

6.4.11 Commercial District Signs

2. Each development entrance sign shall not exceed thirty-two (32) total square feet in total sign face area.
3. If illuminated, must follow requirements of "Illuminated Signs."

6.4.5 Sign Illumination

1. The light from any illuminated sign shall be shaded, shielded, or directed away from adjoining street rights-of-way and properties.
2. No sign shall have blinking, flashing, or fluttering lights, or other illumination devices which have a changing light intensity, brightness, color, or direction.
3. No colored lights shall be used at any location or in any manner that could be confused with or construed as traffic-control devices.
4. Neither the direct nor the reflected light from primary light sources shall create a traffic hazard to operators of motor vehicles on public thoroughfares.

6.4.6 Changeable Message Signs

1. Gasoline Price Signs: The area of gasoline price signs, whether attached or not, shall be included in determining the cumulative area of signs on a property. Gasoline price signs shall be integrated into the principal sign of the property.
2. Permanently Installed Changeable Message Signs
 - a. Must not be portable or include wheels, axels, or trailers
 - b. Must be integrated into the permanent principal freestanding sign or building sign.
 - c. Must be maintained properly to avoid missing letters, non-matching letters and numbers, and maintain current information.

6.4.7 Electronic Message Boards

1. Notwithstanding any other provision of this code, electronic message boards and/or changeable message signs shall be permitted if it complies with all of the following (signs owned by public entities are exempt):
 - a. It must be located on a multi-tenant commercial center providing not less than ~~50,000~~ 25,000 square feet of retail space.
 - b. It shall not be located within the boundaries of the Port St. Joe Redevelopment Agency or in any area designated residential, recreational or public use on the Port St. Joe Future Land Use Map. Special exceptions can be made by the City Commission.
 - c. The PDRB shall make a finding that the sign, as permitted, does not use any flashing or strobe lights, does not emit any sounds, does not present lighting effects that are unusually distracting to vehicles and otherwise complies with the size, location and

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1. District Signs can only be installed by the City or its Agents.
2. Locations of District Signs is limited to City property, City right-of-way, or private property leased to the City.
3. District signs can direct patrons from State highways to business districts that may be located off of the state highway
4. District Signs in Port St Joe can identify business districts and business activities but may not identify an individual business by name.
5. Size, locations and materials will be at the discretion of the City, but may not violate any State or Federal regulations.

6.5 Non-Commercial Signs

6.5.1 Subdivision Signs

1. One monument entry sign for each entrance into a platted subdivision of no more than thirty-six square feet of total sign face per sign.
2. The height of a monument sign shall not exceed eight feet.
3. All monument signs shall be installed in a landscape area of not less than twenty-five (25) square feet. If the sign is for a multi family facility, it shall include the address on which the sign is located.

6.5.2 Home Based Business Signs

1. One attached wall sign no more than six (6) square feet except that no signage is allowed for a home based business located in zoning districts VLR, R-1 and R-2A according to Article III of the Land Development Regulations.
2. Non-illuminated.

6.5.3 School & Park Signs

1. One monument entry sign for each major entry into a school or park of no more than thirty-two (32) square feet of sign face.
2. The height of a monument sign shall not exceed eight (8) feet.
3. All monument signs shall be installed in a landscape area of not less than twenty-five (25) square feet and shall include the address number of the property on which the sign is to be located.

6.5.4 Religious and Non-Profit Signs

1. All signs for Religious Facilities, Churches, and Non-Profit Facilities shall follow the same guidelines and have the same restrictions listed under section 6.4 Commercial Signs.

6.6 Sign Permitting

6.6.1 Permit Application

1. A sign permit application for permanent and certain temporary signs as may be required by this Article, or separate City Commission resolution, shall be prepared and submitted on forms available at the Code Enforcement inspector (CEI) office at City Hall, or other office designated by the City Commission. The sign permit application is in addition to any building permit application required by the Florida Building Code. The applicant shall complete and submit the sign permit application. The required application form is attached hereto as exhibit A.
2. In the event that the building inspector or the CEI determines that the sign is of sufficient complexity as a result of size, location or other components the applicant shall provide three (3) copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida, specifications documenting the applicable wind load, and electrical specifications, if applicable, meeting the minimum requirements of the applicable Electric Code.
3. A sign permit fee shall be \$25, which cost may be modified at any time by resolution of the City Commission. All sign permit applications shall be accompanied by the applicable sign permit fee.
4. While this permitting process shall not include major developments, which are addressed in the Land Development Regulations, all the regulations, restrictions, locations and penalties shall be the same. Any signs in major developments that are not approved during the major development process shall adhere to this Article.
5. An applicant shall deliver a sign permit application to the Code Enforcement office at City Hall, or such other office as may be designated by the City.
 - a. The sign permit application shall be reviewed by the CEI for a determination of whether the proposed sign meets the applicable requirements of this Article and any applicable zoning law. The review of the sign permit application shall be completed within seven (7) Business days following receipt of a completed application, and any applicable fees. A sign permit shall either be approved, approved with conditions (meaning legal conditions existing in the Code such as dimensional requirements), or disapproved, and the decision shall be reduced to writing. A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. The CEI shall seek review of the City Attorney prior to notice of disapproval. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the CEI shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within seven calendar days following submission due to unforeseen circumstances, the application shall be deemed denied and the applicant may agree to additional time for the CEI to review the application or may appeal to the PDRB. Any appeal shall be heard and a decision rendered within the time frames specified in this Article for appeals.
 - b. For the purpose of appeal to any court of law, an applicant must exhaust the administrative remedies provided by these regulations.
 - c. In the case of an approval with conditions or disapproval, including

disapproval by lapse of time as described herein, an applicant may ask for reconsideration of the decision on the grounds that the CEI has overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration accompanied by such additional fact(s) as the applicant may wish the CEI to consider, shall be filed with the CEI within ten (10) calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the CEI shall be deemed stayed and not a final decision, until the request for reconsideration is decided. The request for reconsideration shall be decided within seven (7) Business days of receipt by the City. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the CEI shall verify upon request that any applicable fee was refunded even if the City Commission or PDRB approves the application upon reconsideration.

- d. All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the seven day deadline for a decision upon an application or the seven (7) day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.
- e. As exceptions to the foregoing, the seven day deadline for approval and the seven (7) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
 1. In any case in which the application requires a variance, rezoning, comprehensive plan amendment or approval from another governmental agency. In such cases, the time shall be suspended until seven (7) days after a final decision is made.
 2. If the applicant is required to make any change to the application to obtain an unconditional approval the time shall be suspended until seven (7) days after the changes are made.
 3. Time may also be suspended based on written agreement of the applicant and the CEI.
6. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the City commission's Designee. However, the CEI shall keep the record of incomplete application or any application not accompanied by the correct fee, as required by applicable public record laws. In addition, the CEI shall within thirty (30) days of receipt of such an application send the applicant a written explanation of

the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward otherwise and the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the CEI.

7. Any person aggrieved by the decision of the City upon his or her sign permit application shall have the right to seek judicial review by the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida, or any other court of competent jurisdiction, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available provided that the applicant has exhausted the administrative remedies provided for herein. The City shall not oppose any request of the Court by the applicant for an expedited review of the City's decision.

6.6.2 Variance and/or a Special Exception Request

- ~~1. Any property owner may request a waiver from the provisions of this article by submitting an application, which specifies in detail each provision of this article to which the applicant seeks a variance. The nonrefundable fee to request a variance shall be \$150, which may be revised by the City Commission at any time, and shall be required with the variance request. The variance or special exception application shall be approved or denied in accordance with the criteria and procedures set forth in 2.13 and 2.14 of the City Code except that appeals of PDRB decisions shall be to the City Commission except that the City Commission must give final approval. In general, a variance may be granted when:~~

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- ~~a. A written application for a variance (hardship relief) is submitted to the Planning and Development Review Board demonstrating that a hardship exists based on one of the following conditions;~~
- ~~b. special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not involved and which are not applicable to other lands, structures or buildings in the same district;~~
- ~~c. Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of these regulations;~~
- ~~d. The special conditions and circumstances do not result from the actions of the applicant; or~~
- ~~e. Granting the variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures or buildings in the same district.~~

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6-6.56.6.3 Appeal Process

1. Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this Article or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party may file a written appeal with the PDRB.
2. The written appeal shall be filed with the PDRB within ten days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the administrative official's order, action, decision, determination, requirement, or failure to act.

—The PDRB shall hold a hearing within thirty business days and give a recommendation to the City Commission.

3. The PDRB City CommissionPDRB shall render a written decision within ten ~~(10)~~ 30 days following the hearing.

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4. If an administrative appeal is filed by the applicant, and the PDRB fails to meet within the proscribed time, the appeal will be deemed denied and the decision of the CEI regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

5. The PDRB City CommissionPDRB shall comply with all applicable rules of conduct and procedures that pertain to land use and zoning and that are not inconsistent with the provisions in this Article.

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6. No variance shall be given by the PDRB City CommissionPDRB or City Commission to any height, size or other dimensional criteria set forth in this Article. No variance shall be given by the PDRB with regard to the number of signs allowed on any parcel of land as set forth in this Article.

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6-7 A decision of the PDRB may be appealed to the City Commission which appeal shall be conducted in accordance with the rules and time frames set forth herein.

7. 9The appellate decisions of the PDRB City Commission pursuant to this section shall be deemed final, subject to judicial review by a Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

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6.7 Phase-out of Existing Non-Conforming Signs

1. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall be required to conform with this ordinance and any amendments thereof, within a period of five (5) years from October 31, 2008, or

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at the time of re-installation, reconstruction, change of business ownership, change in principal of business, or change of business name, whichever is first.

2. Existing signs deemed non-conforming to this ordinance on the date of its effective date shall not be expanded or relocated within the City limits; but normal maintenance is required.
3. Subject to the following conditions, all existing signs made non-conforming by the passage of this ordinance or by any subsequent amendment, may be continued in operation and maintained ~~during the period of five years of its effective date.~~ Such signs shall not be:

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- a. Replaced with another nonconforming sign.
- b. Enlarged, extended, constructed, reconstructed, moved or structurally altered except to bring the sign into conformance with all provisions of this ordinance.
- c. Re-established after damage or destruction if such damage to the sign exceeds fifty percent of its total surface area. The extent of the damage shall be determined by the City of Port St. Joe or its designated agent.
- d. It shall not be re-established after it has been removed or has been discontinued or abandoned.

6.8 Sign Maintenance Requirements

1. Sign Maintenance

All signs, together with all their supports, base, and anchors and required landscaping shall be kept in good repair and, unless constructed of galvanized or non-corroding metal, shall be given a protective coating as necessary to maintain a clean appearance and safe condition.

2. Situations Where Maintenance is required

Upon discovery of a sign in need of maintenance, the code enforcement officer shall give written notice to the owner of the sign or the owner of the property on which the sign is located if the owner of the sign itself cannot be determined. Said notice shall state the items or items requiring repair or maintenance. The owner shall have thirty (30) days in which to repair or maintain the sign before a citation is issued. If the owner has failed to make repairs or the necessary maintenance with that time, the enforcement officer shall initiate enforcement proceedings as required to cure violation of the Article. Situations constituting the need for maintenance include but are not limited to the following (other similar conditions of disrepair or lack of maintenance may be determined):

- a. Lettering or other elements of the sign have become detached or have fallen off the sign or become misaligned.

- b. Painted surfaces on the sign or sign structure have begun to peel, flake over a significant portion of the sign, or have faded or oxidized to an extent that the sign no longer displays the message as originally intended.
- c. A significant number of the bricks, stones, or other materials on the structural base of a sign have become detached or have fallen off, or have become misaligned.
- d. A sign becomes derelict, or insecure or in danger of falling or otherwise unsafe.

6.9 Legal Provisions

- 1 Due to the need for public safety signage, directional signage, and other civic responsibilities of the Government, The City of Port St. Joe is exempt from the requirements and restrictions of this Article. However, the City will make responsible efforts to comply with the general intent and purposes of this Article.

- 2 Words and Phrases

Words and phrases used in this Article shall have the meanings defined in this section. Words and phrases not defined in this section but defined in the Land Development Code shall have the meaning defined in that ordinance. Words used in the singular shall include the plural; the plural the singular, and the words used in the present tense shall include the future tense. The word "shall" is mandatory, not discretionary. The word "may" is permissive. The word "erected" includes the words "constructed", "moved", "located" or "relocated." The word "lot" includes the word "plot" or "parcel." The word "person" includes the words "individuals", "firms", "partnerships", "corporations", associations", governmental bodies," and all other legal entities. The words "used" or "occupied" include the words "intended", "arranged", or "designed to be used or occupied."

3. Implied Consent: Any person applying for, and the property owner upon which the sign will be erected, and receiving a permit for any sign hereby consents to the following:

- (1) Consents to complying with all provisions of this Article; and
- (2) Consents for City officials to enter private property to inspect all signage and to remove illegally erected and/or non-conforming signs upon reasonable advance notice by the City.

4. Viewpoint Neutral

Notwithstanding anything in this Article or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

5. Severability

- a. General

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation set forth is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect

any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation.

b. Severability where less speech results

Without diminishing or limiting in any way the declaration of severability set forth above in subsection (1), or elsewhere in this code or any adopting ordinance thereof, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

c. Severability of Provisions Pertaining to Prohibited Signs

Without diminishing or limiting in any way the declaration of severability set forth above in subsection (a), or elsewhere in this article or any other supplemental sign regulation set forth, this article or any supplemental sign regulation, or any adopting ordinance thereof, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed.

d. Severability of Prohibition on Off-Premises Signs

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article or any other supplemental sign regulation is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-premises signs as contained in this article and Code.

6. Substitution

Notwithstanding anything contained in this Article or Code to the contrary, any sign erected pursuant to provisions of this Article or Code may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this Article and Code have been satisfied.

7. Obligation of Owners

The owner and/or lessee shall agree as part of the City's approval to hold harmless and indemnify the City, its officers, agents and employees, against any and all claims of negligence resulting from such work.

8. Comprehensive Sign Program

- a. The intent of the comprehensive sign program is to provide private property owners and businesses with flexibility to develop innovative, creative, and effective signage and to improve the aesthetics of the City of Port St. Joe.
- b. The city recognizes that in some circumstances, there are innovative and creative alternatives to minimum standard signage that are desirable and attractive and will enhance community character and individual property values.
- c. The purpose of the Comprehensive Sign Program is to provide an alternative to minimum standard signage subject to flexible criteria to ensure that alternative signage will not have an adverse impact on the aesthetics, community character, or quality of life in Port St. Joe.
- d. The signs proposed as part of a Comprehensive Sign Program shall be designed as a part of the architectural theme of the principal buildings proposed or developed on the parcel(s) proposed for development and shall be constructed of materials and colors that reflect an integrated vocabulary for the parcel(s) proposed for development.

ORDINANCE NO.: 467

AN ORDINANCE OF THE CITY OF PORT ST. JOE AMENDING ORDINANCE 448 OF THE CITY OF PORT ST. JOE, FLORIDA; PROVIDING ADDITIONAL REQUIREMENTS FOR FREE STANDING COMMERCIAL SIGNS; PROVIDING FOR REMOVAL OF NON-CONFORMING SIGNS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

1. Ordinance 448, paragraph 6.4.1 is amended by the addition of subparagraphs 10, 11 and 12, which read as follows:

10. No free standing sign shall be allowed on any parcel of land located on U.S. Highway 98 between Cecil G. Costin, Sr. Boulevard and First Street unless the parcel has 120 feet or more of frontage on Highway 98.

11. In the event that more than one business is located on a parcel having 120 feet or more of Highway 98 frontage, those business may share a free standing sign so long as it meets all the requirements of ordinance 448.

12. In the event that a free standing sign is located on a parcel of land with 120 feet or more of Highway 98 frontage and because of a sale, operation of law or any other occurrence, the parcel is divided so that it no longer has 120 feet of frontage then the free standing sign must be removed within 30 days of the division of the property.

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

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

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

THIS ORDINANCE WAS ADOPTED in the regular meeting after its second reading this _____ day of _____, 2011.

THE CITY OF PORT ST. JOE

By: _____

MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

JAMES ANDERSON
CITY CLERK-AUDITOR

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

**BID TABULATION FOR BIDS RECEIVED
AT THE CITY OF PORT ST. JOE
ON AUGUST 29, 2013 AT 3:00 P.M. E.T.
AND OPENED AT 3:05 P.M. E.T.**

2013.05

32

Jim, Clay, Charlotte

Policy for Utility Billing Adjustments

Requests for utility billing adjustments must be submitted to the City Utility Department on the "Request for Utility Billing Adjustment" form. This form will require documented evidence of the leak such as one of the following: paid receipt for repairing the leak, receipt for parts purchased to repair the leak, or a picture evidencing the leak.

All water leaks on the customer side of the meter are the responsibility of the customer, with the exception of a leak caused by a city employee, or a city contractor.

Documented water leaks may be considered for adjustment by the Utility Department if total month's usage is at least twice the six month average usage. Excessive usage readings caused by a bad meter as determined by the City will be credited to the customer.

If approved, the Utility Department will determine the gallons approved for credit based on the evidence of the leak and the usage history of the customer in prior comparable periods.

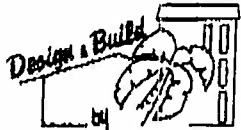
Water leaks approved for credit will be eligible for:

- 100% credit for the related sewer charge, but not less than six month usage average.
- Reduction of water charge to total gallons multiplied by lowest per 1000 gallon charge in place during month of the requested adjustment. Limited to (1) adjustment in a (12) month period for (1) billing period.

Utility charges related to a water leak determined to be due and payable may be approved by the Utility Department for payment over a reasonable amount of time, based on hardship but not to exceed twelve months.

Sewer charge adjustments may be allowed by the Utility Department for a new pool installation or a refill. Limited to (1) adjustment in a (12) month period for (1) billing period. A request must be made on the "Request for Utility Billing Adjustment Form".

Decisions of the Utility Department may be appealed by submitting additional information regarding the leak in writing to the City Manager within 10 days of notification of the decision by the Utility Department.



STALAKER
CONSTRUCTION, INC.

CBC 059683

**STALAKER
CONSTRUCTION, INC.**

P.O. Box 1973

Panama City, FL 32402

850-785-8435 Voice

850-763-3440 Fax

E-mail: stalakerconstruction@hotmail.com

LETTER OF TRANSMITTAL

DATE <u>5/11/02</u>	JOB NO. <u>19.047</u>
ATTENTION <u>Bill Kennedy</u>	
RE <u>CENTENNIAL Building REPAIRS</u>	
<u>Port St. Joe, Florida</u>	

TO PERRE-RISH, Inc
401 Reid Ave
Port St. Joe, Florida 32456

Transmitted via:

☒ Fax 227-9215 ☐ Overnight
☐ US Mail ☐ Hand Delivered
2 Number of pages including cover

WE ARE SENDING YOU

☐ SHOP DRAWINGS

☐ COPY OF LETTER

☐ COPY OF MEMO

☒ ATTACHED

☐ PROPOSAL

☐ CHANGE ORDER

☐ COPY OF TRANSMITTAL

☐ under separate cover via _____ the following items:

☐ PLANS

☐ SAMPLE

☐ CONTRACT

☐ SPECIFICATIONS

☐ OTHER _____

DATE	NO.	DESCRIPTION
<u>5/23/02</u>	<u>1 Copy</u>	<u>Copy of 20 YEAR ROOF WARRANTY</u>

THESE ARE TRANSMITTED as checked below:

☐ For Approval

☐ Review and comment

☐ For your information

☐ As required

☐ Quotation

☐ Approved in principle only

☐ Correct as noted

☐ Returned for corrections

☐ Rejected/Resubmitted

☒ For your use

☐ Sign and return one original

☐ Resubmit _____ copies for approval

☐ Submit _____ copies for distribution

☐ Provide Shop Drawings by _____

☐ Provide Specifications by _____

REMARKS: ROOF WARRANTY CERTIFICATE will be included in close out
DOCUMENTS AT COMPLETION OF PROJECT. THIS IS BEING
COPIED TO INSURE YOU OF THE 20 YEAR WARRANTY BEING IN
EFFECT

IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT ME.

COPY TO: Edgar / Steve Penigan SIGNED: [Signature]

If enclosures are not noted, kindly notify us at once

BITEC
MEMBRANE TECHNOLOGY

No. 02-2046-144

Coverage -20- Years

LIMITED "INSURED" ROOFING WARRANTY**BITEC, INC.** warrants that the roofing installation listed below was installed by:Contractor JERRY WILSON'S ROOFING Address 3116 "G" Street
City Panama City State FL Zip 32404 Phone (850) 763-8507

who is a BITEC, INC. Authorized Roofing Contractor, by a signed agreement; will be free of defects in material and workmanship that cause it to leak for the coverage specified above from the date of completed installation, subject to the following terms and conditions: During the first two years of this warranty BITEC, INC. will be responsible only for defects in material only, not withstanding anything contained herein to the contrary. The validity of this warranty is subject to the following; Owner agrees that the BITEC, INC. Authorized Roofing Contractor shall be solely responsible for any and all cost to repair or correct any and all water leaks caused by defective workmanship, or installation for a two (2) year period commencing with the date of final completion, whereas any damage caused therefrom, and that BITEC, INC. shall be held harmless against any and all claims arising from workmanship or installation during the specified period. During the remaining years of this warranty BITEC, INC. will pay the cost of the repairs to correct roof water leaks that are caused by ordinary wear and tear here. This warranty applies only to BITEC, INC. roofing installation as defined in BITEC, INC.'s membrane specification, application instructions and approved practices. In order for this warranty to be in effect at no charge, all non-mineral surfaces must be coated with an approved roof coating, uncoated installations will be assessed a \$ 3.00 /sq. warranty fee, with a \$ 500.00 minimum charge.

BITEC, INC. shall not be liable for, and this Warranty does not cover leaks resulting from any one or more of the following causes, including but not limited to:

- A.** Damage caused by windstorms, hailstorms, hurricanes, tornados, gales, lightning, earthquakes, fire, explosions, food, chemical attack, solid objects falling on the roof, traffic or storage of materials on the roof, Acts of God, wear through misuse or abuse, damage physically inflicted through accidents or man-made causes, riots, vandalism or war.
- B.** Defects in failure of or improper application, construction or design of any roof installation, roof deck, roof insulation, or any other material used as the base over which the roof is applied.
- C.** Movement or deterioration including but not limited to any expansion or contraction, of any sheet metal or other material used in conjunction with the BITEC, INC. membrane.
- D.** Any major changes in the principal usage or ownership of the building unless approved in advance, in writing by BITEC, INC.
- E.** Damage to the roof caused by settlement, distortion failure or cracking of the roof deck, walls, or foundation of a building or defects or failures of copings or any part of the building structure.
- F.** Moisture entering the roofing system through the walls, rooftop hardware or equipment, copings or any part of the building structure.
- G.** Damage to the BITEC membrane resulting from a lack of positive drainage.
- H.** Repair of metal work or flashing receptacles or other materials furnished by others and such damage as may result from the application or failure of these materials.
- I.** Roofs installed over cold storage or freezer compartments shall not be covered under this Warranty.
- J.** Chemical attacks, exposure to any ionized radiation, or contamination from any hazardous substance or waste.
- K.** Repairs performed or materials furnished by others besides those authorized by BITEC, INC. in correcting leaks in the roof.
- L.** Improper maintenance or correction of condition other than leaks.
- M.** Damage caused by birds, vermin, rodents, insects, or any other animal or pest.

(continued on back)

N. Negligence, misuse, or failure of the owner to provide reasonable repairs of the roof

BITEC, INC. shall not be liable for any damage to the building or the contents thereof, or any bodily injuries to persons. If repairs or changes are made to the roof which are not covered by this Warranty, including repairs which become necessary as a result of the owner's alteration, installation, extension or addition to the roof, without prior written approval of BITEC, INC. as to the specifications and procedures for such repairs, this Warranty shall become null and void. The obligations of BITEC, INC. under this Warranty shall be limited to the amount of the original cost of labor and material for installation of the defective membrane, not withstanding anything to the contrary.

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUM-

STANCES SHALL BITEC, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RESPONSIBILITY OF BITEC, INC. SHALL NOT EXTEND BEYOND THE TERMS OR PERIOD OF THIS WARRANTY. THE OWNER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY AND BITEC'S SOLE OBLIGATION FOR ANY FAILURE OF THE ROOFING INSTALLATION OR MATERIAL SHALL BE AS PROVIDED IN THIS WARRANTY.

All claims under this Warranty must be directed to:

BITEC, INC.
P.O. Box 497
Morrilton, AR 72110

and must be received within 72 hours of the original occurrence and must be confirmed in writing and received by BITEC, INC. within ten (10) days of the occurrence.

This Warranty shall only become operative from the date of installation, and upon payment in full for all materials, accessories and services supplied.

Owner's Name CITY OF PORT ST. JOE (CENTENNIAL BLDG.)
Address of Building 2201 Centennial Drive
City Port St. Joe State FL Zip 32456 Phone ()
Specification Number APM-4T.2 Completion Date 5-23-02 Product Used APM-4T
No. of Rolls 120 Material Purchased From GULFSIDE SUPPLY
Principal Building Usage COMMUNITY CTR.

Signature *Paul F. Shug* for BITEC, Inc.

MAINTENANCE RECOMMENDATIONS

BITEC, INC. is proud to have provided your building with the finest advanced technology waterproofing membranes available, and offers the following industry accepted guidelines to protect your investment. BITEC, INC. recommends as the building owner you implement the following:

- (1) Provide a roof inspection every six (6) months to remove any debris and insure proper drainage by cleaning the scuppers and roof drains.
- (2) If your roof system was surfaced with a reflective coating, a periodic recoating will protect the membrane and reduce energy cost.

(3) Restrict roof traffic to a minimum, and inform necessary trades requiring access to the roof deck to be very careful to protect the roof membrane from falling objects, or solvent spills.

(4) Do not allow materials to be stored or transported over the completed roof deck areas.

(5) As a reminder, all additions of equipment, deck penetrations or any change requiring cutting through the BITEC membrane must have prior approval of BITEC, INC. and the work must be completed by a BITEC Authorized Roofing Contractor to maintain the validity of the Warranty.

MAIL TO: P.O. Box 497 • Morrilton, Arkansas 72110 • Fax (501) 354-3019 • Phone 1-800-635-8597

MANUFACTURERS OF ADVANCED TECHNOLOGY WATERPROOFING MEMBRANES



Gulf County, Florida

Legacy Trust Program

An Employee Benefits Funding Strategy

October 2013



Overview of Pollock Financial Group, LLC



Overview of Pollock Financial Group, LLC

- Principals established since 1978
- 13 Sales Associates in 8 States
- Main areas of focus:
 1. Governmental Entities
 2. Bank & Fortune 1000 Companies
 3. Family Businesses / High Net Worth Individuals
- Placed over \$25 billion of Institutional Products

Program Consultant

Mark G. Pollock, CLU, ChFC

Principal

P. (216) 469-8307

mpollock@pollockfinancialgroup.com

William Olive

National Sales Director

P. (727) 424-3830

[bolive@pollockfinancialgroup.com](mailto:wolive@pollockfinancialgroup.com)

National Sales Associate Offices

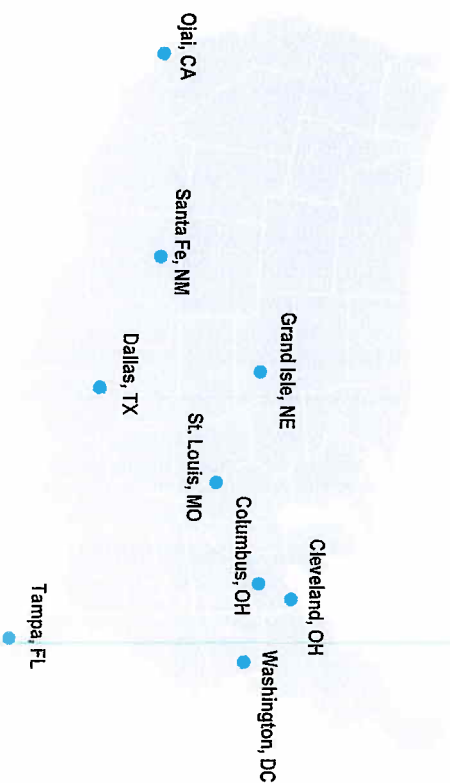


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- A** Introduction to the Legacy Trust Program
- B** The Challenge Faced by the Nation
- C** How Does the Legacy Trust Program Work?
- D** The 7 Step Implementation Process
- E** Legacy Trust Program Team Members
- F** Legacy Trust Program – Required Information

Introduction to the Legacy Trust Program

Section A

Introduction to the Legacy Trust Program



What is it?

The Legacy Trust Program is based on a strategy, that incorporates comprehensive asset management and long-term liquidity solutions which address supplemental funding to allow government and corporate entities to fund their under-funded pension and health-care liabilities as well as cover current and future employee benefits costs.

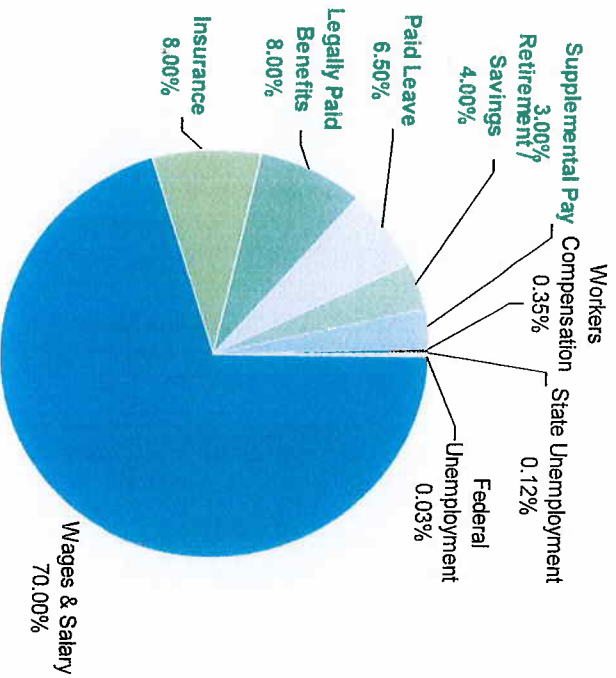
The Challenge Faced by the Nation

Section B



The Challenge Faced by the Nation

According to the Boston Center of Retirement Research, done at Boston College in June of 2010 and published in Issue Brief 1 - "Valuing Liabilities in State and Local Plans", the estimate of Unfunded Liabilities for plans as of 2009 was between \$2 and \$3 Trillion dollars.



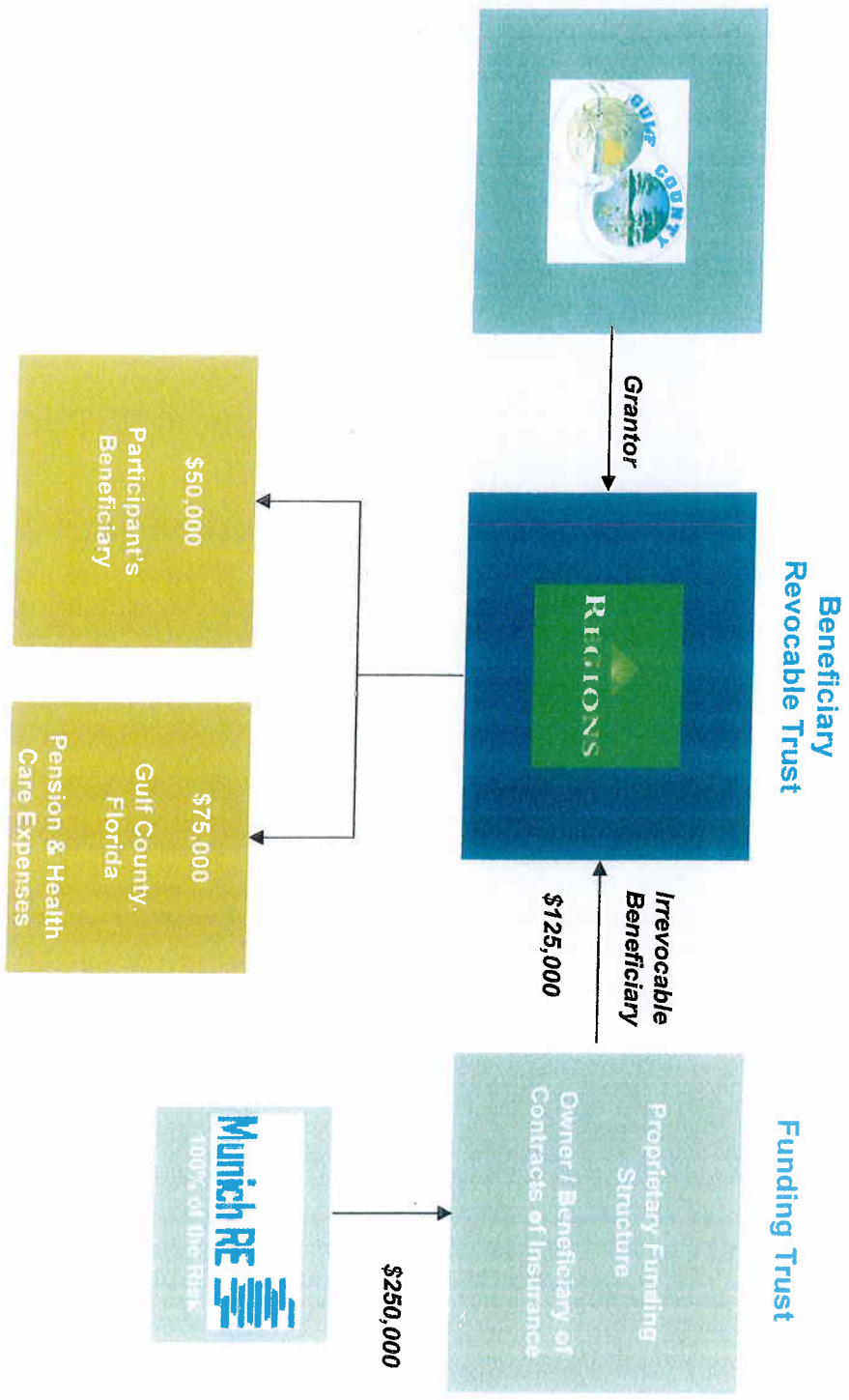
Avg. Annual Employee Cost: (\$40.00/hour)	\$80,000
Total Cost to Age 65 (Based on Male, Age 45)	\$1,600,000
Total Cost Adj. for Inflation: (3% Inflation Factor)	\$2,214,119
Benefits Portion of Costs: (Approximately 30%)	\$664,236

Source: U.S. Bureau of Labor Statistics - June 2012

How Does the Legacy Trust Program Work?

Section C

Legacy Trust Program Overview



6 Key Features of the Legacy Trust Program



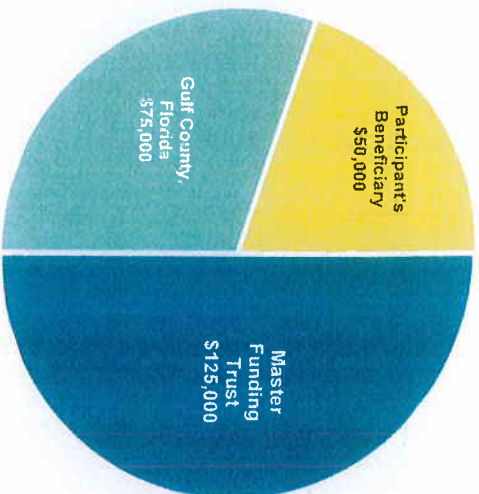
- 1). A Beneficiary Revocable Trust is formed by Gulf County, Florida and will be the sole, irrevocable beneficiary of a Master Funding Trust.
- 2) Through the Beneficiary Revocable Trust, Gulf County, Florida and its participating Employees / Retirees will receive benefits via the Master Funding Trust, which is formed offshore by a special purpose vehicle
- 3) The Legacy Trust Program requires no out-of-pocket costs on behalf of Gulf County, Florida or its Employees / Retirees.
- 4) The funding solution provided through the Master Funding Trust will arrange for and be responsible for all loans necessary to acquire the assets and the contracts of insurance. Neither Gulf County, Florida or any Employee or Retiree will be responsible for any obligations of the Master Funding Trust.
- 5) One-half of the proceeds collected by the Master Funding Trust on the contracts of insurance will be used to pay down indebtedness of the Master Funding Trust and the remaining 50% will be distributed to the Beneficiary Revocable Trust formed by Gulf County, Florida.
- 6) Gulf County, Florida's Beneficiary Revocable Trust will receive \$125,000 in payments following the death of each participating Employee / Retiree
 - \$50,000 will be delivered to the estate of each participating Employee / Retiree, and
 - \$75,000 will be delivered to Gulf County, Florida to cover its unfunded pension and healthcare liabilities and current and ongoing employee benefits costs.

Legacy Trust Program Projected Death Benefits



\$250,000 Face Amount

Based upon 1,000 Participants



Total Paid through the Beneficiary Revocable Trust to:

- Participants' Beneficiaries: \$ 50,000,000
- Gulf County, Florida: \$ 75,000,000

\$ 125,000,000

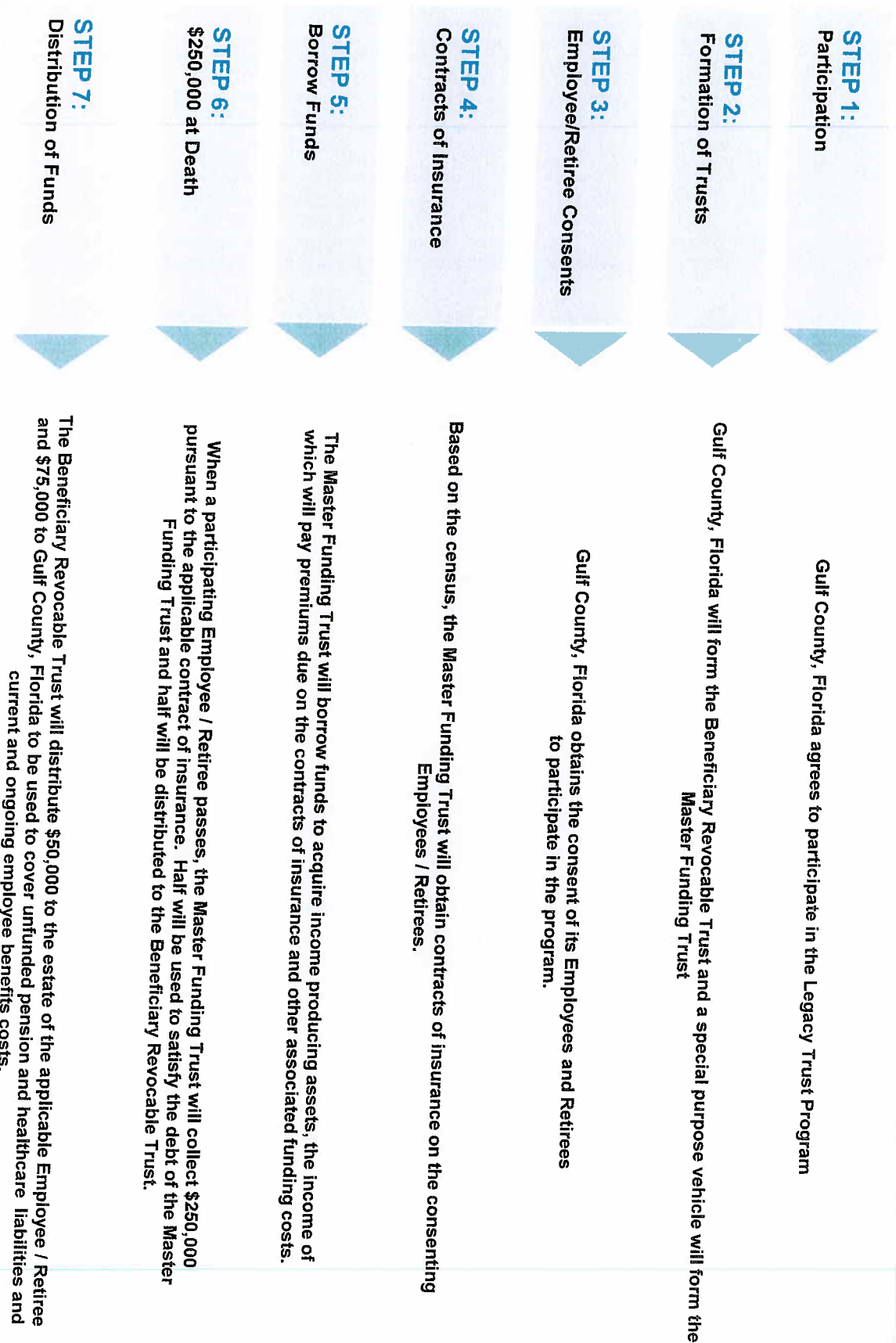
Retained by Master Funding Trust \$ 125,000,000

The 7 Step Implementation Process

Section D



The 7 Step Implementation Process

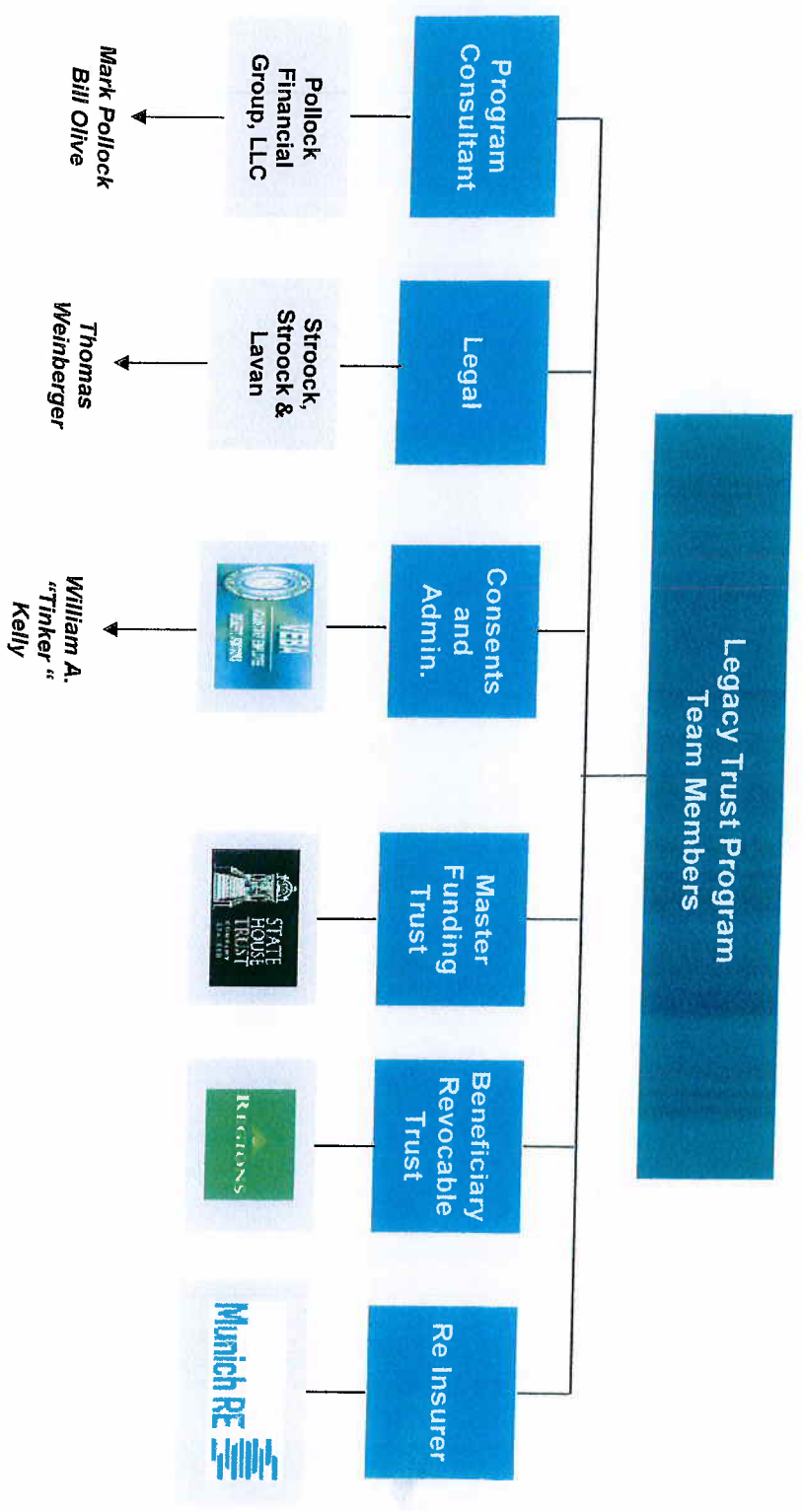


Legacy Trust Program Team Members

Section E



Legacy Trust Program Team Members





STROOCK

Stroock, Stroock and Lavan, LLP

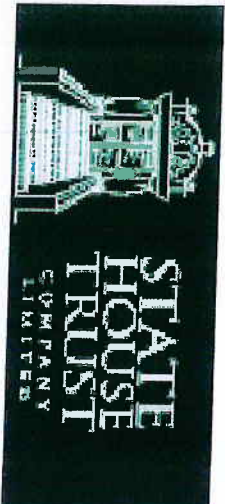
- Stroock is headquartered in New York and is an integral part of Lower Manhattan. We began 125 years ago as a two-person business at 176 Broadway. Stroock is now a law firm with more than 750 employees, approximately 600 of whom work at our main office at 180 Maiden Lane.
- The 2007 edition of *Chambers USA* names Stroock as a top tier firm and notes the firm is "acclaimed for its excellent legal skills, business judgment and ability to develop a strategy to achieve a client's goals." In 2004, 2005 and 2007, *RedActions Magazine* named Stroock as having one of the best insurance and reinsurance practices in the U.S.

- As insurers and reinsurers engage in the full range of corporate and commercial activities, Stroock's clients have access not only to our practical knowledge of the industry, but also to all the resources and specialties of our practice. Our integrated skills in Corporate, Derivatives and Commodities, Financial Restructuring, Litigation and Structured Finance provide solutions to any business involved in the industry, from traditional insurance and reinsurance companies, to commercial and investment banks, private equity groups and hedge funds and other potential investors. The result is thorough, timely and expert legal advice tailored to help our clients achieve their business goals in today's complex economic, legal and regulatory environment.

Stroock represents financial institutions, insurers, brokers and other corporate clients in mergers, acquisitions, joint ventures, company formation, public and private securities transactions, demutualizations, structured finance and credit derivative transactions involving the insurance industry. We work closely with our insurance and reinsurance company and investment banking clients to develop innovative products, often combining insurance or reinsurance risk transfer methods with capital market risk-transfer devices. Several of our attorneys and consultants are former regulatory officials, and we advise clients on financial condition, market conduct, government relations, insolvency and other dealings with regulators.



- VEBA has combined more than 50 years of insurance program design and voluntary benefit experience with research-based communications and advanced call center technology to reinvent the process of enrolling employees in voluntary benefits.
- VEBA currently services over 300,000 benefit eligible lives
- VEBA's client list includes a Fortune 100 company and the 6th largest public higher education system in the U.S.
- VEBA's Primary Roles
 - Advisor – Work closely with employer and other organizations to develop a benefit strategy that compliments benefit offering and adds value to employees and members
 - Communication – VEBA provides significant experience and expertise in the design of effective communication materials to encourage action by employees and members
 - Data Management – VEBA manages over 300,000 individual records for some of the largest employers in the U.S
 - Enrollment – VEBA was one of the pioneers of the Call Center enrollment model in 1999 and current technology has led to self-service enrollment with call sent support



- State House Trust Company Limited was incorporated in Bermuda on October 20, 1992 and is a licensed Trust Company regulated by the Bermuda Monetary Authority in accordance with the Trusts (Regulation of Trust Business) Act, 2001.
- State House provides traditional trustee services and related private client services and acts as executor and trustee of wills. The Company also acts as trustee on pension and similar trusts, and provides related management services.
- State House is an independent trust company affiliated with the law firm of Cox Hallett Wilkinson, Barristers and Attorneys, of Hamilton, Bermuda.
- Bermuda has been a leading international business center for a number of years and has a sophisticated and well educated workforce. State House is accustomed to working with clients, lawyers, accountants and professional advisers located in Bermuda and other financial centers throughout the world.
- Bermuda is a self-governing colony with an elected legislature and is the oldest British colony, having been founded in 1609. The Bermuda Government has been cognisant of the need to maintain Bermuda's place in the forefront of international business and is sensitive to the needs of that market and of investor protection without introducing onerous regulations



REGIONS

- Regions Financial Corporation is a publicly held company based in Birmingham, Alabama, with the corporate headquarters at the Regions Center. A member of the S&P 100 Index, the company provides retail and commercial banking, trust, securities brokerage, mortgage and insurance products and services
- Regions currently has \$122 billion in assets as of 2012. Regions had more than \$137 billion in assets as of 2010, making it the 22nd largest bank in the United States, and the 10th largest U.S. based bank. Its banking subsidiary, Regions Bank, operates some 1,700 branches and 2,400 ATMs across a 16-state network in the South, Midwest, and Texas
- For more than 80 years, Regions has provided trust and agency service to municipal and corporate clients. Our experience with all types of bond issues, including revenue bonds, general obligations bonds, refunding bonds and financings with fixed or variable interest rates, as well as funding programs provides our clients with a resource for trusted advice and guidance
- Regions is committed to meeting our clients' corporate trust needs by providing unparalleled service. That is what sets us apart from our competitors and is what our clients expect from us
- Corporate Trust Services. From complex financing and funding structures to straightforward general obligation debt, Regions can efficiently and effectively administer our clients' structures and programs

Biographies



Mark Pollock

Mark has been in the financial services industry for over 33 years and has been involved in starting up and consulting on many closely held businesses around the country. Mark has been active in the non-profit and charitable communities from donating his time on boards, personally volunteering, to helping to raise funds for working capital and endowments. Over his career Mark has helped place over \$5 billion dollars of Bank Owned Life Insurance (BOLI) and is currently involved with developing innovative strategies to help non-profits with their capital funding programs, wealth transfer for high net worth families and athletes, and funding plans for governmental entities. Mark enjoys his family, traveling, golf, paddle tennis, and writing and speaking at various conferences around the country on the topic of "protecting our kids."

William "Bill" Olive

Mr. Olive has been in the financial services business for more than 35 years. He has been instrumental in developing marketing strategies for several well-known companies both in and out of the financial arena. After college at the University of South Florida, Mr. Olive joined Primerica Financial Services where he developed one of the largest sales forces for Primerica Life and was responsible for placing over \$12 Billion in Life Insurance. After retiring from Primerica, Mr. Olive founded Omega Brokerage Group, an insurance marketing company working to provide innovative products for large groups.

Thomas Weinberger

Mr. Weinberger focuses his practice on insurance and risk-linked securities, life insurance finance and related capital markets transactions, including life settlements, premium financing and alternative risk transfer and securitization transactions.

Mr. Weinberger has advised several clients on the formation of domestic and offshore funds that invest in the life settlement and premium finance asset classes. He also represents several clients who have purchased portfolios of life settlements in auctions and private transactions. Mr. Weinberger is a frequent lecturer on matters relating to the mortality and longevity markets. Mr. Weinberger is also active in cross-border asset-based lending and M&A transactions. He has extensive experience in mergers and acquisitions and securities law, as well as public and private offerings, joint ventures and strategic alliances. Mr. Weinberger represents insurers, reinsurers and investment banks, as well as both buyers and sellers in major international M&A transactions. Additionally, he works with private investment partnerships on matters involving fund formation and portfolio company transactions.

William A. ("Tinker") Kelly

William A. ("Tinker") Kelly has spent the past 25 years advising, designing, communicating, and enrolling employer sponsored voluntary benefits plans. Tinker's understanding of human resource challenges, insight to effective communication platforms, and broad knowledge of employee oriented financial products combine to provide clients with a complete understanding of the options available to them. Tinker's recognized expertise in voluntary benefits has resulted in VEBA's appointment as a Fortune 100 firm's voluntary benefit advisor. This firm is one of the nation's largest employers with over 145,000 benefit eligible employees.

Legacy Trust Program – Required Information

Section F

Legacy Trust Program – Required Information



ITEM ONE

Census Data: Age 80 & Under / Actives & Retirees

ITEM TWO

Group Life Schedule

ITEM THREE

Group Life Rate per 1,000

ITEM FOUR

Death Claim Experience / 3 year history / Actives vs. Retirees

Legacy Trust Program – Census Data Template



EMPLOYEE	GENDER	DATE OF HIRE	DATE OF BIRTH	Tobacco User? Y or n	Active or Retiree	ANNUAL SALARY/COMPENSATION	JOB TITLE / DESCRIPTION
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
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19							
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24							
25							

Disclosure



Pollock Financial Group, LLC Disclosure

In presenting this material, Pollock Financial Group, LLC is acting in the capacity of a consultant in presenting comprehensive funding structures for addressing underfunded pension and healthcare liabilities. These materials are for informational purposes only and constitute neither an offer to sell nor a solicitation to purchase securities or insurance. Sophisticated capital markets and insurance products are complicated subjects requiring thorough due diligence and evaluation of the potential risks and benefits.

IRS Circular 230 Disclosure: Pollock Financial Group, LLC, and its affiliates do not provide tax and legal advice. Any discussion of tax matters in these materials is not intended or written to be used, and cannot be used or relied upon for the purpose of avoiding any tax penalties and may have been written in conjunction with the "promotion or marketing" of this transaction contemplated hereby ("Transaction"). Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This presentation is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you.

By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any potential transaction. This presentation is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you.

Prior to entering into any transactions, you should determine, without reliance upon us or our affiliates, the economic risks and merits (and independently determine if you are able to assume these risks) as well as the legal, tax and accounting characterizations and consequences of any such transaction.

Any prices or levels contained herein are preliminary and indicative only and do not represent bids or offers. These indications are provided solely for your information in consideration and are subject to change at any time without notice and are not intended as a solicitation with respect to the purchase or sale of any instrument. Information contained in this presentation may include results of analyses from quantitative models, which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact representing any product. The estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice.

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November 8, 2013

Solar Bee Aeration Review, Birmingham, Alabama:

November 7, 2013: Met with David Cawley (Solar Bee/Eshelman Company) and Patty Barron, P.E. (principal engineer for the Birmingham Water Works Board).

Buddy Cumbie and I (Kevin Pettis) observed Solar Bee's in operation on Lake Purdy. This is a very large and deep lake (40' deep). They have 14 Solar Bee's in operation for almost 4+ years now and added 7 more 2 years ago. The first 14 were purchased through a "Green Grant" and were under performance scrutiny. The consensus was they performed as expected. The battery life seems to be greater than expected (expect 2 years and have not replaced one yet). The maintenance has been minimal (clean glass panels). Recommendation by the Birmingham facility is install the units if everything is a good match for our facility.

The Birmingham Water Works next phase was to purchase an additional 7 units to super-saturate the drinking water feed to enhance the chemical reaction thus reducing chemical dosing. This worked as well, so they purchased solar power mixers for the storage tanks to reduce the THMs (trihalomethanes). The first series of data supports THM reduction; long term reduction trends are not available yet.

Based on my research which now includes visual demonstration, verbal approval from other facilities and written customer feedback responses, I recommend we install this technology in our WWTP and analyze our results with an eye on what this may do for our SWTP.

Kevin Pettis

Environmental Specialist

Code Enforcement 2013 Activity
As of 11/13/13

	Open	Closed	Total	Increase Since 10/30/2013
Unlawful Accumulation	21	146	167	9
Substandard Structure	6	17	23	1
Abandoned Vechicle	3	7	10	2
Unlawful Sewer				
Land regulation Violation	1	11	12	
Business Lic. Violation	0	2	2	
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	4	216	220	7
Sign Violation	5	96	101	

Total	40	Total	499	Total	539	Total	19
				2013 Year			
				Cases			

Port St. Joe Redevelopment Agency
Board of Directors
Gulf County Chamber of Commerce Conference Room
406 Marina Drive

MEETING MINUTES

September 19, 2013

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

ATTENDANCE

Willie Ramsey	Chairman	(WR)	Present
Boyd Pickett	Vice Chair	(BP)	Present
Aaron Farnsley	Treasurer	(AF)	Absent
Linda Gant	Director	(LG)	Present
Clarence Monette	Director	(CM)	Present
Marie Todd	Director	(MT)	Present
Bo Spring	Director	(BS)	Present
Michael McKenzie	Director	(MM)	Absent
Patti Blaylock	Provisional Director	(PB)	Present
Brian Hill	Provisional Director	(BH)	Present
Gail Alsobrook	Executive Director	(GA)	Present

Voting Key – (motion by / second by, votes for – votes against)

I. Call to Order - The meeting was called to order by the Vice Chair at 10:01 AM, and the meeting was passed to the Chair at 10:03 AM.

II. Citizens to Be Heard
None

III. Consent Agenda - The minutes of the August 15 regular meeting were approved (BS/LG, 6-0) without correction.

IV. Agency Operations

A. The financial report was presented/approved without modification (CM/BP, 6-0).

B. Budget

1. The draft budget will be provided for consideration after receiving the final millage rates from the City and County.

C. Executive Director Employment Agreement

1. The FY14 executive director's employment agreement was passed and executed (BS/BP, 6-0).

V. Governance

- A. The Chair welcomed new board members, Patti Blaylock and Brian Hill, who will take their seats officially at the October 17 meeting. Retiring Director, Marie Todd, was thanked by all for her service.
- B. The Directors will consider a new slate of Provisional Directors to provide to the City for approval. The following names are under consideration at this time:
Clay Smallwood, David Goodson, Darius Chambers, Leisa Pickett, Ron Reid, Kay or Mark Haddock, Natalie Shoaf, Sabrina Burke, and Jack Husband. Additional names may be added to the list over the next few months.

VI. Grant Program Status Report

A. Grant Report – Existing Grants

1. FDEP - BayPark Master Plan: Closed.
2. BP Downtown Brochure and Banner Program: Closed.
3. USDA/RBEG - MLK Sidewalk Grant: The project is moving forward under the project management of Clay Smallwood, PRI, and is being coordinated with the CDBG grant scope of work.
4. FDOT – Phase IV Landscaping: Although the City awarded the project to the apparent low bidder, Leake Landscape, the bidder omitted scope and substituted scope. The next low bidder, Coastal Design and Landscape intends to file a protest. The PSJRA has provided the City with a memo, outlining the process with Leake Landscape.
5. USDA RBEG - Deck at BJR Memorial Parking Lot: The wood sealer has been purchased. GA is working with City Building Inspector Bo Creel to determine options for signage/kiosk on the deck to promote local business. Bo Spring/Big Fish Construction has offered to construct at no cost an additional access ramp to the deck from US 98. GA will present the offer to the city for approval.
6. Gulf Coast Tourism Promotion - Lighthouse Relocation Documentary: The team made a public records request of the PSJRA to provide all information relevant to the lighthouse move.
7. Langston Drive – The award status of the Safe Route to School grant will be available in October, and GA will followup with the FDOT grant administrator. If this grant is approved, GA will resume discussion with the Jessie Ball DuPont Foundation to fund the lights.
8. Washington Complex Playground System: GA met with the FRDAP committee to solicit approval to submit a second grant to FRDAP for playground equipment, which was accomplished. The City subsequently approved the action. The PSJRA published a scheduled a workshop for Tuesday, September 24, at 6 PM at the WIG.
9. Low Docks at Jetty Park and Kiosks at BJR Deck: GA met with USDA to discuss the potential of RBEG funds for the projects. Both projects appear to qualify, and

Mary Gavin of USDA will review one-page summaries of the projects for further comment. RBEG is not due until April 2014.

B. Façade Grant Program

1. The Laundry Basket/No Name Cafe requested an extension to submit documents required for reimbursement. The board (BP/MT, 6-0) granted an extension to October 17, 2013.

VII. Project Status Report

A. BayPark Master Plan

1. WR and CM will be present and prepared to speak publicly when the BayPark Master Plan is formally presented to the city for conceptual approval.
2. The board and GA will meet with commissioners individually to present the plan and executive summary.
3. GA will move the final paragraph to the front of the executive summary document and emphasize the conceptual nature of the plan as possible.

B. Downtown Maintenance Annual Contract

1. GCPS was the low bidder and was awarded the annual contract for landscape maintenance at Reid, Williams, and BJR Parking lot for FY 2014 for \$6,330 (BS/BP, 6-0).

VIII. New Business

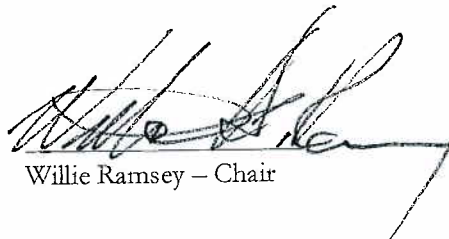
A. City of Port St. Joe Affordable Housing

1. The City's affordable housing consultant has invited GA to join a committee to master plan the housing/industrial park connection. GA will gather additional information, including the legal description of the proposed site to compare with the RA boundaries and report back at the next meeting.


B. The next meeting will be held on Thursday, October 17, at 10 AM at 406 Marina Drive.

IX. Meeting Adjournment - The meeting was adjourned at 11:08 (BS/BP, 6-0).

Approved:



Willie Ramsey – Chair



Boyd Pickett – Vice Chair