

**October 18, 2016**

**Regular Public Meeting**

**6:00 P.M.**

**2775 Garrison Avenue**

**Port St. Joe, Florida**



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner

William Thursbay, Commissioner, Group I

David Ashbrook, Commissioner, Group II

Brett Lowry, Commissioner, Group III

Rex Buzzett, Commissioner, Group IV

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

# BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 P.M.

2775 Garrison Avenue

Tuesday October 18, 2016

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## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 10/4/16

Pages 1-4

### PSJRA

- Update

### City Attorney

- Shipyard Cove LLC Hearing- Update
- Resolution 2016-09 Non-Departmental Funding
- Lagoon Study- Update

Pages 5-6

## Old Business

- Commerce Park Lot Listing Agreement
- Patton Park Lots- Update
- WIG Bldg. Lease Agreement
- Tom "Dooder" Parker Park Dedication- 11/4 10:00 A.M.

Pages 7-10

Pages 11-13

## New Business

- Fee Waiver Request
  - North Florida Child Development
  - Chester Davis/ NPSJ-PAC

Pages 14-18

Pages 19-20

### Public Works

- Inmate Van- Request to Purchase on State Contract

### Surface Water Plant

- Update

### Waste Water Plant

- Update

### City Engineer

- Golf Cart Crossing- Update
- Projects Update
  - Garrison Ave. Paving
  - 6<sup>th</sup> & 7<sup>th</sup> Street Drainage
  - Frank Pate Park Boat Ramp Improvements
  - Long Avenue

**Code Enforcement**

- 303 Ave. C
- Update

**Page 21**

**Police Department**

- Update

**City Clerk**

- Planning Board Membership

**Page 22**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, October 4, 2016, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Buzzett, Lowry, 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 Thursbay, second by Commissioner Ashbrook, to approve the Minutes of the Regular Meeting on September 20, 2016, and the Special Meeting of September 21, 2016. All in favor; Motion carried 5-0.

**Port St. Joe Redevelopment Association (PSJRA) - Bill Kennedy** noted the new budget year has started, he anticipates being able to make more improvements to Core Park and the deck in the Billy Joe Rish parking lot. There will also be more Facade Grant Funds available in the coming year and shared that several businesses have already applied for funding. The Third Street Gateway will be a major focus this year, the Landscape Maintenance Agreement has been improved and a lot of time was spent at the Scallop Festival this past weekend observing how improvements can be made to the park for festivals. The next PSJRA meeting will be held Tuesday, October 11, 2016, at 5:15 P.M. in the Ward Ridge Building.

**CITY ATTORNEY – Tom Gibson**

*Shipyard Cove LLC Hearing* – Mr. Gibson will be meeting with Mel Magidson, Jr., this week to review the material for the hearing.

*Resolution 2016-08 Recreation Fees* – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to adopt Resolution 2016-08. All in favor; Motion carried 5-0.

*Resolution 2016-09 Non-Departmental Funding Update:* This will be on the October 18, 2016 Agenda.

**Sale of City Property:**

*Ward Ridge Building* – A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to withdraw the sale of the Ward Ridge Building and notify the interested party that it is not for sale. Motion passed 4-1 with Mayor Patterson, Commissioners Ashbrook, Lowry, and Thursbay voting in favor of the Motion and Commissioner Buzzett voting nay.

*Commerce Park Lot* – A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to turn the property over to a Realtor for sale at the appraised value. Should Mr. Williams' offer be the only one, the Realtor will not be paid a fee. The Motion passed 3-2 with Mayor Patterson, Commissioners Ashbrook, and Buzzett voting in favor of the Motion and Commissioners Lowry, and Thursbay voting nay.

Mr. Gibson reminded the Commissioners that their required annual Ethics CEUs are due by December 31, 2016.

## **CITY MANAGER'S REPORT – Jim Anderson**

### **Old Business**

*Propane Gas Vehicles* – Mayor Patterson shared that St. Joe Gas Company is still researching the information that has been provided for them.

*Lagoon Study* – Mr. Gibson shared that no information has been received since his email to William Harrison on July 28, 2016. He will talk with County officials tomorrow concerning this. A decision will need to be made before November 9, 2016, to prevent the project being removed from the fundable priority list with the State Revolving Fund.

Commissioner Thursbay requested that a copy of the July 28, 2016, email to Mr. Harrison be provided for each Commissioner.

Commissioner Buzzett reminded the Commissioner that he was in favor of jobs for Port St. Joe but is not willing to jeopardize the City's future for private enterprise.

The anticipated cost of the study is \$175,000 with \$108,000 being a loan and \$66,000 grant funds. Several entities have discussed sharing the cost with the City's portion being around \$10,000.

*Patton Park Lots Update* – The closing for Lot 5 was held last Friday and Lot 4 will be closing next week. After next week's closing, all lots will have sold and all bills paid that were associated with the property.

*WIG Building Lease Agreement* - Kim Bodine, Career Source, has been out this week and this will be on the Agenda for October 18, 2016.

### **New Business**

*Park Maintenance* – Commissioner Lowry: A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, for the area around the Frank Pate Park Boat Ramp to be cleared of underbrush. All in favor; Motion carried 5-0.

*RESTORE Act – Pot (3) Funding*: There will be a meeting Thursday to discuss where the funds will be spent. Sewer for Beacon Hill and Cape San Blas have been discussed and are a priority for the City.

*FRDAP Committee Membership* – Commissioner Thursbay: A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to add Blake Denton to the FRDAP Committee. All in favor; Motion carried 5-0.

### **Public Works – John Grantland**

*Reid Avenue Repairs* – A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, for Mr. Grantland to proceed with repairs on Reid Avenue. All in favor; Motion carried 5-0. The anticipated cost is under the bid threshold.

### **Surface Water Plant – Larry McClamma**

*Filter Modules – Request to Bid*: A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to go out for bid on the Filter Modules. This is a budgeted item. All in favor; Motion carried 5-0.

Mr. McClamma shared that Justin Pierce passed the Florida Class C Water License Exam.

**Wastewater Plant – Kevin Pettis** did not have anything to report.

**City Engineer - Clay Smallwood, III,**

*Golf Cart Crossing Update* – No updates, still waiting on official signature for approval letter.

**Project Updates:**

*Garrison Avenue Paving – Request to Award Contractor Bid:* A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to award the contact to C.W. Roberts Contracting, Inc., in the amount of \$189,450.40. All in favor; Motion carried 5-0. This project will be from the Post Office to Sixteenth Street on Garrison Avenue.

Mr. Smallwood noted that the project area is videoed prior to beginning the project for reference when repairs are completed.

The CEI Contract for the project was rejected by FDOT as they require that three bids be submitted. Only one was received and the project is being re-advertised.

*6<sup>th</sup> and 7<sup>th</sup> Streets Drainage* – Still under review by Staff.

*Frank Pate Park Boat Ramp Improvements* – A markup of the project was provided by Mr. Smallwood.

Dr. Dusty May shared his thoughts and concerns about the project and he was asked to meet with Mr. Smallwood to further discuss his suggestions.

**Code Enforcement –**

*303 Avenue C* – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to get quotes for the cleanup of the property. All in favor; Motion carried 5-0. A private contractor is to be hired as inmates cannot go on private property.

The property is to have a Lien placed against it for the cleanup cost and daily fines. The tipping fees will be added to the water bill.

**Police Department – Ricky Tolbert** did not have anything to report from the Police Department.

**City Clerk – Charlotte Pierce**

*Planning Board Membership* – Mayor Patterson requested that an Attendance Report be provided for review and this will be on the Agenda for October 18, 2016.

**Citizens to be Heard**

Chester Davis, Chairman of the North Port St. Joe Project Area Committee, asked the Commissioners to attend their meeting on Thursday. Mr. Gibson advised that notice will need to be posted stating the Commissioners will be attending and he will work with Mr. Davis on the Workshop Notice. Commissioner Lowry stated he will be out of town on work related issues and will not be able to attend.

Mr. Davis reminded the Commissioners of the Community Healing Event on October 29, 2016, and encouraged them to attend.

Commissioner Buzzett shared that research had been done on the PSJRA Membership and it is limited to seven members. Two members were appointed earlier this year and the Board is at the maximum number. When an opening occurs, notification will be given of the vacancy.

**Discussion Items by Commissioners**

*Commissioner Buzzett* did not have anything to share.

*Commissioner Lowry* encouraged keeping an eye on the Hurricane and hopes that it keeps tracking to the East.

*Commissioner Ashbrook* shared his concerns about boat ramps fees and would like to have a Workshop after the project has been completed.

*Commissioner Thursbay* asked that the naming of the Sixteenth Street Park for Tom E. Parker, Jr., be reactivated.

*Mayor Patterson* noted that the area for the Affordable Housing Project is being cleaned up and construction should begin shortly.

The Mayor is concerned about the continued disregard for no U Turns on Reid Avenue and requested that the Police Department begin writing tickets when U Turns are made. He asked that Officer Tolbert relay this request to the Police Department.

Mayor Patterson shared that he felt the spending of Boat Ramp Fees had not been done correctly on two occasions, apologized for his vote, and would like the opportunity to right the wrong.

A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to adjourn the Meeting at 7:40 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



RESOLUTION 2016-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING THE INCLUSION ON CITY UTILITY BILLS OF A VOLUNTARY CHARGE TO BE PAID IN ADDITION TO MONTHLY UTILITY CHARGES; AUTHORIZING CITY STAFF TO DETERMINE APPROPRIATE FORMS AND PROCESSES FOR COLLECTING SAID VOLUNTARY CONTRIBUTIONS, PROVIDING FOR THE USE AND DISTRIBUTION OF SAID VOLUNTARY CHARGES; IDENTIFYING CERTAIN NON-DEPARTMENTAL APPROPRIATIONS FOR WHICH SAID VOLUNTARY CHARGE MAY BE USED; PROVIDING FOR AN AMOUNT WHICH MAY BE CHARGED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida provides certain utility services within the City and certain areas of Gulf County, including water, sewer and garbage pickup; and

WHEREAS, utility customers are billed on a monthly basis by the City; and

WHEREAS, the City Commission has determined that it would be beneficial to the citizens of the City to have the opportunity to voluntarily contribute to certain City expenditures for the benefit of certain non-departmental organizations that the City partially fund, that provide services which might otherwise have to be provided by the City; and

WHEREAS, the monthly utility bills provide the best and most convenient vehicle for allowing such voluntary contributions,

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

1. Beginning with the first utility billing cycle which occurs more than 45 days from the date of this resolution, all City utility customers within and without the City shall have the opportunity to make a voluntary contribution for purposes described herein by indicating their willingness to make a contribution on the utility bill and including the amount of the contribution with the payment of the utility bill.

2. City staff is authorized to develop forms and procedures for collecting voluntary contributions. Such procedures shall include guidelines for segregating funds received through voluntary contributions from other City funds so that voluntary contributions may be used only for the purposes described herein.

3. The City appropriates City funds for certain non-departmental organizations that provide services to the citizens of the City and its utility service area that the City might



otherwise be required to provide. Funds received through voluntary contributions pursuant to this Resolution may be used only to fund or partially fund City appropriations to these organizations.

4. The amount of the voluntary contribution shall be determined by the utility customer.

5. All or any portion of the voluntary contributions collected hereunder may be used to fund the following:

Life Management Center of Northwest Florida (for City operations only)  
Gulf County Humane Society  
Gulf County Senior Citizens Association  
Gulf County Association for Retarded Citizens  
Gulf County Chamber of Commerce  
Corinne Costin Gibson Memorial Public Library  
Citywide Fourth of July Celebration

The City Commission shall determine the amount of the appropriation, if any, to these organizations and there is no requirement that the appropriations be made on a pro-rata basis. No portion of the voluntary contributions collected hereunder shall be used for any other purpose.

6. This Resolution shall be effective as of the date of its adoption.

THIS RESOLUTION ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016, on a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays, by the Board of City Commissioners, City of Port St. Joe, Florida.

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

By: \_\_\_\_\_  
James "Bo" Patterson  
Mayor-Commissioner

ATTEST:

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

## Exclusive Right of Sale Listing Agreement



This Exclusive Right of Sale Listing Agreement ("Agreement") is between

City of Port St. Joe

("Seller")

and Burke & Co. Real Estate Group LLC

("Broker").

**1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning October 12, 2016 and terminating at 11:59 p.m. on April 12, 2017 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

**2. Description of Property:**

(a) **Street Address:** Lot 2 Commerce Park Industrial Park, Port St. Joe, Florida 32456 (Parcel #04583-110R)

Legal Description: S 36 T 7 R 11 3.635 AC M/L BEING LOT 2, COMMERCE PARK INDUSTRIAL PARK

...TO WILLIAMS MAP 49D\*

☐ See Attachment

(b) **Personal Property, including appliances:** n/a

☐ See Attachment

(c) **Occupancy:**

Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires

**3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

(a) **Price:** \$65,000.00

(b) **Financing Terms:** ☒ Cash ☒ Conventional ☐ VA ☐ FHA ☐ Other (specify)

☐ Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ with the following terms:

☐ Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ plus an assumption fee of \$. The mortgage is for a term of years beginning in , at an interest rate of % ☐ fixed ☐ variable (describe)

Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notices to Seller:** (1) You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.

(c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed % of the purchase price and any other expenses Seller agrees to pay in connection with a transaction.

**4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property.

**5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker otherwise in writing.

Seller ( ) ( ) and Broker/Sales Associate ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 4.

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6. **Broker Authority:** **Seller** authorizes **Broker** to:

- (a) Advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless limited in (6)(a)(i) or (6)(a)(ii) below.

(**Seller opt-out**) (**Check one if applicable**)

- (i) ☐ Display the Property on the Internet except the street address.  
(ii) ☐ **Seller** does not authorize **Broker** to display the Property on the Internet.

**Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.

\_\_\_\_\_/\_\_\_\_\_  
**Initials of Seller**

- (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller** signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.  
(c) Obtain information relating to the present mortgage(s) on the Property.  
(d) Provide objective comparative market analysis information to potential buyers.  
(e) (**Check if applicable**) ☐ Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs.  
☐ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.  
(f) Act as a transaction broker.  
(g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.  
☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.  
☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. **Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.  
(b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.  
(c) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.  
(d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.  
(e) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).  
(f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

\_\_\_\_\_  
**Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

8. **Compensation:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

- (a) \_\_\_\_\_% of the total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.  
(b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this subparagraph.

Seller (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Sales Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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- (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
- (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within \_\_\_\_0\_\_\_\_ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
- (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive \_\_\_\_0\_\_\_\_% of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the Paragraph 8(a) fee.
9. **Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if compensated by **Seller** or **Broker**, may represent the interests of the buyer. **Broker's** office policy is to cooperate with all other brokers except when not in **Seller's** best interest and to offer compensation in the amount of ☒ \_\_\_\_2\_\_\_\_% of the purchase price or \$\_\_\_\_\_ to a single agent for the buyer; ☒ \_\_\_\_2\_\_\_\_% of the purchase price or \$\_\_\_\_\_ to a transaction broker for the buyer; and ☐ \_\_\_\_% of the purchase price or \$\_\_\_\_\_ to a broker who has no brokerage relationship with the buyer. ☐ None of the above. (If this is checked, the Property cannot be placed in the MLS.)
10. **Brokerage Relationship:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Seller** unless waived in writing.
11. **Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property, and pay a cancellation fee of \$0.00 \_\_\_\_\_ plus applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.
12. **Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Seller** (\_\_\_\_) (\_\_\_\_), Sales Associate (\_\_\_\_), and **Broker** (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
13. **Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives, administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.

Seller (\_\_\_\_) (\_\_\_\_) and Broker/Sales Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4.

ERS-161b Rev 3/14

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157\* **14. Additional Terms:** \*Compensation: In the event the Listing Broker is the Selling Broker, Total Commission  
158 shall be 1.5% of Purchase Price. In the event of Outside Brokerage, Fee to Listing Broker shall be \$500 on a per-  
159 lot basis, plus 2% of Purchase Price to Outside Brokerage.

160 \* Complete Legal Description:  
161 S 36 T 7 R 11 3.635 AC M/L BEING LOT 2, COMMERCE PARK INDUSTRIAL PARK ORB 269/761 FR THE ST  
162 JOE CO ORB 297/112 FR THE ST JOE CO ORB 308/931 SW FR THE ST JOE COMPANY ORB 376/470 FR  
163 THOMPSON LESS ORB 399/473 TO WILLIAMS MAP 49D

170\* **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

171\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

172\* Address: \_\_\_\_\_ 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456

173\* Email Address: \_\_\_\_\_ janderson@psj.fl.gov

174\* **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

175\* Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

176\* Address: \_\_\_\_\_

177\* Email Address: \_\_\_\_\_

178\* **Authorized Sales Associate or Broker:** \_\_\_\_\_ **Date:** \_\_\_\_\_

179\* Brokerage Firm Name: \_\_\_\_\_ Burke & Co. Real Estate Group LLC \_\_\_\_\_ Telephone: \_\_\_\_\_ 850-229-1018

180\* Address: \_\_\_\_\_ 304 3rd Street, Port St. Joe, Florida 32456

181\* Copy returned to **Seller** on \_\_\_\_\_ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

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Seller (\_\_\_\_) (\_\_\_\_) and Broker/Sales Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4.

ERS-16tb Rev 3/14

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Serial#: 014093-900147-6196328



## LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_ day of \_\_\_\_, 2016, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called *Lessee*,

### WITNESSETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 307 Peters Street and 414 Kenney Street, Port St. Joe, FL 32456.

### TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the \_\_\_\_ day of \_\_\_\_, 2016, and shall end twelve (12) months later. Upon complying with the terms, agreements and covenants hereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds and Incubator Building. The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July.
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

6. Lessor may, at any reasonable time during the term of this Lease, inspect the leased premises.

7. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.

8. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278, 305 Cecil G. Costin, Jr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W US Highway 98, Panama City FL 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

9. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.

10. Either party may cancel this agreement at any time for any reason.

11. Fixture and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.

12. No security deposit shall be required by Lessor.

13. IDEMNIFICATION: Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or an part thereof, or occasioned wholly or in part by any act of omission of Lessee its agents, contractors, employees, servants, invitees, licenses or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in triplicate,  
on the date hereinabove mentioned.

Signed, sealed and delivered  
In presence of:

LESSOR:

CITY OF PORT ST. JOE

\_\_\_\_\_  
Michael Lacour  
Printed name of witness

\_\_\_\_\_  
James "Bo" Patterson, Mayor

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

\_\_\_\_\_  
Terese H. Kent  
Printed name of witness

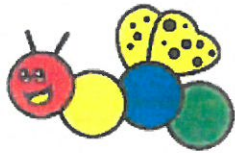
LESSEE:

\_\_\_\_\_  
Career Source Gulf Coast

\_\_\_\_\_  
\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Kim Bodine, Executive Director

\_\_\_\_\_  
Printed name of witness



**NORTH FLORIDA**  
**Child Development<sup>nc</sup>**

October 5, 2016

Jade Gaskin Hatcher  
200 North 2<sup>nd</sup> Street  
Wewahitchka, FL 32465

Re: Centennial Building Rental Waiver

Dear Port St. Joe City Commissioners,

North Florida Child Development's Home Instruction for Parents of Preschool Youngsters (HIPPY) Program is hosting its' 1<sup>st</sup> Annual Christmas on the Coast for children and families enrolled in our program. HIPPY is a parent involvement and school readiness program for low income families. The HIPPY Program offers free home-based early childhood education for three, four and five year old children working with their parent(s) as their first teacher. The parent is provided with a set of developmentally appropriate materials, curriculum and books designed to strengthen their children's cognitive skills, early literacy skills, social/emotional and physical development. Our program currently serves 87 children and 79 families in Gulf and Franklin County. Our Christmas party will be a celebration for our families that will include a full dinner, gifts for each child, and music provided by the North Port St. Joe Community Choir.

Thanks,

Jade Hatcher  
HIPPY Coordinator

**COPY**

[www.floridachildren.org](http://www.floridachildren.org)

850-639-5080 Phone • 850-639-4173 Fax

P.O. Box 38, 200 North Second Street, Wewahitchka, Florida 32465

Sharon T. Gaskin, CEO

Calhoun County • Gulf County • Liberty County • Madison County • Wakulla County



AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING  
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER:)

North Florida Child Development

ADDRESS: 200 N 2nd Street

Newahitchka

FL

32465

CITY

STATE

ZIP

TELEPHONE 532-8181

DATE(S) REQUESTED 12/22/16

TYPE OF ACTIVITY Christmas Party-Program

serves low income families w/ children  
ages 3-5.

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Centennial Building to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. The City shall:

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. The User shall:

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to any



organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
  - 1. All lights were turned off after the event
  - 2. All AC/Heating units were turned off after the event
  - 3. All trash and decorations have been removed after the event
  - 4. The premises have been secured after the event
  - 5. No damage to the property

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Jade Hatcher, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

FOR CITY OF PORT ST. JOE:

\_\_\_\_\_  
Date: Approving Authority

FOR USER:

Jade Hal  
Signature  
Coordinator  
Title  
NFCD  
Organization  
10/5/16  
Date



Post Office Box 278 \* Phone (850) 229-8261  
Port St. Joe, Florida 32457

City of Port St. Joe  
Alcohol Permit in Accordance with Ord. 464

Applicant Name: North Florida Child Development  
Address: 200 N 2nd Street, Wewahatcha  
Contact Person: Jade Hatcher  
Telephone #: (850) 532-8181  
Event Date & Location: 12/22/16 - Centennial Building  
Estimated # of participants: 300

Required documents:

1. Proof of insurance in a form and underwritten by an insurance company in the amount of at least \$1,000,000 identifying the City an additional insured.
2. State of Florida Beverage License

I Jade Hatcher, have also received and understand the requirements under Ordinance #464 as well as State and Local Laws pertaining to Alcohol.

Jade Hatcher  
Applicants Signature

10/15/16  
Date

Approval:

\_\_\_\_\_  
Approving Authority

\_\_\_\_\_  
Date

IS ALCOHOL BEING PROVIDED AT THIS EVENT ☐ YES ☒ NO

IF YES, WHO IS THE PROVIDER? \_\_\_\_\_



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 10/15

85-8012498266C-9	01/31/2016	01/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NORTH FLORIDA CHILD DEVELOPMENT INC  
200 N 2ND ST  
WEWAHITCHKA FL 32465-9711

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



AGREEMENT FOR TEMPORARY USE OF WASHINGTON RECREATION CENTER  
CITY OF PORT ST. JOE, FLORIDA

NAME OF INDIVIDUAL OR ORGANIZATION ENTERING AGREEMENT (HEREIN KNOWN AS USER:)

Chester Davis / NPSS-PAC

ADDRESS:

282 Ave D

Port St. Joe

CITY

FL

STATE

32456

ZIP

TELEPHONE

850 866 4571

DATE(S) REQUESTED

Oct. 29, 2016

TYPE OF ACTIVITY

Community Healing event Bring Community together

RENTAL FEE AMOUNT: \_\_\_\_\_

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Washington Recreation Center to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

**1. The City shall:**

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

**2. The User shall:**

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Not bring on the premises, keep, possess, or use any alcoholic beverages or gambling devices of any kind.
- E. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee payable to



any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

- F. City may inspect the facility before and after the dates of the activities described herein using the forms attached hereto as Exhibit "B". User shall be responsible for any and all damage identified pursuant to said inspections.

**3. Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

**4. The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. A separate permit is required for possession, consumption and sale of alcoholic beverages on City owned property in accordance with Ordinance 464.

**5. Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
  1. All lights were turned off after the event
  2. All AC/Heating units were turned off after the event
  3. All trash and decorations have been removed after the event
  4. The premises have been secured after the event
  5. No damage to the property

**6. Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

FOR CITY OF PORT ST. JOE:

\_\_\_\_\_  
Approving Authority

Date: \_\_\_\_\_

FOR USER:

Chester Davis

Signature

President NPSJ-PAC

Title

NPSJ - PAC

Organization

**Code Enforcement 2016 Actvity  
As of 10/12/2016**

			Open			Closed			Total			Increase
Unlawful												
Accumulation			44			225			269			5
Substandard												
Structure			10			2			12			
Abandoned												
Vechicle			4			11			15			
Unlawful												
Sewer			1			2			3			
Land regulation												
Violation			0			21			21			
Business Lic.												
Violation			0			1			1			
Special Master												
Hearings						1			1			
Building												
Demolition			3						3			
Waste												
Violation			24			250			274			16
Sign												
Violation			0			234			234			
	Total	86	Total	747	Total	833	Total	21				

City of Port St. Joe  
PDRB Membership  
Current 1/20/15

Board Member	Term Ends
Rish, Jay	11/4/17
Burge, Travis	11/4/16
Campbell, Seth	11/4/16
Earley, Phil	11/4/16
Keels, Hal	11/4/16
Leslie, Rawlis	11/4/17
Likely, Minnie	11/4/17
Martin, Alice	11/4/16
McElroy, Christy	11/4/16
Creel, Bo	

3 yr Terms