October 17, 2023 Regular Meeting 12:00 Noon

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



City of Port St. Joe

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

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

BOARD OF CITY COMMISSION

Regular Public Meeting 12:00 Noon October 17, 2023

Call to Order

Consent	Ag	end	a
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Minutes

Regular Meeting 10/3/23	Pages 1-6
• Special Meeting 9/08/23	Pages 7-8
Planning Board Recommendations	
Ordinance 606 Land Development Regulations PUD Amendment	Pages 9-13
 First Reading 	
 Ordinance 607 Marina Cottages PUD 	Pages 14-24
St Joe Marina Cottages LLC, Parcel #04594-030R	
 First Reading 	
 Development Order & Special Exception Request 	Pages 25-42
o Amos Pittman, 170 MLK Blvd., Parcel #05701-000R	
City	
Engineer	
Beacon Hill Sewer	
Downtown Water Line Replacement Phase I	
Madison Street SCOP Grant	
Allen Memoral SCOP Grant	
WW Sprayfield Zone 3 Expansion	
 HMGP Grant-Elevation of (12) Lift Stations 	
City Complex Survey & TOPO	
H& H Study Task Order- NOAA Grant	Pages 43-47
City	
Attorney	
Ordinance 608 User Fees	Pages 48-50
 First Reading & Request to Advertise 	-
ESAD Sewer MOU- Update	Pages 51-54

Old Projects	
Old Business • City Projects	Pages 55-50
New Business	
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ACOE Grant Application	Pages 58-67
Port Authority Membership- Mayor Buzzett	-
Public Works	
Sewer Repair Quote for Hwy 71	Pages 68-71
20 th Street Stormwater Pipe Inspection Quote	Pages 72-73
• Request to Purchase (2) Chevrolet Utility Body Trucks	Pages 74-75
Surface Water Plant	
• Update	
Wastewater Plant	
• Update	
Finance Director	
• FEMA- Update	
Grants Reimbursement- Update	
Code Enforcement	
Voluntary Demo Request	
o 309 Ave. A, Parcel #06002-000R-Latakka Barnes, Brittany Bar & Shanna Owens	rnes, Whitnay Barnes
o 317 Ave. B, Parcel #05981-000R-Barbara & Linnette Bailey	
Police Department	
Christmas Parade Route	Pages 76-77
City Clerk	
a Cuento	D 70 70

• Grants Pages 78-79

• Ghost on the Coast

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 3, 2023, at Noon.

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of September 19, 2023, and the Special Meeting of September 22, 2023. All in favor; Motion carried 5-0.

Attorney McCahill read Form 8 Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry on September 22, 2023, when he abstained from voting on Ordinance 603 Small Scale Map Amendment and Rezoning Request for Parcels # 04855-001, 04855-004R, and 04855-050R Rish Cottages.

Planning Board Recommendation

Public Hearing

Christy McElroy shared her concerns about the property and work being done there.

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

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to have the Second Reading and Adoption of Ordinance 603. Commissioner Lowry announced that he would be abstaining on this item as he has a personal interest in this development. All in favor; Motion carried 4-0 with Commissioner Lowry abstaining. This Ordinance will change the zoning from C1A to Residential R2B. Form 8B Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry, is attached. (Exhibit A).

Attorney McCahill read Ordinance 603 by Title only.

City Engineer – Josh Baxley

Beacon Hill Sewer

The contractor, BTC, pulled off the job due to a lack of materials. They are in hopes of resuming the work shortly. The lift station Punch list has been reviewed with Mr. Grantland. It appears the pipe stand is the only missing item. Mr. Grantland shared that the start up of the system went well.

Downtown Water Line Replacement Phase I

This project is scheduled to start on October 16, 2023.

Madison Street Scop Grant

The Notice of Award and Agreement have been provided to the City.

Allen Memorial SCOP Gant

This item is being addressed under New Business.

Wastewater Sprayfield Task Order

Zone 3 information has been provided to Dewberry.

HMGP Task Order

This has been given back to Dewberry.

City Complex Task Order

Survey work is being completed.

City Attorney

Resolution 2023-11, SCOP Grant: Allen Memorial Way Resurfacing

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to adopt Resolution 2023-11 Allen Memorial Way SCOP Grant approval.

Old Business

City Projects

Mr. Anderson shared the Public Works Building has been completed and looks very nice. Five new projects have been sent to Dewberry for engineering, the ESAD Project has been completed, the Beach Hill Sewer Lift Station is on line and staff continues to work on residential laterals.

New Business

Special Permit Request - Faith Christian Parent League

The requestor asked that this item be removed from the Agenda.

Legislative Request 2023 / 2024

Consensus of the Commission was to request \$6 Million for the Fire and Police Department complex; \$50 Million for the sewer plant to stay in compliance and be one of the safest facilities in Florida, and \$2 Million for road paving.

CDBG-DR CCTV Change Order #1

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to approve Chage Order #1 in the amount of \$16,879.40. All in favor; Motion carried 5-0.

Madison Street SCOP Grant

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to pay the additional \$62,278 that will be needed from the City to cover design plus the cost of CEI Services. All in favor; Motion carried 5-0.

Public Works - John Grantland

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to declare the old gas station building at Public Works surplus scrap metal. All in favor; Motion carried 5-0. The estimated value is less that what it would cost to take the building down.

Surface Water Plant

Mr. McClamma was running the plant and Mr. Anderson shared that a new sample port is being installed at the Shark Tank on Long Avenue.

Wastewater Plant - Joe Harris

Mr. Harris shared there is 18" of freeboard in the lagoon, the plant is discharging, Algae is not an issue at this time, the Solar Bees are in service, plant filters were cleaned Friday, and the Microbes are not being used anymore.

Finance Director - Mike Lacour

FEMA Grants Update

Mr. Lacour noted that Clifford Sims Park is the last FEMA Project and work is underway on it. Mr. Grantland is working on a bid packet for rocks for the project.

Grants Reimbursement Update

The final reimbursement on the First Street SCOP Grant is being requested. Mr. Lacour continues to work on reimbursement from the Septic to Sewer and Resilient Florida Grants.

Code Enforcement

Approximately fifty letters were sent last week for violations, over grown grass is being addressed, and progress is being made to improve issues.

Police Department – Chief Richards

Request to bid 2 New Vehicles

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to advertise for two new vehicles, Nissan Pathfinders, for the Police Department. All in favor; Motion carried 5-0. These vehicles are not available on state contract.

City Clerk - Charlotte Pierce

Grants Update

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

Donation of Property by Bob Kerrigan where the Reid Avenue Restrooms are located

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to accept the generous officer of Mr. Kerrigan. All in favor; Motion carried 5-0.

Mayor Buzzett expressed his appreciation for Mr. Kerrigan's generosity, noted that he is a graduate of Port St. Joe High School, and is a gentleman that has always remembered Port St. Joe. He asked that a letter be sent to Mr. Kerrigan thanking him for his benevolence.

Mayor Buzzett asked that the new proposed Christmas Parade route be shared. It has been recommended that the parade line up on Monument Avenue, proceed down Highway 98 to First Street, meander through the waterfront area, back to the extension of Highway 71, and then back to Monument Avenue. This route will allow for more staging, better lighting, and leave parking on Reid Avenue open.

Citizens to be Heard

Barbara Walker, 317 Avenue B, asked for demolition help with her property. She has received code violation notices, complied with the grass issues, and has been unsuccessful in receiving help to repair her home. Mr. Anderson offered to review Ms. Walker's denial letters for help on her house if she would bring them by his office.

Eddie Fields thanked the Commission for the truck given to the Gulf County Senior Citizens.

Christy McElroy shared her concerns about Ms. Walker and the cottages being built on Woodward Avenue under Ordinance 603.

Discussion Items by Commissioners

Neither Mayor Buzzett, Commissioners Langston, Kerrigan, Lowry, nor Hoffman had anything else to update the Commissioners on.

Motion to Adjourn

There was no other business to come before the Commission, and Mayor Buzzett adjourned the meeting at 1:00 P.M.

Approved this day of2	023.
Rex Buzzett, Mayor	Date
Charlotte M. Pierce, City Clerk	Date

Exhibit A

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

LAST NAME—FIRST NAME—MIDDLE NAI		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners			
MAILING ADDRESS 134 Gulf Coast	Circle	THE BOARD, CO WHICH I SERVE		UTHORITY OR COMMITTEE ON	
Port St. Joe, FL 32456	COUNTY Gulf		TICAL SUBDIVISION:	GOTHERESONENSER	
DATE ON WHICH VOTE OCCURRED	13	MY POSITION IS	S:	□ APPOINTIVE	

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

ELECTED OFFICERS:

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST
breff (, Lowry , hereby disclose that on Oct 3rd , 20 223
(a) A measure came or will come before my agency which (check one or more)
inured to my special private gain or loss;
inured to the special gain or loss of my business associate,
inured to the special gain or loss of my relative,
inured to the special gain or loss of, by
whom I am retained; or
inured to the special gain or loss of, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:
I have a personal interest in this development.
If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.
Date Filed Signature

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

MINUTES OF THE SPECIAL MEETING FOR THE FISCAL YEAR 2023 – 2024 BUDGET FOR THE CITY OF PORT ST. JOE; ORDINANCE 604 AD VALOREM TAX ORDINANCE; 605 2023 - 2024 BUDGET FOR FY 2023 - 2024 WITH THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE WARD RIDGE BUILDING, September 08, 2023, at 5:01 P.M.

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

The purpose of the Special Meeting was Ordinance 604 – 2023 / 2024 Ad Valorem Tax Millage Rate First Public Hearing; Ordinance 605 – 2023 / 2024 Budget Public Hearing;

City Attorney -

Ordinance 604 Ad Valorem Property Taxes 2023 - 2024, Public Hearing, First Reading

No one from the public wished to address the Commission.

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to have the First Reading of Ordinance 604. All in favor; Motion carried 5-0.

Attorney McCahill read Ordinance 604 in its entirety.

The Ad Valorem Property Tax Millage Rate for Municipal Purposes to be levied on the taxable property within the City limits of the City of Port St. Joe for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024, is set at the rate of 3.5914 mills. The percentage by which this millage rate to be levied is more than the rolled-back rate of 3.1043 mills (computed pursuant to Florida law) is 15.69%

Ordinance 605 Budget 2022 - 2023, Public Hearing, First Reading:

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to have the First Reading of Ordinance 605.

Christy McElroy expressed her concerns about money in the budget. Mr. Anderson responded there is \$50,000 for a City complex, \$313,000 in the Recreation Budget, and \$1,000,000 in a separate fund for a sports complex.

Robert Branch stated he feels that Commissioner Hoffman has changed from supporting the Field of Dreams four years ago to supporting the Benny Roberts Basball Field on Tenth Street.

Attorney McCahill read Ordinance 605 by Title only.

Voting for the Motion were Commissioners Hoffman, Lowry, Kerigan, and Langston. Mayor Buzzett voted no. Motion passed 4-1. Mayor Buzzett stated that he had nothing against the employee but feels this is just creating future employee issues. Commissioner Langston shared that the Commissioners need to stick to the City Charter, let supervisors and the city manager resolve employee issues and if they can't, the employee could then go to a Commissioner.

No other citizens wished to address the Commission.

Discussion items by Commissioners

There were no other issues to be addressed by the Commissioners.

Motion to Adjourn	
Mayor Buzzett adjourned the meeting at 5:40 P.M.	
Approved this day of 2023.	
Rex Buzzett, Mayor	Date
Charlotte M. Pierce, City Clerk	Date

ORDINANCE NO. 606

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE, SPECIFICALLY CITY-INITIATED TEXT AMENDMENT TO (1) ESTABLISHED A DEFINITION FOR DOWNTOWN MARINA AREA, (2) TO AMEND THE PLANNED UNIT DEVELOPMENT STANDARDS; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe City Commission has adopted the Comprehensive Plan within which are included goals, objectives, and policies related to the adoption of land development regulations; and

WHEREAS, Chapter 163, Part II, Section 3201, the Florida Statutes, requires the implementation of these goals, objectives, and policies through the adoption of consistent land development regulations; and

WHEREAS, Chapter 163, Part II, Section 3202, of the Florida Statutes requires each county and municipality to adopt or amend and enforce land development regulations that are consistent with and implement the adopted comprehensive plan within one (1) year after submission of the revised comprehensive plan for review to the state; and

WHEREAS, the Planning and Development and Review Board in its capacity as the Local Planning Agency, considered this request, found it consistent with the goals, objectives and policies of the local Comprehensive Plan, and recommended approval at a properly advertised public hearing on October 3, 2023;

NOW THEREFORE, IT BE ORDAINED by the City Commission of the City of Port St. Joe, Florida, amends the Land Development Regulations as follows:

Section 1. The following Sections of the Land Development Regulations are to be amended:

ARTICLE I. GENERAL PROVISIONS:

Section 1.03. Definitions.

And;

ARTICLE III. LAND USE: TYPE, DENSITY, INTENSITY:

Section 3.17(4)c. Planned Unit Development (PUD).

(See Exhibit A for the Proposed Text Amendment and Exhibit B for the Proposed Boundary of the Downtown Marina Area)

Section 2. Upon this Ordinance becoming effective, the City of Port St. Joe Land Development Regulations shall be amended to reflect the text amendments to ARTICLE I. GENERAL PROVISIONS and ARTICLE III. LAND USE: TYPE, DENSITY, INTENSITY as described on attached Exhibit "A".

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

Section 4. This Ordinance shall become effective as provided by law.

This Ordina	nce was adopted in open reg	ular meeting after its second reading
this		, after due notice in accordance with Florida Law
ATTEST:	BOARD OF CITY COM	MISSIONERS OF PORT ST. JOE, FLORIDA
		:
Charlotte M.	Pierce, City Clerk	Rex Buzzett, Mayor
APPROVED	AS TO FORM:	
Clinton McC	Cahill, City Attorney	

EXHIBIT A

Land Development Regulations, Part III

ARTICLE I. GENERAL PROVISIONS:

Section 1.03. Definitions.

Downtown Marina Area: An area that is bounded to the north by Marina Drive from the intersection of Baltzell Avenue to the Mean Sea Level of St. Joe Bay, bounded to the east by Baltzell Avenue from the intersection of Marina Avenue to the intersection of Harborview Drive, bounded to the south by Harborview Drive from the intersection of Baltzell Avenue extended to the Mean Sea Level of St. Joe Bay and bounded along the west by the Mean Sea Level of St. Joe Bay.

And;

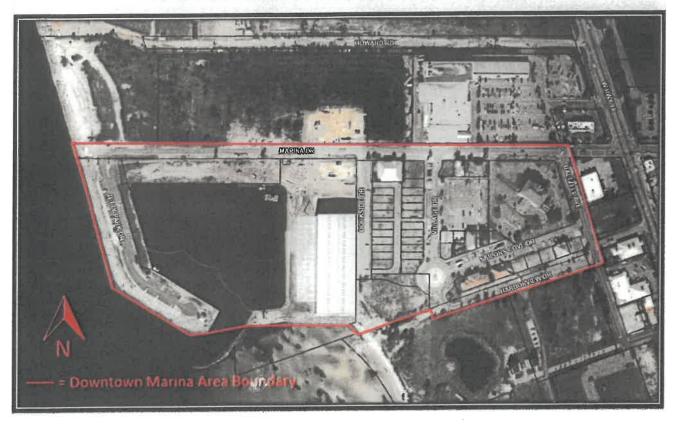
Article III. Land Use: Type, Density, Intensity

Section 3.17: Planned Unit Development district

Section 3.17(4)c:

c. A minimum site size of five acres is required unless the site is located within a the Expanded Boundary of the Port St Joe Redevelopment Area, or the North Port St. Joe Mixed Use Overlay District or the Downtown Marina Area whereupon only one acre is required.

Downtown Marina Area



NOTICE OF PUBLIC HEARINGS FOR A TEXT AND ZONING AMENDMENT TO THE CITY OF PORT ST. JOE LAND DEVELOPMENT REGULATIONS AND ZONING MAP

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

The Planning and Development Review Board sitting as the local planning agency will hold a hearing at 4:00 p.m., EST, at 2775 Garrison Avenue, Port St. Joe, Florida, on Tuesday, October 3, 2023, or as soon thereafter as the Issue may be heard. The purpose of the Public Hearing will be to consider a recommendation to the Port St. Joe City Commissioners for the adoption of a Text Amendment to the Land Development Regulations by Ordinance NO. 606 relating thereto, the title of which is set forth below and an amendment to the Zoning Map to establish a Marina Cottages Planned Unit Development District by Ordinance NO. 607 relating thereto, the title of which is set forth below.

The City of Port St. Joe City Commission will conduct a Public Hearing, hold the first reading of Ordinance NO. 606 and Ordinance NO. 607, the titles of which are set forth below, at 2775 Garrison Avenue, Port St. Joe, Florida on Tuesday, October 17, 2023 at 12:00 p.m., EST, or as soon thereafter as the issue may be heard. The purpose of the Public Hearing will be to consider and conduct the first reading of an ordinance amending the Text of the Land Development Regulations and to consider and conduct the first reading of an ordinance establishing a Marina Cottages Planned Unit Development District. The title of the ordinances to be considered are set forth below.

The City of Port St. Joe City Commission will conduct a Public Hearing and hold the final reading of Ordinance 606, the title of which are set forth below, at 2775 Garrison Avenue, Port St. Joe, Florida, on Tuesday, November 7, 2023, at 12:00 p.m. EST, or as soon thereafter as the issue may be heard. The purpose of the Public Hearing will be to consider and conduct the final reading of an ordinance amending the Text of the Land Development Regulations and to consider and conduct the final reading of an ordinance establishing a Marina Cottages Planned Unit Development District. The title of the ordinances to be considered are set forth below.

ORDINANCE NO. 606

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF PORT ST. JOE, SPECIFICALLY CITY-INITIATED TEXT AMENDMENT TO (1) ESTABLISHED A DEFINITION FOR DOWNTOWN MARINA AREA, (2) TO AMEND THE PLANNED UNIT DEVELOPMENT STANDARDS; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

And:

ORDINANCE NO. 607

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, RELATING TO AND AMENDING THE ZONING CODE; AMENDING THE CITY OF PORT ST. JOE ZONING MAP; DESIGNATING AND ESTABLISHING THE MARINA COTTAGES PLANNED UNIT DEVELOPMENT ZONING DISTRICT; ADOPTING CERTAIN REGULATORY REQUIREMENTS FOR THE MARINA COTTAGES PLANNED UNIT DEVELOPMENT ZONING DISTRICT TO SUPERSEDE REQUIREMENTS IN THE CITY OF PORT ST. JOE ZONING CODE; PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Copies of the Text Amendment to the Land Development Regulations and the Marina Cottages Planned Unit Development District is available for public Inspection at the City of Port St. Joe City Hall, located at 305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida.

The hearing may be continued from time to time as may be necessary.

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

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

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

ORDINANCE NO. 607

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, RELATING TO AND AMENDING THE ZONING CODE; AMENDING THE CITY OF PORT ST. JOE ZONING MAP; DESIGNATING AND ESTABLISHING THE MARINA COTTAGES PLANNED UNIT DEVELOPMENT ZONING DISTRICT; ADOPTING CERTAIN REGULATORY REQUIREMENTS FOR THE MARINA COTTAGES PLANNED UNIT DEVELOPMENT ZONING DISTRICT SUPERSEDE REQUIREMENTS IN THE CITY OF PORT ST. JOE **OF ANY PROVIDING** FOR REPEAL ZONING CODE: CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Port St. Joe ("City") has deemed it appropriate to establish a planned unit development for a community ("Marina Cottages Planned Unit Development Zoning District") to be located on a parcel of land which is legally described in Exhibit "A", attached and incorporated herein ("Property"); and

WHEREAS, on October 3, 2023, the Planning and Development Review Board for the City, recommended approval of the Marina Cottages Planned Unit Development Zoning District; and

WHEREAS, The Marina Cottages Planned Unit Development Zoning District is intended to consist of a residential development that includes recreational amenities such as a club house and swimming pool; and

WHEREAS, The Marina Cottages Planned Unit Development Zoning District will be served by City water and sewer facilities; and

WHEREAS, The Marina Cottages Planned Unit Development Zoning District will comply with the all applicable stormwater management requirements for the Property; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. NAME

This Ordinance shall be known as the implementing ordinance for the Marina Cottages Planned Unit Development Zoning District.

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

The Board of City Commissioners hereby finds and determines that the Marina Cottages Planned Unit Development Zoning District is consistent with the goals, objectives, and policies of the City of Port St. Joe Comprehensive Plan, including but not limited to Future Land Use Element Policy 1.3.4, High Density Residential R-3.

SECTION 3. APPROVAL

The establishment of the Marina Cottages Planned Development Zoning District on the lands legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference, is hereby approved subject to the conditions in this Ordinance.

SECTION 4. PERMITTED USES

The following uses shall be principal permitted uses within all areas of the Marina Cottages Planned Unit Development (PUD) Zoning District:

- A. <u>Residential.</u> Single family and multi-family residential units. Density shall not exceed fifteen (15) units.
- B. Recreation. Active recreation means recreational lands and improvements that are facility oriented which may require equipment and take place at prescribed places, or sites, which may include a club house, changing rooms/restrooms and pool. Passive recreation means recreational lands and improvements that are natural resource oriented. Passive recreational facilities may include, but are not limited to walking and nature trails, viewing platforms, boardwalks, picnic areas and bird watching.
- C. <u>Permitted Accessory and Ancillary Uses</u>. The following shall be accessory permitted uses within all areas of the Marina Cottages Planned Unit Development Zoning District: Uses of land customarily incidental and subordinate to one of the permitted principal uses, including but not limited to a sales center, parking facilities, mail kiosk, trash and recycling containers and other uses or facilities associated with the support of the permitted principal uses.

SECTION 5. DEVELOPMENT STANDARDS

- A. All residential uses shall be served by central potable water facilities and central wastewater facilities, as provided by the City.
- B. All development within the Marina Cottages Planned Unit Development Zoning District shall be in compliance with all applicable land development regulations of the City of Port St. Joe, except as otherwise contained in this Ordinance.
- C. The minimum setbacks for residential units shall be as follows:

Front Setback: Zero (0) Feet

Side Setback: Zero (0) Feet (Six (6) feet between buildings)

Rear Setback: Zero (0) Feet

- D. There shall be a minimum lot width of twenty-two (22) feet and minimum lot depth of fifty (50) feet.
- E. There shall be a minimum lot size of 1,100 square feet and a minimum square feet of living area of 650 square feet.
- F. Maximum overall impervious coverage of the entire site shall be 80%.
- G. Sidewalks will have a minimum width of four (4) feet and will provide access to all residential lots, parking areas and amenity areas. The sidewalks may be of an impervious or pervious surface material.
- H. A minimum of 24 parking spaces will be provided, which will include at least 2 handicap parking spaces.
- I. The developer will construct all residential lots, sidewalks, connecting road, parking area, which may include offsite overflow parking areas and the amenity area as one (1) single phase, as depicted on the Marina Cottages PUD Master Plan in Exhibit "B".
- J. The developer will create and establish the Marina Cottages Homeowners Association (HOA). The HOA will be responsible for maintaining the sidewalks, parking areas, including any offsite and the amenity areas as depicted on the Marina Cottages PUD Master Plan in Exhibit "B".
- K. Signs visible from a public road, which are not otherwise subject to stricter standards imposed on the property, shall be consistent with applicable City regulations.
- L. Section 5.04 of the Land Development Regulations, as well as any other provisions with respect to buffer zones shall not apply to any portion of the Marina Cottages Planned Unit Development Zoning District.
- M. All construction shall meet the standards in the Florida Building Code, latest edition.

SECTION 6. DEVELOPMENT PLAN/PLAT PHASING

The Marina Cottages Planned Unit Development Zoning District Subdivision will be developed as one (1) phase, with the submission of development plan and preliminary plat. All development plans will be reviewed as a Level 2 Major Development as such term is defined in the Code. The City will review the preliminary plat as part of the development review process. The development plan, preliminary plat and appropriate application fees shall be initially submitted to the City for review. The applicant may obtain simultaneous approval of the preliminary plat, development order and development permit approval with respect to the development.

SECTION 7. CREATION OF ZONING DISTRICT

The purpose of this Ordinance is to create the text of the Marina Cottages Planned Unit Development Zoning District. The precise location of the permitted uses will be set forth in the application for development plan and preliminary plat approval. This Ordinance is not intended as a unified plan of development.

SECTION 8. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

SECTION 9. OTHER ORDINANCES

Except as specifically modified or changed in this Ordinance, all provisions of the Code shall apply in the same manner as throughout the City.

SECTION 10. ZONING MAP

Upon this Ordinance becoming effective, the City of Port St. Joe Zoning Map shall be amended to show the property described on attached Exhibit "A" as the Marina Cottages Planned Unit Development Zoning District.

SECTION 11. SEVERABILITY

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

SECTION 12. EFFECTIVE DATE

This Ordinance shall become eff	fective as provided by law.
	open regular meeting after its second reading, after due notice in accordance with Florida
ATTEST:	BOARD OF CITY COMMISSIONERS OF PORT ST. JOE, FLORIDA
Charlotte M. Pierce, City Clerk	Rex Buzzett, Mayor

	VED AS			
Clinton 1	McCahill	City	Attamax	

EXHIBIT "A"

GULF COUNTY PARCEL ID: 04594-030R:

A PARCEL OF LAND IN SECTION 2, TOWNSHIP 8 SOUTH, RANGE 11 WEST, LYING AND BEING SITUATE IN GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FOURTH STREET (60 FOOT RIGHT OF WAY) WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF BALTZELL AVENUE (60 FOOT RIGHT OF WAY) AND RUN THENCE NORTH 18 DEGREES 46 MINUTES 49 SECONDS WEST ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF BALTZELL AVENUE FOR 780.00 FEET TO A FOUND SIX INCH BY SIX INCH CONCRETE MONUMENT (NO IDENTIFICATION); THENCE CONTINUE NORTH 18 DEGREES 46 MINUTES 49 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR 407.74 FEET TO A FOUND SIX INCH BY SIX INCH CONCRETE MONUMENT MARKING THE INTERSECTION OF THE SAID SOUTHWESTERLY BOUNDARY OF BALTZELL AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF MARINA DRIVE (60 FOOT RIGHT OF WAY); THENCE NORTH 89 DEGREES 37 MINUTES 38 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 731.95 FEET TO THE NORTHWEST CORNER OF VILLAGE AT MARINE COVE, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 48 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00 DEGREES 21 MINUTES 19 SECONDS WEST, ALONG THE WEST BOUNDARY OF SAID VILLAGE AT MARINA COVE AND A PROJECTION THEREOF. FOR A DISTANCE OF 484.46 FEET TO THE SOUTH BOUNDARY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 486, PAGE 580 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA (AREA B) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID PROJECTION RUN EASTERLY ALONG SAID SOUTH BOUNDARY AS FOLLOWS: SOUTH 89 DEGREES 32 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 29.39 FEET TO A POINT OF CURVE TO THE RIGHT: THENCE ALONG SAID CURVE WITH A RADIUS OF 137.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 53.51 FEET (CHORD OF SAID ARC BEING SOUTH 78 DEGREES 21 MINUTES 07 SECONDS EAST, 53. I 7 FEET); THENCE SOUTH 67 DEGREES 09 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 14.19 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE WITH A RADIUS OF 163.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 22 MINUTES 48 SECONDS, FOR AN ARC DISTANCE OF 63.67 FEET (CHORD OF SAID ARC BEING SOUTH 78 DEGREES 21 MINUTES 07 SECONDS EAST, 63.26 FEET); THENCE SOUTH 89 DEGREES 32 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 31.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEASTERLY; THENCE LEAVING SAID SOUTH BOUNDARY RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 78.00 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 33 MINUTES 35 SECONDS, FOR AN ARC DISTANCE OF 56.58 FEET (CHORD OF SAID ARC BEING SOUTH 51 DEGREES 02 MINUTES 11 SECONDS EAST, \$5.35 FEET); THENCE SOUTH 00 DEGREES 26 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 55.78 FEET TO THE NORTHERLY BOUNDARY OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 397. PAGE 453 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA;

"THENCE SOUTH 71 DEGREES 15 MINUTES 08 SECONDS WEST, ALONG SAID NORTHERLY BOUNDARY, FOR A DISTANCE OF 308.62 FEET TO THE MEAN HIGH WATER LINE OF ST. JOSEPH BAY; THENCE LEAVING SAID NORTHERLY BOUNDARY RUN NORTH 45 DEGREES IO MINUTES 52 SECONDS WEST, ALONG SAID MEAN HIGH WATER LINE, FOR A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID MEAN HIGH WATER LINE RUN NORTH 71 DEGREES 15 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 38.11 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 172.27 FEET TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 486. PAGE 580 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA (AREA A); THENCE SOUTH 89 DEGREES 32 MINUTES 31 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID AREA A, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 40 FEET OF AREA A AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN. OFFICIAL RECORDS BOOK 486. PAGE 580, OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 40 FEET OE AREA "A" AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 486. PAGE 580, OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA.

EXHIBIT "B"

Marina Cottages PUD Master Plan



O PROJECT NUMBER: N/A REVISIONS:		9:	DUD AREAE					
£ a	DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE	BY	ITEM	PUD AREAS	
밁			J. HUSBAND					
101	FOR: ST. JOE	MARINA CE	TTAGES LLC				MARINA COTTAGES	
16/23	SUITE 2	DO MORNIN	G 51.			_	HARBORVIEW DR	
13	PORT ST	JOE, FL 3	2456	-		-	PORT ST. JOE, FLORIDA	
1				_	_	_	(GULF COUNTY PARCEL I.D.: 04594-030R)	

IMPORTANT NOTICE

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*An Actual Year of 1900 is not a true representation of the Actual Year built. This is a "default" setting where an actual date is not known. The Effective Year is simply reflective of the current market and the condition of the property. The Effective Year is evident by the condition and utility of the structure and may or may not represent the Actual Year Built.

Parcel Summary

Parcel ID **Location Address** 04594-030R HARBORVIEW DR

PORT ST JOE

Brief Tax Description S 2 T 8 R 11 1.038 AC M/L 50 FT WATERFRONT ORB 786/813 FR 5R5 LAND CO LLC MAP 50B

(Note: Not to be used on legal documents.)

Property Use Code Sec/Twp/Rng Tax District

VACANT (0000) 2-85-11W Port St. Joe City (5)

Millage Rate Acreage

16.0005 1.038

Homestead

View Map

Owner Information

Primary Owner ST JOE MARINA COTTAGES LLC 161 GOOD MORNING ST SUITE 201 PORT ST JOE, FL 32456

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth	
reference of the contract of t	a mayon arrows manners to	IT.	ő ·	ń	
510002 - PSJ LOT(COM) WF AC	1	Li	o .	•	

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
N	1/4/2023	\$1,350,000	WD	786/813	Qualified	Vacant	SRS LAND COMPANY LLC	ST JOE MARINA COTTAGES LLC
N	10/29/2013	\$480,000	sw	546/258	Qualified	Vacant	THE ST JOE COMPANY	SRS LAND COMPANY LLC
N	11/28/2005	\$1,500,000	SW	397/448	Unqualified	Vacant	THE CITY OF PSJ	THE ST JOE COMPANY

Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
 Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$1,150,000	\$559,742	\$519,000	\$404,820
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$559,742	. \$0	\$0
Just (Market) Value	\$1,150,000	\$559,742	\$519,000	\$404,820
Assessed Value	\$538,815	\$489,832	\$445,302	\$404,820
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$538,815	\$489,832	\$445,302	\$404,820
Maximum Save Our Homes Portability	\$611,185	\$69,910	\$73,698	\$0

[&]quot;Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Building Information, Extra Features, Sketches.

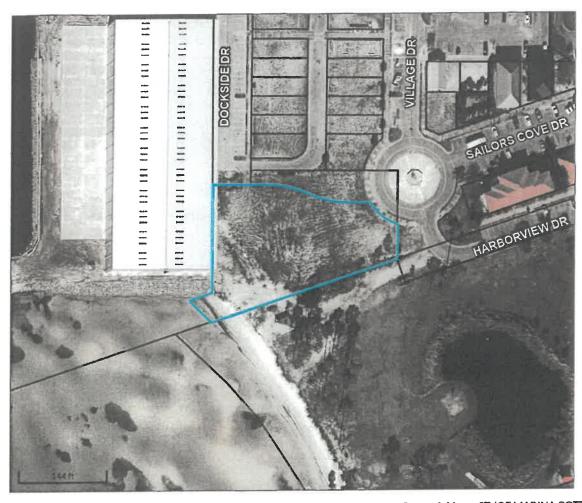
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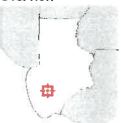
Contact Us

Developed by

Schneider



Overview



Legend

Parcels Roads

Parcel ID Sec/Twp/Rng 04594-030R 2-8S-11W

Property Address HARBORVIEW DR

PORT ST JOE

District

Brief Tax Description

Alternate ID 04594030R

Class

VACANT

Acreage 1.038 Owner Address ST JOE MARINA COTTAGES LLC 161 GOOD MORNING ST

SUITE 201

PORT ST JOE, FL 32456

S 2 T 8 R 11 1.038 AC M/L

(Note: Not to be used on legal documents)

Date created: 9/28/2023

Last Data Uploaded: 9/28/2023 8:12:22 AM

Developed by Schneider

CITY OF PORT ST. JOE SPECIAL EXCEPTION REQUEST APPLICATION

Property Address: 170 Martin Luther Kins Blulzo	oning:
Property Owner: Amos Pittman Jr Pt	none: 813 546 9369
Mailing Address: 121 Robbins Ave City, St	ate, and Zip: Port St Jue, FL 32456
Parcel Number: 05701-000R Applicant if different	rent:
Owner signature	
Swore to and subscribed before me this day o	of Sept 20 23. Personally known or
produced identification Personally Known	:
Shruly Jankus Signature of Notary Public	SHIRLEY J. JENKINS AY COMMISSION # HH 180213
	EXPIRES: October 30, 2025 aded Thru Notary Public Underwriters
A SIGN WILL BE POSTED FOR FIFTEEN DAYS ON THE PE AND A NOTICE WILL BE PUBLISHED IN THE LOCAL NEWS	
APPLICATION REQUIREMENTS:	
Application Fee - \$300	
A letter indicating the section of the LDR under which sp	ecial exception is being requested
Legal Description of Property	
Copy of the Deed	
Copy of the Survey	
Site plan of the proposed improvements	
Owner Signature	5 Sept 2023 Date
Applicant Signature	Date



Amos Pittman Jr., 121 Robbins Ave Port St Joe, FL 32456

Special Exception Request

Re: 170 Martin Luther King Blvd Development Order

This is a special exception request of LDR 5.08 in regards to the submitted development order for 170 Martin Luther King (MLK) Blvd. The proposed development order is new construction for restaurant, laundromat, convenience store, and barbershop. The total dwelling of the project is 3,594 square feet. The land development regulation requires the following number of parking spaces:

Total Parking Required: 26

- Restaurant: 1 space for every 4 seats and 1 additional space per 3 employees.
 - 0 46 seats divided by 4 = 11.5 rounded to 12 plus 1 for employee = 13 total
- Barber shop: 4 chairs = 4 spaces plus 1 for every employee = 8 total
- Store: 1 per 200 square feet 600 square feet = 3 total
- Laundromat: 1 space for every three washing machines. 7 machines = 2 spaces

The building plans submitted with the development order have a total of eight parking spaces for the project. I am requesting a special exception for the 18 additional required on-site parking spaces, to be provided off-site on the 16 existing on-road parking spaces from MLK/Ave A to MLK/Ave C and vacant lots in the MLK Blvd corridor. The special exception is required to advance the development order and establish businesses in the MLK Blvd corridor.

Respectfully,

Amos Pittman Jr., Property Owner This instrument prepared by and after recording return to:

Amos Pittman, Jr.
Post Office Box 57
Port St. Joe, Florida 32457

Parcel Identification Number: 05701-000R



WARRANTY DEED

THIS WARRANTY DEED is made and entered into as of the ______ day October, 2020, by AMOS PITTMAN, SR., an unmarried man, and AMOS PITTMAN, JR., an unmarried man, whose mailing address is 285 Avenue E, Port St. Joe, Florida 32456 (hereinafter collectively referred to as "Grantor"), to AMOS PITTMAN, JR., an unmarried man, whose mailing address is Post Office Box 57, Port St. Joe, Florida 32457 (hereinafter referred to as "Grantee"),

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Warranty Deed and their heirs, legal representatives and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

WITNESSETH:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property together with the improvements thereon (hereinafter collectively referred to as the "Real Property") in Gulf County, Florida, more particularly described as follows:

Lots 30 and 32, Block 1001, City of Port St. Joe, according to the plat thereof of the Public Records of Gulf County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Real Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Real Property; (3) that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever; and (4) that the Real Property is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year first above written.

Signed, sealed and delivered	
in the presence of:	A Pi
Levi Stackling	Amos Pittman, Sr. also known as Amos Pittman
Printed Name: Lexi Strickland	
Danna Paku	CIRCUIT CO.
Printed Name: Donna RakeR	P. COMPA
STATE OF FLORIDA)) ss:	
COUNTY OF GULF	
~	
	Notary Public, State of Florida
(Notary Stamp/Seal)	Printed Name: Shirland. Jentans
	Commission Number: Commission Expiration:
	SHIRLEY J. JENIGNS Notary Public - State of Florida Commission # 66 ft 45598 My Comm. Expires Oct 30, 2021 Rended through National Notary Asia.

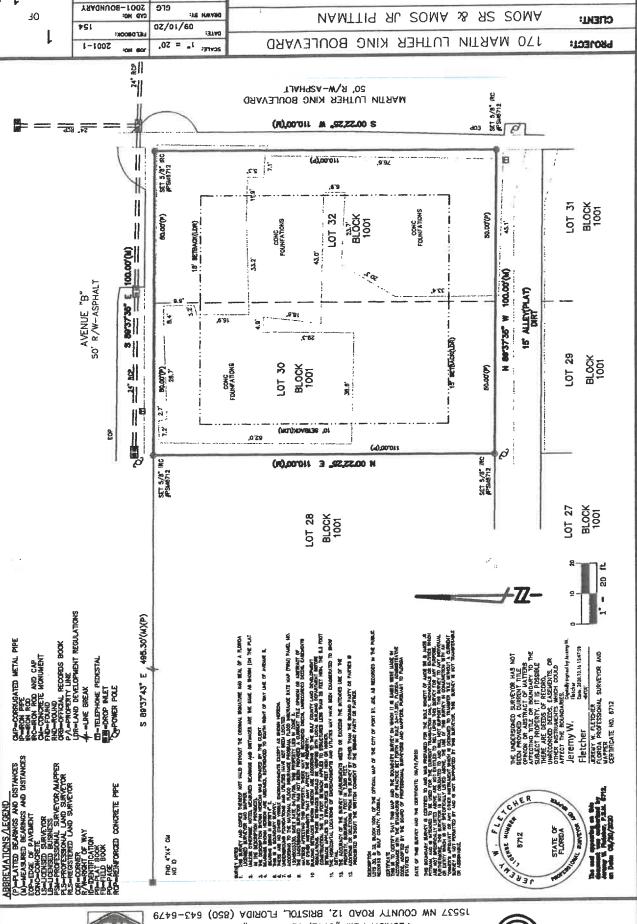


PROFESSIONAL SURVEYOR AND MAPPER STORING PSM #6712, GEORGIA LS# 3024



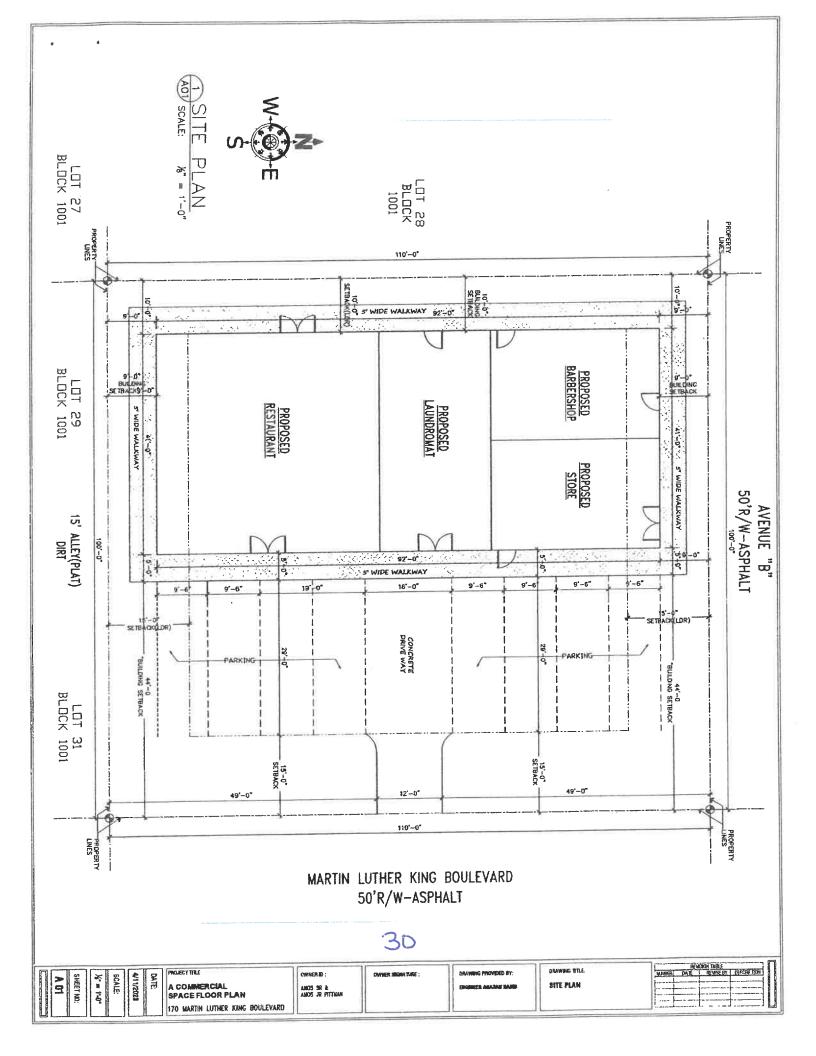
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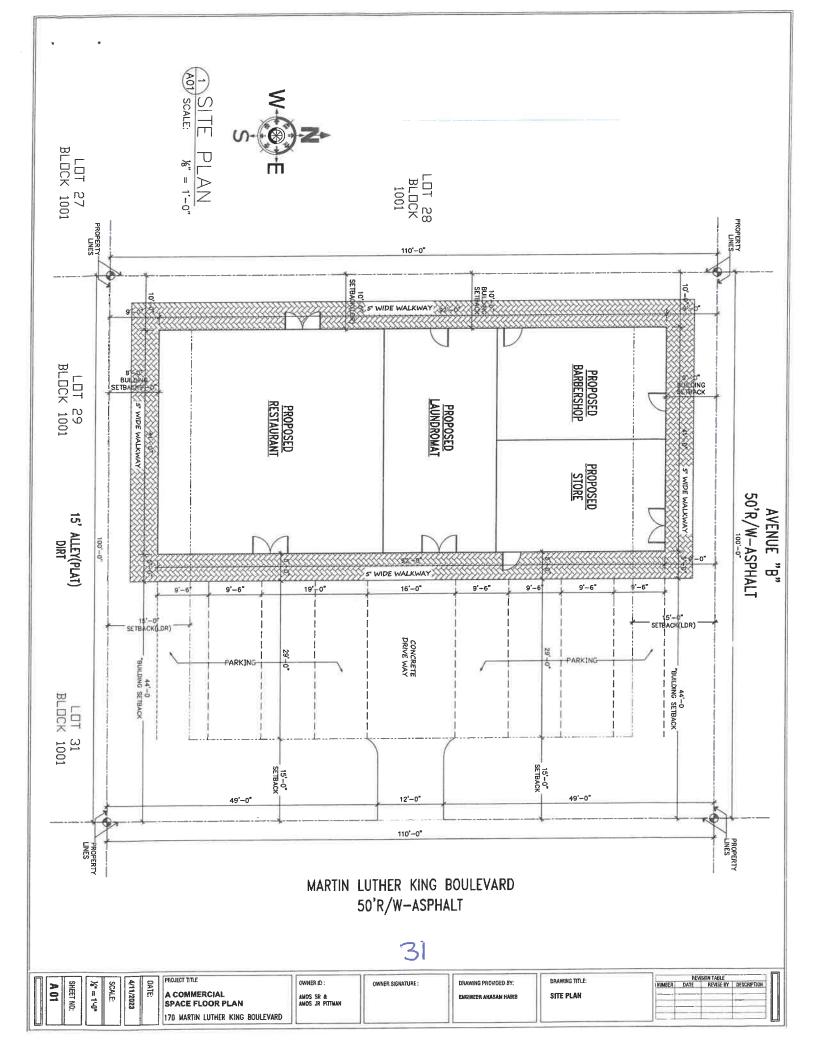
15537 NW COUNTY ROAD 12, BRISTOL, FLORIDA (850) 643-6479

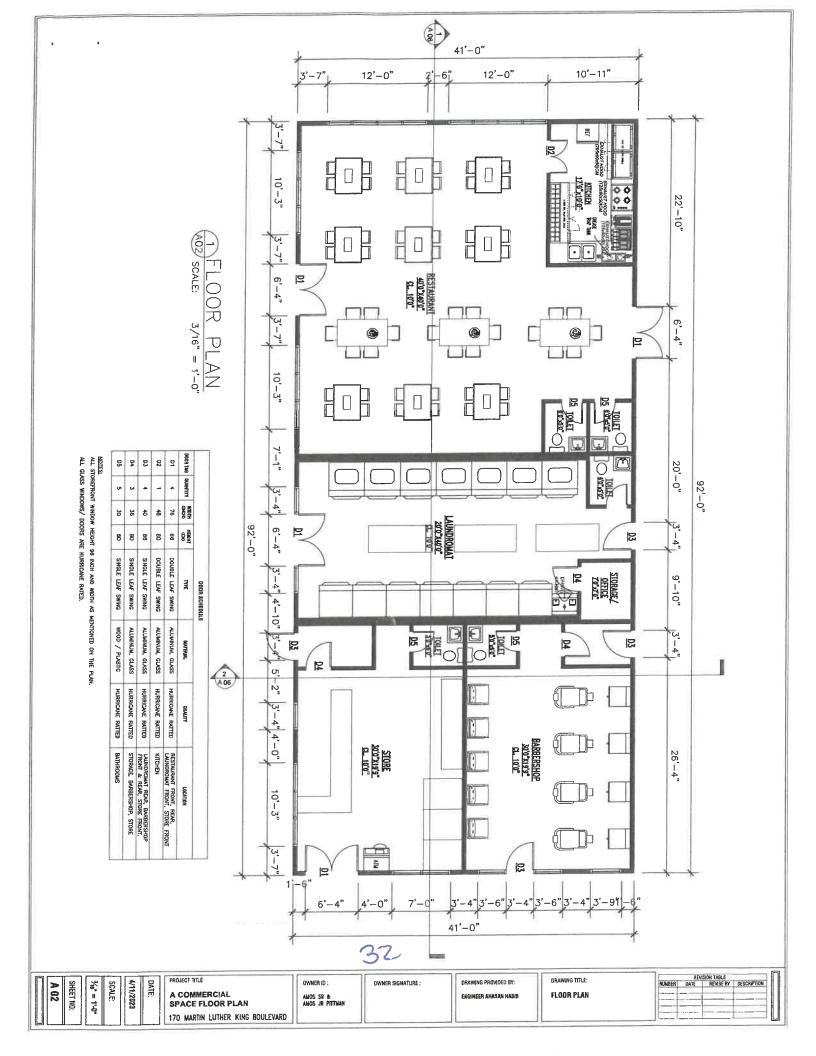


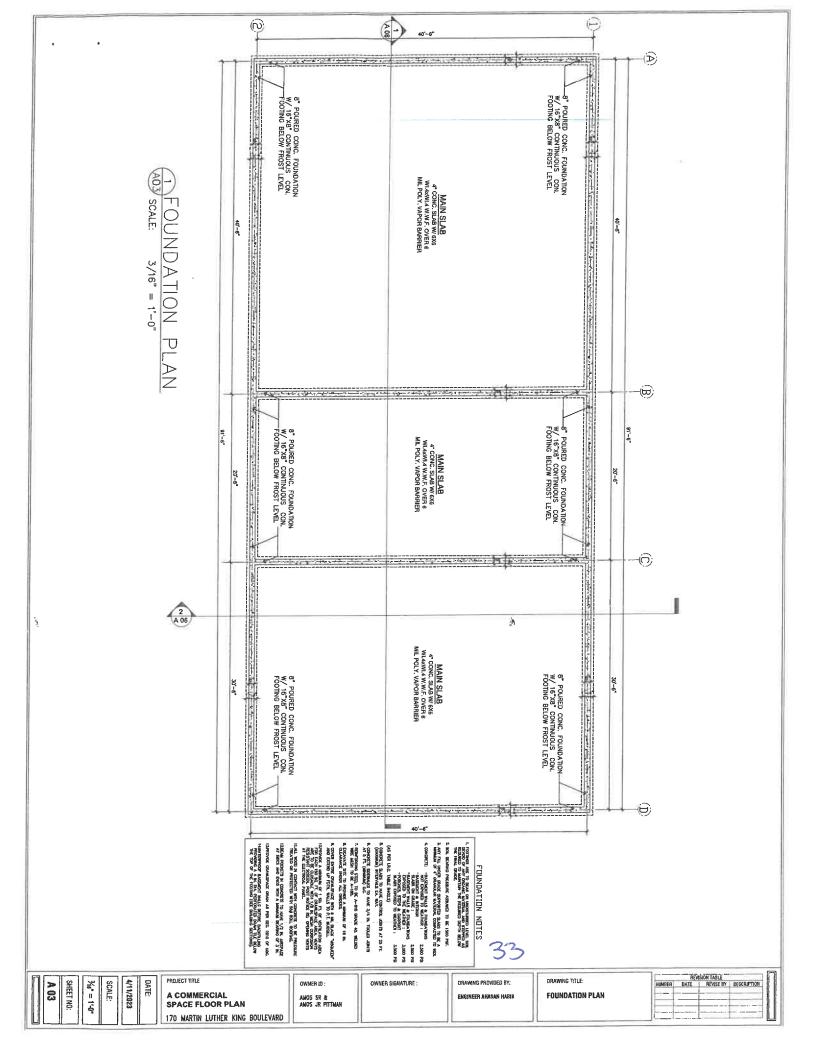
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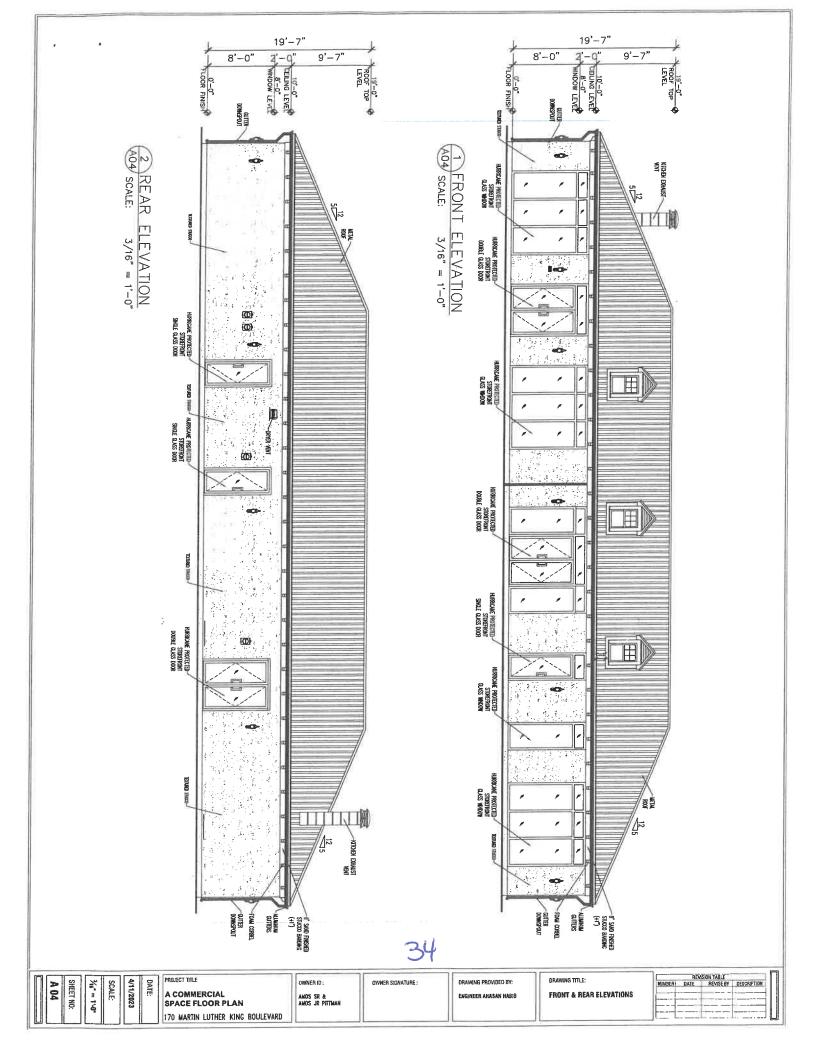
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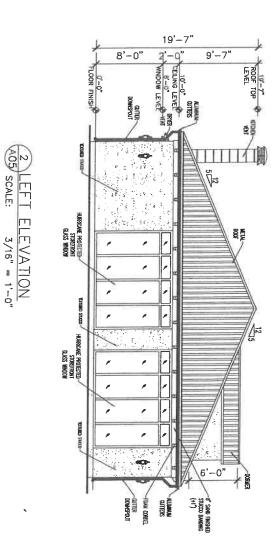




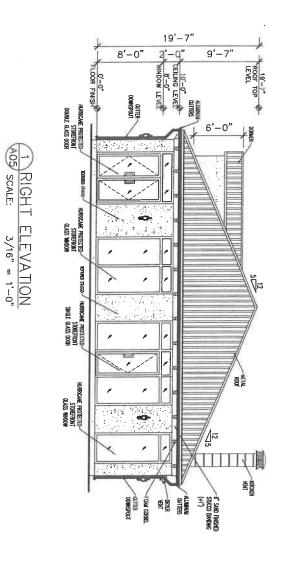






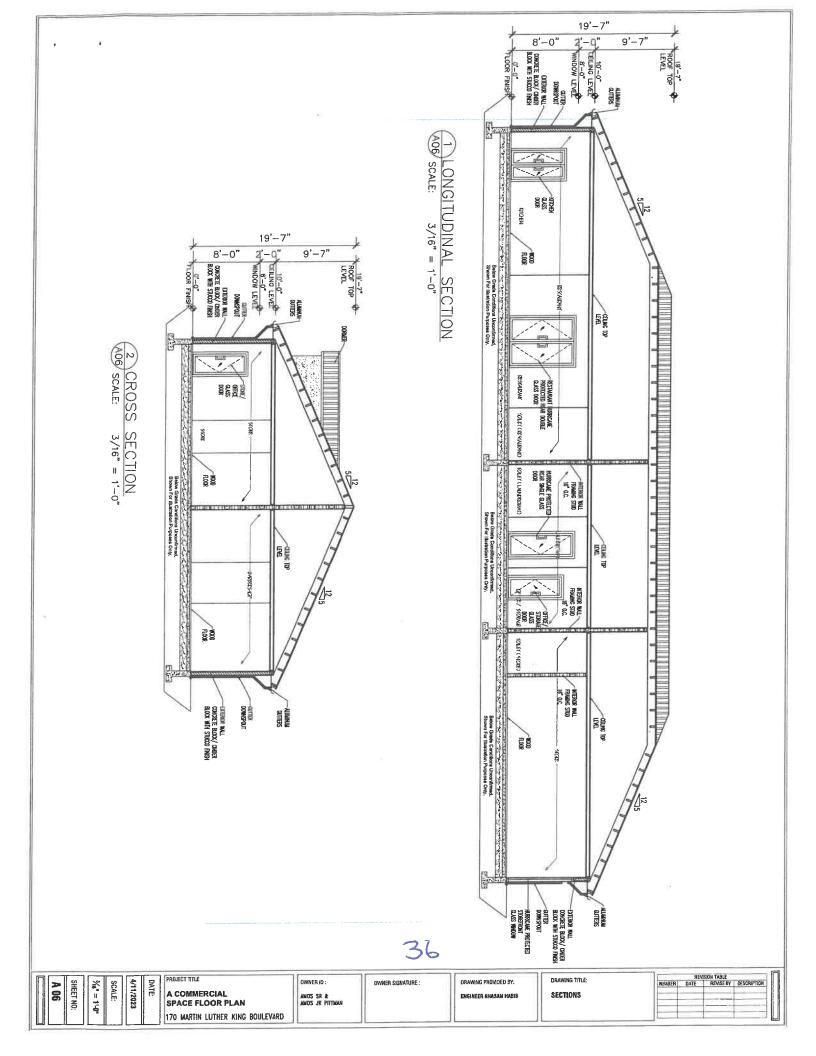


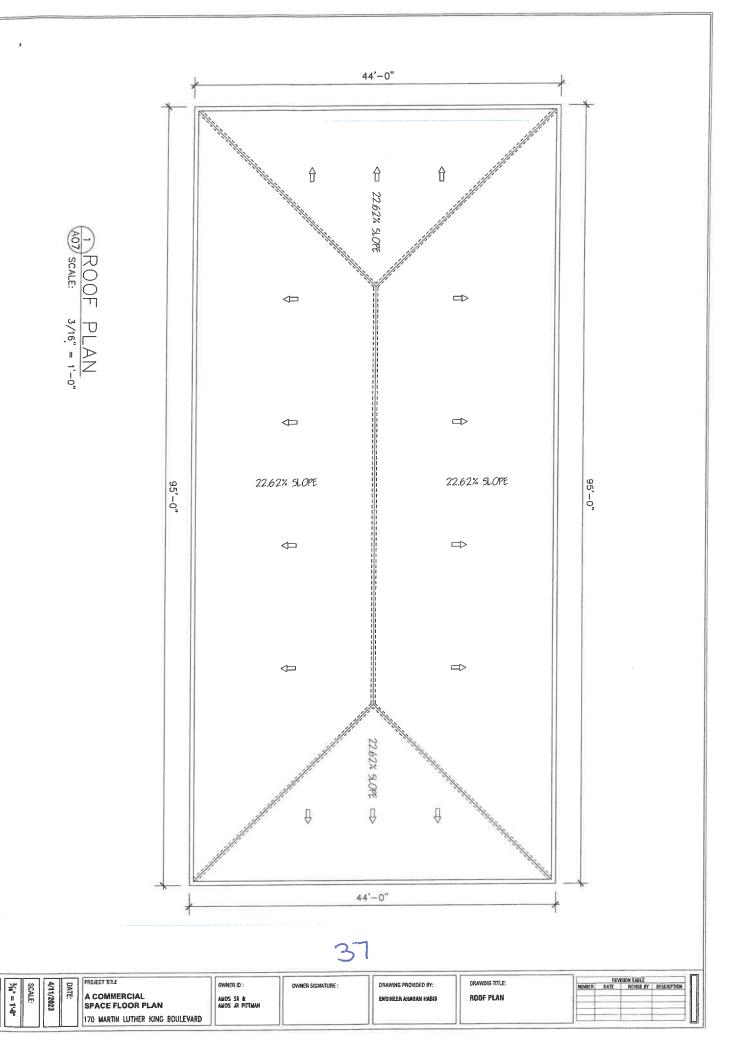
3/16" = 1'-0"



35

REVISION TABLE
NUMBER DATE REVISE BY DESCRIPTION 4/11/2023 3/6" = 1'-0" PROJECT TITLE DRAWING TITLE: SHEET NO: SCALE: DATE A 05 OWNER (D : OWNER SIGNATURE: A COMMERCIAL SPACE FLOOR PLAN RIGHT & LEFT ELEVATIONS AMOS SR & AMOS JR PITTMAN 170 MARTIN LUTHER KING BOULEVARD





0 000 A08 SCALE: RESTAURANT ECTRICAL 0 3/16" = 1'-0" PL/ À TO BE 0.2 취 -0 (3) 0 SHORE BARBERSHOP 育 0 NOTES:
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Decitical Front Sound
Single-Thin Switch
Ten Way Shitch
Service Soundaries SA, (20)
Depta Soundaries SA, (20)
Weather & Drift Respicate
Internal Socials of Stifling Chandsfer Light Vent Light GFD Duplex Receptocles Concrated cable route Ceiling Fan with Light Wolf Sounted Light (Outdoor Noter Heater Receptoches 30A.2405 Norther Proof GFD Duplex Receptors bod Racapladas 15-204, 2404 Incomed Light 38 PROJECT TITLE REVISION TABLE
NUMBER DATE REVISE BY DESCRIPTION SHEET NO: 4/11/2023 DATE OWNER ID: A 08 3/10" = 11-0" SCALE: OWNER SIGNATURE : DRAWING PROVIDED BY: A COMMERCIAL SPACE FLOOR PLAN ELECTRICAL PLAN AMOS SR & AMOS JR PITTMAN ENGINEER AHASAN HABIB 170 MARTIN LUTHER KING BOULEVARD

A09 SCALE: PLUMBING PLAN BIYMISWM WW OOLS WATER UNE SWITTEN -

3/16" = 1'-0"

· · · • 80 **| :** 87 **0** LEGEND: FROM total series (FROM SERVE SERVE) FROM WEIGHT STOCK FROM VOIL SERVE S WASTE WATER PST WATER SPOUTS
GREAT TRAP THAN

HOLE

All Market

39

BARBETSHOP

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4100 NIM PVC PIPE TO WAIN SEWER LINE 9150 MM PVC PIPE TO MAIN

SEWER LINE

MON HOW

- 1

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REVISION TABLE
HUMBER DATE REVISE BY DESCRIPTION PROJECT TITLE 4/11/2023 DATE DRAWING TITLE: SHEET NO: 3/4" = 1'-0" SCALE: OWNER ID: OWNER SIGNATURE: DRAWING PROVIDED BY: A 09 A COMMERCIAL SPACE FLOOR PLAN PLUMBING PLAN ENGINEER AHASAN HABIB 170 MARTIN LUTHER KING BOULEVARD

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Parcel Summary

Parcel ID

05701-000R

Location Address

170 MARTIN LUTHER KING BLVD

PORT ST JOE

Brief Tax Description CITY OF PORT ST. JOE ORIG. LOTS 30 & 32 ORB 706/438 FR PITTMAN BLK 1001 MAP 50A

(Note: Not to be used on legal documents.)

Property Use Code Sec/Twp/Rng

VACANT (0000) 1-85-11W

Tax District Millage Rate Port St. Joe City (5) 16.0005

Acreage Homestead

0.252

View Map

Owner Information

Primary Owner PITTMAN AMOS JR 121 ROBBINS AVE PORT ST JOE, FL 32456

Land Information

Land Use		Number of Units	Unit Type	Frontage	Depth
540007 - CITY OF ST JOE NORTH		1	<u>LT</u>	50	110
540007 - CITY OF ST JOE NORTH	,	1	LT	50	110

Sales

Multi Parce	I Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
N	10/13/2020	\$100	WD	706/438	Unqualified	Vacant	PITTMAN AMOS SR & AMOS JR	PITTMAN AMOS JR
N	9/21/2011	\$7,900	WD	510/927	Unqualified	Vacant	PITTMAN AMOS SR	PITTMAN AMOS SR & AMOS JR
N	2/12/2009	\$100	WD	470/825	Unqualified	Vacant	PITTMAN AMOS SR	PITTMAN AMOS SR & AMOS JR
Ñ	4/1/1984	\$48,000	N/A	98/907	Qualified	Improved		

Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
Building Value Extra Features Value Land Value Land Agricultural Value Agricultural (Market) Value Just (Market) Value	\$0 \$36,000 \$0 \$0 \$36,000	\$0 \$0 \$36,000 \$0 \$36,000 \$36,000	\$0 \$0 \$32,000 \$0 \$0 \$32,000	\$0 \$0 \$20,000 \$0 \$0 \$20,000
Assessed Value Exempt Value Taxable Value Maximum Save Our Homes Portability	\$11,713 \$0 \$11,713 \$24,287	\$10,648 \$0 \$10,648 \$25,352	\$9,680 \$0 \$9,680 \$22,320	\$8,800 \$0 \$8,800 \$11,200

[&]quot;Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Building Information, Extra Features, Sketches.

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Contact Us

Developed by

Schneider



Overview

Legend

121 ROBBINS AVE

PORT ST JOE, FL 32456

Parcels Roads

Parcel ID

05701-000R 1-8S-11W

Sec/Twp/Rng

Property Address 170 MARTIN LUTHER KING BLVD

PORT ST JOE

District

Brief Tax Description

CITY OF PORT ST. JOE ORIG.

(Note: Not to be used on legal documents)

Date created: 9/28/2023 Last Data Uploaded: 9/28/2023 8:12:22 AM

Developed by Schneider

Class

Acreage

VACANT

0.252



May 25, 2023

Northwest Florida Water Management District Attn: John B. Crowe, CFM, Hydrologist IV 81 Water Management Drive Havana, Florida 32333

RE: Hydrologic Study for Port St. Joe Central Channel, Chicken House Branch and Depot Creek

Dear Mr. Crowe,

We are pleased to present our scope and fee proposal for the development of a scalable, dynamic hydrologic and hydraulic model for the simulation of the Central Channel, Chicken House Branch, Depot Creek and adjacent areas in Port St. Joe that will support immediate and future needs for stormwater master planning and hydraulic design to make informed decisions for improving water quantity and water quality while supporting comprehensive planning and redevelopment.

The following scope is proposed in two phases, Phase 1 concentrates on the Central Channel and Depot Creek, while Phase 2, builds upon the Phase 1 scope to include lateral stormwater connections to the Central Channel.

Phase 1 - Task 1 Baseline Model Development: ICPR, a dynamic rainfall runoff model capable of simulating overland and piped flow using both 1D and 2D solutions is proposed using rain-on-grid methods. The model of the Central Channel (detailed approach), Chicken House Branch (detailed approach) and Depot Creek (limited detail approach) will be approximately 5 miles long as illustrated in Figure 1. The overland 2D area will extend beyond the Central Channel and Depot Creek basins and flow will be assumed as overland flow that will deliver flows to the channel, however, the model will be developed to allow underground lateral structures flowing to the channel to be incorporated during Phase 2 as an enhancement for a more comprehensive stormwater assessment

Dewberry will model the geometry of the Central Channel and Chicken

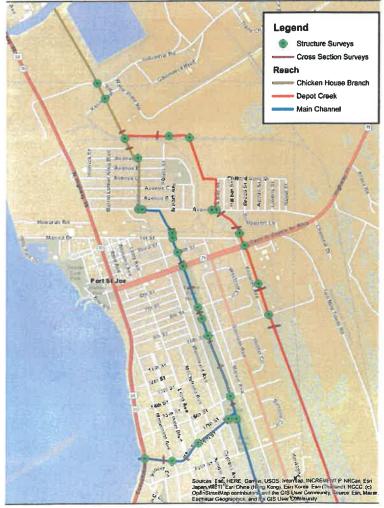


Figure 1 Model Extent and Survey Scope

House Branch using survey grade cross sections and culvert survey collected as illustrated in Figure 1. For Depot Creek. LiDAR data will be used to model channel sections and limited detail culvert surveys will be collected as illustrated in Figure 1. As-built plans for the Battles Street Stormwater Project to be provided by the City will be utilized to model this section of the stormwater system. Field reconnaissance will be performed to assess the condition of this system to include the presence of debris and sediment where easily visible. Survey will be performed for the culvert located between 8th Street and 10th Streets which was identified as failing in the Port St. Joe Stormwater Master Plan. When collecting survey, numerous photographs will be taken of cross sections and culverts to enable vegetation and culvert conditions to be noted.

A total of 9 baseline simulations will be performed that can be used for comparison with proposed project alternatives:

- Storm Surge Considerations: Observed boundary conditions for a major surge event will be applied to the model to enable the surge propagation through the system to be assessed. (2 simulations).
 - Surge Condition A: We would propose to model Hurricane Michael (October 2018) as the surge event, as this presents the largest storm surge in recent years and has available data from the LSU CERA ADCIRC model to accurately quantify the surge hydrograph for this area.
 - Surge Condition B: We would propose to model the 25-year storm surge event. The storm surge hydrograph could be determined by evaluating the 25-year storm surge elevation and find the best representative storm from the JPM-OS storm suite used for the FEMA coastal Flood Insurance Study.
- Pluvial Flooding Considerations: 10-, 25- and 100-year 24-hour precipitation events will be applied to the ICPR model using a direct rain-on-grid approach. Each precipitation event will be run using tidal signals predicted by NOAA. This will enable the impact of rainfall on the system to be assessed including the impacts of compound flooding whereby both a small tidal range (approximately 1ft) and a larger tidal range (approximately 2ft) will be simulated. (ie 6 total baseline simulations).
- Water Quality Considerations: A 1-month continuous simulation using tidal boundaries at each
 end of the model will be developed to assess the circulation of water within the Central Channel
 and enable improvements such as culvert upgrades and reconnection of pipes to be assessed to
 determine whether circulation can be improved. This boundary will also be derived from the
 NOAA tidal predictions (1 continuous simulation).



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Phase 1 - Task 2 - Assessment of Alternatives: The ICPR model will be used to assess a variety of project alternatives to improve drainage and water quality including:

- 1. The rehabilitation of the failing culvert between 8th and 10th street and the regrading of the channel between 71st and 8th street to drain more effectively.
- 2. Improvement to the channel between Avenue F and the railroad to the north leading out to Chicken House Branch to improve drainage
- 3. The creation of wetlands or greenspace adjacent to the Central Channel, Chicken House Branch or Depot Creek for potential detention
- 4. The widening and excavation of portions of the Central Channel or Chicken House Branch
- 5. The implementation of baffles and or tidal check valves on Patton Bayou with the goal of relieving severe weather flooding on the central channel. (Note it is recognized that baffles may not be feasible given the size required and real estate constraints).
- 6. Modifications including back flow prevention or conveyance improvements between the Main Channel and Depot Creek

Upon completion of Phase 1, Tasks 1 and 2, Dewberry will produce a summary report with recommendations including the next steps required for pre-construction design including real estate considerations and potential permit requirements. Dewberry will also provide recommendations for potential grant opportunities that could help fund detailed design and construction.

Additionally, Dewberry will facilitate up to two in person stakeholder meetings with local officials and stakeholders (as requested by NWFWMD) either at Port St. Joe or the NWFWMD offices in Havana, FL. This will include developing PowerPoint presentations to illustrate the scope and project results and recommendations.



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Phase 2 – Level of Service
Assessment of Lateral Stormwater
Connections to the Central Channel,
Baseline Model Development: To
perform a more comprehensive
stormwater assessment, lateral pipe
connections as identified in Figure 2
will be added to the ICPR model to
enable the level of service to be
approximated (ie the modeled storm at
which the structure surcharges the
subsurface system causing flooding).
This includes lateral structures
adjacent to Battles Street.

Dewberry will model these lateral connections utilizing the structure inventory from the Port St. Joe Stormwater Master Plan which identifies the connectivity and size of stormwater pipes. To supplement this information, measure downs will be performed at all manholes to estimate inverts from LiDAR and dimensions will be verified. While performing these measurements, any visible condition deficiencies will be noted to include visible failures, rusting and debris blockages. Pluvial flood events will be simulated for Phase 2. To refine the pluvial flood conditions modeled during Phase 1 and allow the level of service to be more accurately determined, 2-

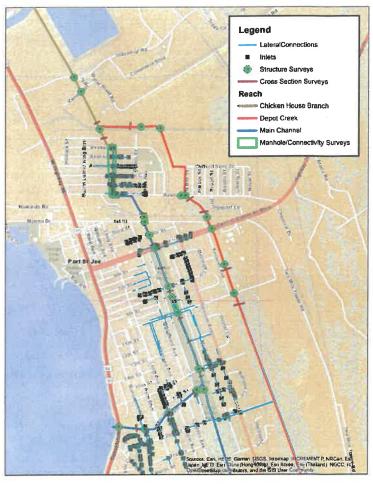


Figure 2 Phase 2 model extent with lateral pipes

year

and 5-year 24-hour storms will be added to those storms already simulated during Phase 1.

The level of service will be determined for all pipe segments and in conjunction with any noted deficiencies, structures will be ranked to allow a prioritized list of structures for rehabilitation and replacement to be developed. For up to 20 pipe sections, concepts will be modeled to improve the level of service and potentially correct condition deficiencies. Potential projects to be simulated can include daylighting of pipes (i.e. replace with open channels), cured in place rehabilitation (ie cured in place plastic liners, spincast, etc.), or open trench replacement. Prior to modeling solutions, Dewberry will facilitate a charette with local officials to identify preferred solutions and refine the list of priorities.



Mr. John Crowe Hydrologic Study for Port St. Joe Central Channel May 25, 2023

Cost Estimate

Phase 1

- \$155,000 including all direct costs.

Phase 2

- \$120,000 including all direct costs

Total (Phases 1 and 2) - \$275,000 including all direct costs

Schedule

Dewberry proposes to perform this scope of work within 12 months of notice to proceed.

Anticipated Next Steps

The purpose of this study will be to determine the feasibility of the project alternatives identified in the stormwater master plan through quantification of hydraulic impacts that will enable them to move to detailed design and construction. With these issues improved, further improvements such as greenspace, parks and redevelopment of blighted areas will then be able to proceed with improved resilience and quality.

Please do not hesitate to contact us with questions regarding this proposal.

Sincerely,

Joshua Baxley, P.E.

Associate

Sam Crampton, P.E., CFM

mugh_

Vice President



Page 5 of 5

ORDINANCE NO.: 608

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA ADOPTING FEES RELATING TO THE CITY'S UTILITIES MORE SPECIFICALLY A CONVENIENCE FEE FOR CREDIT CARD TRANSACTIONS; A FEE FOR SERVICE CALLS; AND A FEE FOR HYDRANT RENTALS; PROVIDING FOR REPEAL OF ALL ORIDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida provides numerous facilities and programs for the benefit of the public; and

WHEREAS, these programs and facilities require considerable expenditure of public funds; and

WHEREAS, it is appropriate for the actual users of these facilities and programs to bear a portion of the costs thereof; and

WHEREAS, the fees herein adopted are related to utilities and therefore must comply with the notice procedures required in Chapter 180.136 Florida Statutes; and

WHEREAS, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt the fees enumerated below relating to utilities; and

NOW THEREFORE, be it enacted by the people of the City of Port St. Joe, Florida, as follows:

- 1. The City Commission hereby adopts the Convenience Fee for credit card transactions, the Service Fee for service calls, and the Fee for Hydrant Rental as contained in the attached Exhibit "A" which is made a part hereof.
- 2. REPEAL. All ordinances and resolutions in conflict herewith are hereby repealed.
- 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

4.	EFFECTIVE DATE.	This	Ordinance	shall	take	effect	upon	adoption
	pursuant to Florida lav	W.						-

THIS ORDINANCE ADOPTED this _	day of, 2023.
	BOARD OF CITY COMMISSIONERS PORT ST. JOE, FLORIDA
	REX BUZZETT MAYOR-COMMISSSIONER
ATTEST:	
CHARLOTTE M. PIERCE	
CITY CLERK	
Approved as to form:	
Clinton T. McCahill, City Attorney	

Utility User Fees Exhibit (A)

- Convenience Fee- 3% for all Credit Card Transactions.
- Service Fee- \$50 for all calls for service after 5:00 P.M. M-F, Weekends, and Holidays observed by the City.
- Hydrant Rental Fee- \$500 Deposit, \$200 Flat Rate Fee, Plus gallons used per location.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT REGARDING GULF COUNTY SUPPORT AND ASSISTANCE TO CITY OF PORT ST. JOE IN EXPANSION OF PUBLIC SOLID WASTE SYSTEM

November 16, 2022

This Memorandum of Understanding and Agreement is to establish a structure, agreement and process for support and assistance for the expansion of the City of Port St. Joe public solid waste system by acquiring the private solid waste system known as ESAD Enterprises, Inc., "ESAD" and extending its services to the Gulf County line terminating at CR 386 bordering with Bay County, Florida and is entered into by and between the CITY OF PORT ST. JOE, a Florida municipal corporation ("City"), having an address of 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456, and GULF COUNTY, duly organized under the laws of the State of Florida ("County"), having an address of 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456.

WHEREAS, the County and City each own real property or other physical assets in or around the areas of Gulf County, Florida (the "Region") and have mutual interests in exploring opportunities and securing additional public health and safety for its residents and continually improving the quality of life for its citizens and visitors which include to promote economic development and public health and safety through possible expansion and further development of existing public utilities including but not limited to the City of Port St. Joe solid waste system and customer accessibility within the Region; and

WHEREAS, the County is supportive of the City to acquire the private solid waste system currently owned by ESAD; and

WHEREAS, the City desires to acquire ESAD contingent upon the County's obligations contained in this Agreement; and

WHEREAS, the County and City understand the potential benefit of working collaboratively to explore and secure the available assets and provide the County's professional experience in order to maximize the economic development opportunities and increased public health and safety in the Region with the City's expansion of its existing solid waste system; and

WHEREAS, the County has previously entered into a similar agreements and cooperative efforts with the City and, believes that supplementing those other current efforts will assist in the goal of maximizing the public health and safety and further economic development opportunities within the Region; and

WHEREAS, the Gulf County Board of County Commission ("Commission") seeks to continue its long history of support and assistance for the development of the Region through its cooperative efforts of public investment through the City of Port St. Joe for the future growth and promotion of an expansion of the solid waste system, and

WHEREAS, the City Commission recognizes the continuing emergence of the County_through its efforts in promotion, marketing and development that serve as the primary catalyst to the future enhanced quality of life, public health and safety and thereby increased business and job growth in the City and Gulf County, and

EX: C 51

WHEREAS, the County and City have both met in open public meetings duly noticed during which an affirmative vote was taken to authorize the designated elected officials stated herein to execute this Memorandum of Understanding on behalf of both the County and City, and

WHEREAS, the Commission recognizes the unique and abundant opportunities that will be created for this and future generations from the success that is accomplished in collaboration and cooperation with the City in expanding the current solid waste system and taking both private systems and septic systems off line within the Region.

NOW, THEREFORE, in consideration of the foregoing promises and mutual understandings of the parties, the County and City agree as follows:

1. The County hereby agrees that under this Agreement the County shall support and perform its conditions upon the City executing its Agreement with ESAD Enterprises, Inc., for the purchase of its solid waste sewer system and if that Agreement should terminate so would this Agreement. The County further agrees that it shall convey the necessary perpetual easements for solid waste service access for Beacon Hill area (also known as Integras) as for the City to own and operate the Beacon Hill area sewer system.

2. County support County agrees herein to provide

- a. Funding support that includes the financial commitment of \$750,000.00 (seven hundred and fifty thousand dollars), which represents (1) \$500,000.00 (five hundred thousand dollars) exclusively toward the acquisition and purchase of the private system known as ESAD; and (2) up to \$250,000.00 (two hundred and fifty thousand dollars) towards improvements and upgrades and repairs to the existing system. The \$500,000.00 consideration from the County shall be provided on the closing of the City's purchase of the ESAD system and that the City's purchase of the ESAD system is contingent upon the County providing the \$500,000.00 commitment towards the City's purchase of ESAD. The County will provide the City with the funding of up to \$250,000.00 for improvements upon the City and ESAD concluding the purchase agreement between them for the City's purchase of the ESAD system. The County agrees that the City's agreement to purchase the ESAD system is contingent upon this agreed upon funding for upgrades and repairs of the proposed City system and expansion after its acquisition of the subject system. The City agrees that upon funding from the County, the City shall fully cooperate with County officials for all grant requirements in seeking reimbursement to the County for the pledged funding.
- b. The County agrees to execute and convey those necessary perpetual easements for expansion and extension of the current City of Port St. Joe solid waste treatment lines across County property to access the necessary lift station required for the City to expand its solid waste service area to the Bay County line. The process for conveyance of these perpetual easements shall commence immediately upon the City's and ESAD fully executing the waste system purchase agreement. The identified parcel required from the County to convey easement access is attached as Exhibit "A" and said easements with final legal descriptions shall be prepared and delivered by Gulf County following the contract execution between the City and ESAD.
- c. The County agrees to this pledge and funding support conditioned on the City of Port St. Joe executing a purchase agreement on or before November 30, 2022 with ESAD and thereafter purchase and acquisition of the system on or before September 30, 2023.

3. <u>Notice</u> Any notice required or permitted to be given hereunder shall be in writing. Notice shall be effective upon delivery by electronic transmission, mail, facsimile, express courier, or other appropriate means to the following addresses of the parties hereto:

To City of Port St. Joe:

Jim Anderson, City Manager

City of Port St. Joe

305 Cecil G. Costin, Sr. Blvd. Port St. Joe, Florida 32456 Email: janderson@psj.fl.gov

With a copy to:

Clinton T. McCahill 817 Marvin Avenue Port St. Joe, Florida 32456

Email: mccahilllaw@fairpoint.net

To County:

Gulf County Board of County Commission c/o County Administrator Michael Hammond

1000 Cecil G. Costin, Sr. Blvd

Port St. Joe, Fl. 32456

Email: mhammond@gulfcounty-fl.gov

With a copy to:

Jeremy T.M. Novak, Esq.

402 Reid Avenue

Port St. Joe, Florida 32456 Email: jnovak@gulfcounty-fl.gov

- 4. <u>Amendments</u>. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective permitted successors or assigns, or as otherwise provided herein.
- 5. <u>Limited Purpose</u> Entry into this Agreement between the parties shall not result in any commitment or obligation on the part of either party to enter into any future transaction or business relationship other than as set forth in a written agreement signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATED this 29

day of November, 2022.

CITY OF PORT ST. JOE

a Florida municipal corporation

Well a tille

Charlotte Pierce, Clerk

Clinton T. McCahill FL BAR NO. 73482

260 Marina Dr. Ste A

Port St. Joe, Florida 32456 ATTORNEY FOR CITY OF PORT ST. JOE

GULF COUNTY, FLORIDA

Sandy Quinn, Chairman

Rebecca L. Norris, Clerk Gulf County, Florida

FLORIOR

Jeremy T.M. Novak

FL BAR NO. 44698

Novak Law Group, PLLC

402 Reid Avenue

Port City of St. Joe, FL 32456

ATTORNEY FOR GULF COUNTY

Current City Projects 10/17/23

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

•	10/3/23 Staff meet with Southeast Pipe in reference to a quote to camera the 20 th Street Stormwater Pipe.

RFQ # 2023-02 Professional Grant Writing Firm City Commission Conference Room August 18, 2023, at 3:05 P.M.

VENDOR
Grantscribe
Fred Fox Enterprises, Inc. Wheeler Emergency Consulting OVID Solutions
Wheeler Emergency Consulting
OVID Solutions
* Staff Recommendation - Fred Fox Enterprises, INC

Jim Anderson

From:

Darryl Boudreau < Darryl.Boudreau@nwfwater.com>

Sent:

Wednesday, October 4, 2023 6:32 PM

To:

Jessica Graham; Jim Anderson; Michael Lacour

Cc:

Jerrick Saguibal

Subject:

ACOE Draft proposal - please review

Attachments:

CAP Pilot Letter of Intent PSJ draft V1.docx; CAP Pilot Port St. Joe Project Proposal Draft

V2.docx

Importance:

High

Howdy y'all, please see a draft application for the ACOE Pilot proposal. As a reminder, 20 projects will be selected nationwide and those projects will be conducted entirely by the ACOE in close coordination with the project sponsor. ACOE would do all the work up to \$15M dollars. The application requires a Letter of Intent and a project application. Both documents are attached. The ACOE has agreed to review the draft and offer comments so please review when you can and provide me with you edits so I can send on to get their review. The proposals are due October 20 so hope to get to ACOE for review this week.

If you have any questions please let me know and thank you!

Thank you very much and if I can assist you in any way please let me know.

Darryl
Darryl Boudreau
Northwest Florida Water Management District
Cell: 850-207-4477

SPONSOR LETTERHEAD

Jim Anderson, City Manager City of Port St. Joe P.O. Box 278 Port St. Joe, FL 32457

Colonel Jeremy J. Chapman, District Commander U.S. Army Engineer Corps of Engineers, Mobile District ATTN: P.O. Box 2288
Mobile, AL 36628

Dear Colonel Chapman:

The City of Port St. Joe is requesting assistance from the U.S. Army Corps of Engineers (USACE) for a floodplain restoration project in accordance with Section 165(a) to address the chronic flooding issues in the City of Port St. Joe's North Port St. Joe community, an Environmental Protection Agency (EPA) recognized historically underserved Environmental Justice community as defined by Section 160 of WRDA 2020.

Over the past several years the City has been working with the North Port St. Joe community to address the chronic flooding issues impacting the community. The vision is to restore the historic floodplain areas to the greatest extent practical and create a central stormwater wetland park greenway that connects the North Port St. Joe community with the rest of the city. Both the community and the city have been working with multiple partners including the St. Andrew and St. Joseph Bays Estuary Program, The Nature Conservancy, the University of Florida, and the Northwest Florida Water Management District to pursue funding to address the stormwater issues as well as help address the chronic issues facing the North Port St. Joe community.

To date, the partnership has received multiple grants including:

- three EPA Environmental Justice grants awarded in 2022 to the community (Pioneer Bay Community Development Corporation) to help advance environmental justice, spur economic revitalization, and create jobs by addressing contaminated, polluted, or hazardous brownfield properties in the Port St. Joe community (see: https://www.epa.gov/newsreleases/epa-presents-pioneer-bay-community-development-corporation-funding-assist-cleanup-and);
- a National Academy of Sciences grant awarded to a team led by the University of Florida to fund the development of flood reduction strategies based on nature-based solutions (NBS) (see: https://www.nationalacademies.org/our-work/in-times-of-crisis-stories-from-the-gulf-of-mexico); and
- the City of Port St. Joe has just received a NOAA Coastal Habitat Restoration and Resilience Grant for Tribes and Underserved Communities to fund a Hydrologic and

Hydraulic (H&H) study that will help understand the interactions between the multiple surface water systems entering the city including Chicken House Branch, Depot Creek, and a direct connection to the Bay.

The goal of this request is to leverage the work that has been accomplished thus far by these projects and develop/implement a nature-based stormwater wetland park system that will address the chronic flooding issues in the North Port St. Joe community and other areas in the rest of the city and create a central stormwater wetland park that unites the entire city.

The City of Port St. Joe intends to serve as the sponsor for the project. We are aware that the project would be 100% Federally funded and that the total project cost is limited to the sum of the statutory per project Federal participation limit for the CAP Section identified for this project plus the amount the non-Federal interest world normally provide as its cost share.

The City of Port St. Joe understands and agrees to:

- Provide 100 percent of the costs for long-term operation and maintenance of the constructed project.
- Provide all required lands, easements, rights-of-way, relocations, and disposal areas (LERRDs) required for the project. (appropriate costs are reimbursable)
- Perform and pay for all costs associated with any required hazardous, toxic, and radioactive wastes (HTRW) cleanup and response in, on, or under any real property interest required for the project.
- Hold and save the United States free from all damages arising from the project that are not due to the fault or negligence of the United States or its contractors.

We are committed to this project and are willing, able and would be financially prepared to participate in the feasibility study. We look forward to executing a cost-sharing agreement for the study at the appropriate time in the process. Thank you for your assistance with this much needed project. Please contact [SPONSOR'S POINT OF CONTACT] for further information or assistance.

Jim Anderson, City Manager City of North Port St. Joe, Florida

North Port St. Joe, FL Floodplain Restoration Project

- **1. Name, location, and description of the proposed project**: The *North Port St. Joe (Milltown), FL Floodplain Restoration Project* is designed to provide critical flooding relief for the residents of the North Port St. Joe Community (NPSJ) and surrounding areas in Gulf County Florida. The vision is to restore the historic floodplain areas to the greatest extent practical and create a central stormwater wetland park greenway that runs through the entire city.
- 2. Description of the Economically Disadvantaged Community: The community of North Port St. Joe, FL is an economically disadvantaged community as defined by Section 160 of WRDA 2020 (https://screeningtool.geoplatform.gov/en/#13.58/30.14949/-85.61296). The North Port St. Joe community exceeds the threshold criteria in three areas and exceeds two categories. One hundred percent of the tract is considered disadvantaged, and thirty-three percent of the population falls 200% below the Federal poverty line. The community is in the 98th percentile for expected building loss rate (Natural Hazards Risk Index) and is in the 95th percentile for share of properties at risk of flood in 30 years.

Specific Tract information:

Number: 12045960200

County: Gulf County

State: Florida

Population: 3,797

3. A narrative description of the economically disadvantaged community that will be benefited by the proposed project: (Source: North Port St. Joe Master Plan dated June 2009 see: http://www.psjra.com/file/Redevelopment/NPSJ%20Master%20Plan%202Final%20Document%206-09.pdf)

The NPSJ community is an historically African American community within the boundaries of the coastal City of Port St Joe, Florida. The population of the City of Port St. Joe and North Port St. Joe, particularly, has experienced drastic shifts over its storied history caused by natural disasters and economic realignment. St. Joseph, Florida, founded in 1835, was once a boomtown, credited with hosting the first Constitutional Convention for Florida, leading to statehood and having one of the finest natural harbors on the Gulf Coast of the United States. The port and railroads access connected St. Joseph with the Apalachicola River which facilitated trade in cotton and lumber goods being shipped down the river to the port of Apalachicola. By 1837 St. Joseph had become the most populous place in the Territory of Florida, with approximately 6,000 inhabitants.

The first population shift occurred in 1841 when a ship brought yellow fever to St. Joseph, killing many of the town's inhabitants and causing a mass exodus. A second shift occurred when a hurricane in 1843 created a large storm surge, destroying the abandoned town. The area remained uninhabited for the rest of the 19th century. The third shift in population occurred in 1938, when the St. Joe Paper Company pulp and paper mill was opened. An industry leader in the manufacture of corrugated cardboard boxes, the St. Joe Paper Company and mill profited from the industrial and war effort needs of World War II. By 1954 it was the major employer in the area, producing 1,200 tons of product daily; making it one of the largest mills in the world at that time. In 1996 St. Joe Company sold the mill and the container plants to Florida Coastal Paper. Florida Coastal Paper operated the plant intermittently through 1997, declaring bankruptcy in 1999.

The closing of the mill had a significant impact upon the City of Port St. Joe and its residents. The North Port St. Joe community was significantly impacted through the loss of jobs at the mill, mill facilities and associated industries which were the largest employers of residents of North Port St. Joe. The closing caused significant job loss and greatly reduced household income of the residents North Port St. Joe. Additionally, the population decreased 28% due to out-migration of younger residents who left the area in search of new jobs. This also caused an increase in the median age of the population. The Finding of Necessity Report City – 2006 Expansion Area stated that 55% of the residents were 65 or older.

4. A description of the non-Federal interest for the proposed project: Over the past several years the City has been working with the NPSJ community to address the chronic flooding issues impacting the community. The vision is to restore the historic floodplain areas to the greatest extent practical and create a central stormwater wetland park greenway that connects the NPSJ community with the rest of the city. Both the community and the city have been working with multiple partners including the St. Andrew and St. Joseph Bays Estuary Program, The Nature Conservancy, the University of Florida, and the Northwest Florida Water Management District to pursue funding to achieve the vision.

To date, the partnership has worked together to assist Port St. Joe and the NPSJ community on multiple efforts to advance the vision including:

Beginning in 2020, The Nature Conservancy (TNC) partnered with the Northwest Florida Water Management District (District) and the St. Andrew and St. Joseph Bays Estuary Program (SASJBEP) to implement a National Fish and Wildlife Foundation (NFWF) — funded project called Scaling Up Nature-Based Solutions or SUNS (see: https://www.nature.org/en-us/about-us/where-we-work/priority-landscapes/gulf-of-mexico/stories-in-the-gulf-of-mexico/suns-climate-solutions/). The goal of SUNS was to work with county and city representatives in the coastal communities impacted by Hurricane Michael (Bay, Gulf and Franklin counties and the cities/towns within that area) to identify and promote nature-based solutions (NBS) that would improve community resilience while also addressing flooding and sea-level rise, creating habitat, and

promoting economic growth. The SUNS project identified 73 NBS projects, 11 plans or assessments and five connector projects such as linear parks and trails (see: https://app.smartsheet.com/b/publish?EQBCT=3de6a44e345140faa3d923d393962e7b)
This project was one of the priorities for the City of Port St. Joe.

- a National Academy of Sciences grant awarded to a team led by the University of Florida to fund the development of flood reduction strategies based on nature-based solutions (NBS). (see: https://www.nationalacademies.org/our-work/in-times-of-crisis-stories-from-the-gulf-of-mexico); and
- the City of Port St. Joe received a 2023 NOAA Coastal Habitat Restoration and Resilience
 Grant for Tribes and Underserved Communities to fund a Hydrologic and Hydraulic
 (H&H) study that will help understand the interactions between the multiple surface
 water systems entering the city including Chicken House Branch, Depot Creek, and a
 direct connection to the Bay. TNC is contributing \$25k to this project to help fund the
 study and facilitate community involvement.

5. Description of the need for the proposed project and what the project would provide

to the disadvantaged community: The Conserving and Restoring America the Beautiful Report, issued in May 2021 consistent with the President's Executive Order 14008, highlighted a need for Federal agencies to place a greater focus on supporting nature-deprived communities that have disproportionately less access to nature's public health and climate benefits, including the benefits that nature can provide in mitigating extreme heat and flooding. The report noted that the burdens associated with a lack of access to nature do not fall evenly on all people, and that an estimated 100 million Americans do not have an accessible park within a ten-minute walk of their homes.

Chicken House Branch is a primary floodwater conveyance system for the City of Port St. Joe, running parallel to the coast for over 2 miles before draining into St. Joseph Bay at the North and South ends of the city. Within the city of Port St. Joe, the portion of the branch within the NPSJ community is channelized into a sub-surface culvert which begins at the northernmost portion of the NPSJ community and ends just south of the NPSJ community. This portion of Chicken House Branch was filled in/culverted to create housing for the paper mill workers decades ago. Over the years the NPSJ community has seen extensive land subsidence which, in turn, has made multiple houses in the neighborhood uninhabitable. This flooding and land subsidence have been an important factor in limiting NPSJ's ability to be resilient to natural and anthropogenic impacts.

Once Chicken House Branch exits the culvert on the south side of the NPSJ community it flows through a man-made channel and into Buck Griffith Lake, which then flows east in the St. Joseph Bay. This portion of Chicken House Branch is buffered by open greenspace and recreational areas including baseball fields and a disc golf course. This project would enable the NPSJ community to relocate the homes built over the old channel and floodplain of Chicken House Branch, daylight Chicken House Branch and restore the floodplain. A daylighted Chicken House Branch could then become a community asset and significantly reduce the community's flooding issues as well as become a recreational feature for the community. In addition, this project would facilitate the creation of a central stormwater wetland greenway that would connect the North Port St. Joe community with the rest of the city which would help strengthen the economic and social connection between the underserved community and the rest of the city.

6. Include a map of the project area, if available. The images below show the community looking south where Chicken House Branch enters the culvert under the community and an example of one of the homes subsiding. Additional drone footage of the area can be found here:

https://photos.google.com/share/AF1QipPaGLfgYMeD5XK0OcFaA90ovQQ4jP9V5IfR0DRo6EmbD-

g2aadtztGQF1Y5V5vkuw/photo/AF1QipPNstz9oGTIqoghlQ77nruEzS9djhXznPFNaAOY?key=ZzdSek14SzYyU1VRVk1mRVUtN0NvSENSMzVOR1F3





Example of Home subsiding:



Example of Chicken House Branch south side of the North Port St. Joe community:



Chicken House Branch entering Buck Griffith Lake:



Buck Griffith Lake outfall to St. Joseph Bay:



- 7. A letter of intent (LOI) to partner with the U.S. Army in conducting a study, completing a design, constructing the project. The LOI must include a statement that the non-Federal interest understands and agrees to:
 - Provide 100 percent of the costs for long-term operation and maintenance of the constructed project.
 - Provide all required lands, easements, rights-of-way, relocations, and disposal areas (LERRDs) required for the project appropriate costs are reimbursable.
 - Perform and pay for all costs associated with any required hazardous, toxic, and radioactive wastes (HTRW) cleanup and response in, on, or under any real
 - property interest required for the project.
 - Hold and save the United States free from all damages arising from the project that are not due to the fault or negligence of the United States or its contractors.



C.W. Roberts Contracting, Inc. CUC1225175 CGC1505785

(Signature)

Tallahassee Corporate Office 3372 Capital Circle NE

Tallahassee, FL 32308 Phone: 850-385-5060 Fax: 850-385-5605

Panama City Office 1603 Bay Avenue Panama City, FL 32405

Phone: 850-769-6640 Fax: 850-769-7775 Tallahassee Operations Office

22574 NE SR 20 Hosford, FL 32334 Phone: 850-379-8116 Fax: 850-379-8188

Wildwood Office

4208 Highway 124-A Wildwood, FL 34785 Phone: 352-330-2540 Fax: 352-330-2609 Freeport Office

160 Industrial Park Road Freeport, FL 32439 Phone: 850-835-3500 Fax: 850-835-3519

Plant City Office

2102 Jim Johnson Road Plant City, FL 33566 Phone: 813-756-2009 Fax: 813-659-3787

PROPOSAL AND CONTRACT

October PC2315					
То:	John Grantland City of Port St. Joe	Phone: Email:	N/A igrantland	@psj.fl.gov	
all labor,	berts Contracting, Inc., Panama City Division, herei materials and equipment required for the performa on with construction of improvements of the City of	nce of the following descri	bed work in	nish	
<u>Item</u>	Description	Qty	<u>Unit</u>	Unit Price	<u>Total</u>
1	MOBILIZATION		1 LS	\$5,107.55	\$5,107.55
2	MOT		1 LS	\$3,883.03	\$3,883.03
3	TESTING		1 LS	\$1,815.00	\$1,815.00
4	DEMO ASPALT		15 SY	\$132.42	\$1,986.30
5	SEWER REPAIRS		1 LS		\$8,551.24
6	8" LIMEROCK		15 SY	\$207.24	\$3,108.60
7	MILL ASPHALT 1.5"		67 SY		\$5,858.48
8	SP9.5 (76-22)		20 TN		\$6,100.80
9	STRIPING		1 LS	\$5,000.00	\$5,000.00
				Total Quotation:	\$41,411.00
	Notations:				
2.) The a will have 4.) Night 5.) We c	ds are not included. above proposal is based on the problem bei e to be priced accordingly. twork and weekend work is not included. annot guarantee adequate drainage if desig above price is for milling and paving 1 12' la	n slopes are equal to o ne 25' each direction fi	or less than rom manho	1%. le	eyond 10'
	going meets with your acceptance, kindly sign and return will constitute the full and complete agreement between		eipt it is unders	tood and the	
This propo	osal expires thirty (30) days from the date hereof, but ma	ay be accepted at any later d	ate at the sole	option of CWR.	
ACCEPTE	ED:	Respectfully	Submitted,		
(Firm Nam	ne)	MI	Hirile		
		C.W. Robert	s Contracting,	Inc.	

October 2, 2023
(Date)

October 2, 2023

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work Is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (I) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.





C.W. Roberts Contracting, Inc. CUC1225175 CGC1505785

Tallahassee Corporate Office

3372 Capital Circle NE Tallahassee, FL 32308 Phone: 850-385-5060 Fax: 850-385-5605

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Freeport Office

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Plant City Office

2102 Jim Johnson Road Plant City, FL 33566 Phone: 813-756-2009 Fax: 813-659-3787

PROPOSAL AND CONTRACT

John Grantland	Phone:	N/A
City of Port St. Joe	Email:	jgrantland@psj.f

connection with construction of improvements of the City of Port St. Joe - Sewer Repairs

<u>ltem</u>	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	<u>Total</u>
1	MOBILIZATION	1 LS		\$5,107.55	\$5,107.55
2	MOT	1 LS		\$3,883.03	\$3,883.03
3	TESTING	1 LS		\$1,815.00	\$1,815.00
4	DEMO ASPALT	15 SY	•	\$132.42	\$1,986.30
5	SEWER REPAIRS	1 LS		\$8,551.24	\$8,551.24
6	8" LIMEROCK	15 SY	1	\$207.24	\$3,108.60
7	MILL ASPHALT 1.5"	67 SY		\$87.44	\$5,858.48
8	SP9.5 (76-22)	20 TN	1	\$305.04	\$6,100.80
9	STRIPING	1 LS		\$5,000.00	\$5,000.00
				Total Quotation:	\$41,411.00

Notations:

- 1.) Bonds are not included.
- 2.) The above proposal is based on the problem being within 10' of existing sewer manhole. Anything beyond 10' will have to be priced accordingly.
- 4.) Nightwork and weekend work is not included.
- 5.) We cannot guarantee adequate drainage if design slopes are equal to or less than 1%.
- 6.) The above price is for milling and paving 1 12' lane 25' each direction from manhole

If the foregoing meets with your acceptance, kindly sign and return this proposal. Upon its' receipt it is understood and the foregoing will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of CWR.

ACCEPTED:	Respectfully Submitted,
	22 D'Haile
(Firm Name)	/ 11/11/11/11
	C.W. Roberts Contracting, Inc
(Signature)	

(Printed Name and Title)	
	October 2, 2023
(Date)	(Date)

October 2, 2023

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (I) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Liberty County, Florida, and you waive any right to jurisdiction and venue in any other place.

In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees and costs.





3523 Williams Street, Patteson, GA 31557-0477 Telephone: (912) 647-2847 www.southeastpipe.com

W	PIPE					
	s a man			Quote #:	Q2:	30210
O 4. T		Date:	Job Nan	101		
Quote To:	lland	October 12, 2023			Water Inspection	an .
John Grant		October 12, 2023	ron St.	ane Storm	water inspection	<u>'U</u>
City of Por		+				
	Costin Sr Blvd	1				
Port St. Joe 850-527-22		+				
igrantland@		+				
<u>jgrantianu(</u>	205].II.gov	1				
Bid Item	Desc	cription	Qty	UOM	Unit Price	Bid Price
10	Mobilization	i i i i i i i i i i i i i i i i i i i	1	LS	\$4,800.00	\$4,800.00
20	Light Clean and CCTV 48"		4000	LF	\$7.50	\$30,000.00
30	Heavy Clean 48" Adder		500	LF	\$16.00	\$8,000.00
40	Pump and Plug		1	LS	\$7,600.00	\$7,600.00
40	Turip and Flug				Ψ1,000.00	\$0.00
						\$0.00
						\$0.00
	Light Class Jose than 250/ fo	Il of dobrio				\$0.00
	Light Clean - less than 25% fu					\$0.00
	Heavy Clean - greater than 25	5% Iuli oi debris				\$0.00
						\$0.00
						\$0.00
					Total:	\$50,400.00
Port St Joe Exclusions:	All Rights of Entry Access to water source Dumpsite for debris removed fro Traffic Control - If more than sig Point Repairs Ground water pumping	om pipe	MATION			
Project Locat						
rojeet Boeat	-					
Is project Fed	erally funded?		s Certified Payroll r		Yes No	
IMPORTANT	IF THIS IS A FEDERALLY FUND	DED PROJECT OR IF PROJEC	T REQUIRES CER	TIFIED PAY	ROLL, PLEASE AT	TTACH COPY OF
Client/Compa	nny Name:					
Billing/Physic	cal Address:					
Billing Rep. N	Name/Phone #/Email:					

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

Date of Acceptance:

Authorized Signature:





Note:

Payment terms – Due upon completion and approved inspections. SPS will NOT be subject to retainage. Our invoices are to be paid in full. This proposal may be withdrawn by SPS if not accepted within (30) days. Any invoices not paid within thirty days from presentation will accrue interest at a rate of 1.5% per month on the unpaid balance. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Payment shall be based on actual field measurements from center of manhole to center of manhole.

- * All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
- * The above prices include one mobilization charge for each crew one time. If additional mobilizations are required due to delays in project by others, SPS will bill accordingly
- * Stand-by time of \$500.00 for CCTV crew and/or \$675.00 for CIPP crew per hour will apply if crew cannot perform work due to delays caused by others or for circumstances beyond our control.

Southeast Pipe Survey, Inc. appreciates the opportunity to quote this project. If you have any questions feel free to call Clay Herrin at 912-647-2847 ext 227.

Please email signed quote to clay@southeastpipe.com or fax to 912-647-2869

*Note: If this project is Federally Funded, all information must be provided to Southeast Pipe Survey, Inc. before work proceeds.





Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

 PHONE (800) ALANJAY (252-6529)
 DIRECT 863-385-9610
 WWW.ALANJAY.COM 49220-1

 Corporate Office Sebring, FL 33870
 MOBILE 904-838-4999
 Mailing Address Sebring, FL 33871-9200

	QUOTE DATE 0/12/2023	QUICK Q	UOTE S	HEET	REVISED QI 10/12/	
REQUESTING AGENCY	PORT ST JOE	E, CITY OF				
CONTACT PERSON	JOHN GRANTLA	ND	EMAIL	JGRANTLAN	D@PSJ.FL.GOV	
PHONE	850-527-2221	MOBILE	THE ST	FAX		
SOURCEWELL (F	ORMERLY N	JPA) CONTRACT#	2024 091521-1	NAF & 06 V	vww.NationalAut	oFleetGroup.com
MODEL	CC20903 1WT				MSRP	\$43,400.00
	24 CHEVY SILVERA UCK	ADO 2500HD REGULAR CAE	2WD 8' BED WOR	RK		
CUSTOMER ID					NJPA PRICE	\$43,208.00
BED LENGTH	8' BED					
** All vehicles will be orde	red white w/ darkest	t interior unless clearly stated	otherwise on purcha	ase order.		
FACTORY OPTIONS			DESCRIPTION			
GAZ	Summit White					\$0.0
H2G	Jet Black, Vinyl sea	at trim				\$0.0
L8T	Engine, 6.6L V8					\$0.0
MKM	Transmission, Allis	son 10-Speed automatic				\$0.0
1WT	OPTIONS Work Tru	uck Preferred Equipment Group				\$0.0
5N5	Rear Camera Kit					\$68.0
8S3	Back-up alarm, 97	decibels				\$133.0
9J4	Bumper, rear, dele	ete				\$0.0
9L3	Spare tire delete					\$0.0
AZ3	Seats, front 40/20	/40 split-bench				\$0.0
C7A	Lowered GVWR, 1	10,000 lbs. (4536 kg)				\$0.0
DLN	Mirrors, outside h	eated power-adjustable, manua	l folding			\$45.0
FE9	Emissions, Federa	l requirements				\$0.0
GT4	Rear axle, 3.73 rat	tio				\$0.0
IOR	Audio system, Che	evrolet Infotainment 3 system				\$0.0
JL1	Trailer brake contr	roller, integrated				\$270.0
K34	Cruise control, ele	ectronic				\$220.0
PYN	Wheels, 17" (43.2	cm) painted steel, Silver				\$0.0
QXT	Tires, LT265/70R1	7E all-terrain, blackwall	140			\$195.0
VK3	License plate kit, f	ront				\$0.0
ZLQ	WT Fleet Convenie	ence Package				\$0.0
ZW9	Pickup bed, delete	<u> </u>				\$0.0
	Capped Fuel Fill					\$0.0
CONTRACT CONTRACT			DECEMBERATION:		FACTORY OPTIONS	\$931.00
CONTRACT OPTIONS		COLLECTED CLISTOMED WILL HA	DESCRIPTION	WORK .		\$0.0
NO-TEMP		EQUESTED, CUSTOMER WILL HAI		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$195.0
CAMERA-GM		ctory ordered camera (REQUIRE		aht Slin & Compl	atad Vahicle Certification)	\$193.0
K 696J		utility body for 56" CA (Includes	ziid stage WSO, Wei	Bire Silp, of Corribi	erea venicie cerunicanum;	\$9,003.0
K CLV-SB	Class V Hitch for S	trailer wiring with 4 prong flat			****	\$210.0
K 7/4 WIRE	Draw bar with 2" i		, .			\$105.0
AJ DB2	DIAW DAI WINEZ	agn, pin, and cop.				φ± 0 3.00

(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.

HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.

(AMBER/WHITE)

F5 MPS62U-4

HD USOB-TB

CONTRACT OPTIONS

\$810.00

\$1,160.00

\$13,055.00





SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

YES WE TAKE TRADE INS ---- ASK ABOUT MUNICIPAL FINANCING ---

\$57,194.00

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY 2

TOTAL COST

\$114,388.00

Estimated Annual payments for 60 months paid in advance: \$12,809.10 Municipal finance for any essential use vehicle, requires lender approval, WAC.

Extended: \$25,618.21

Comments

ORDERED UNIT VIN: [RF240712], [RF240810]

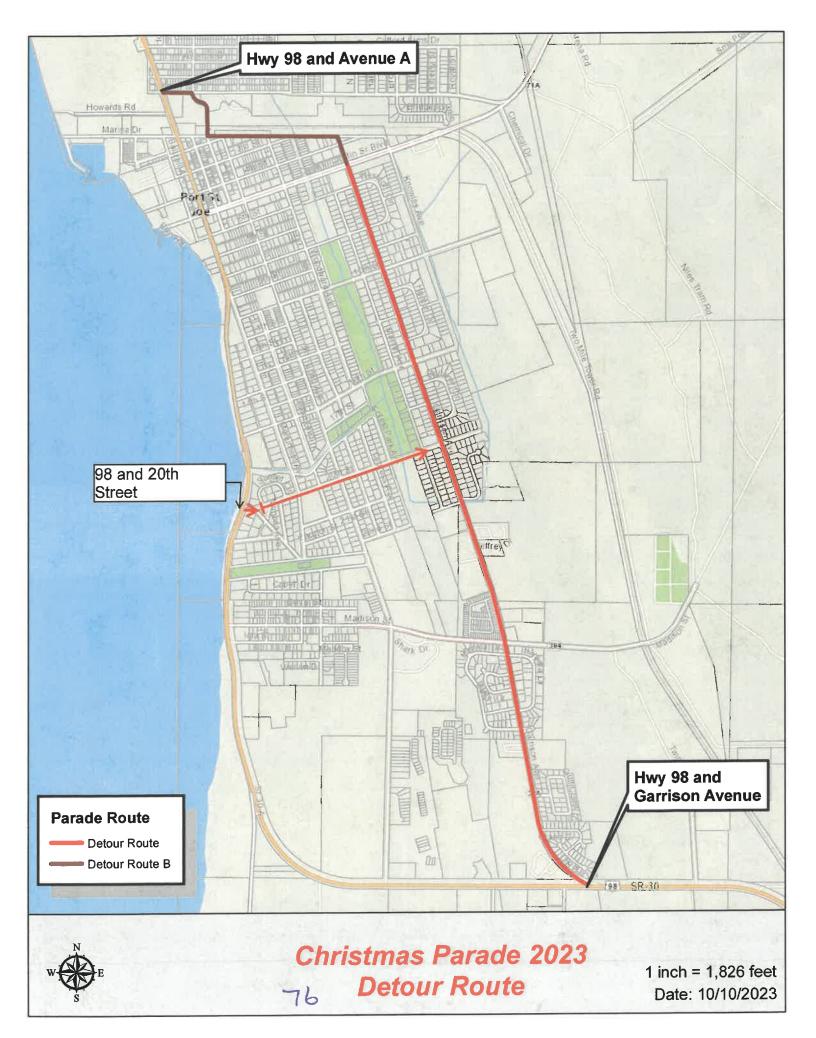
VEHICLE QUOTED BY

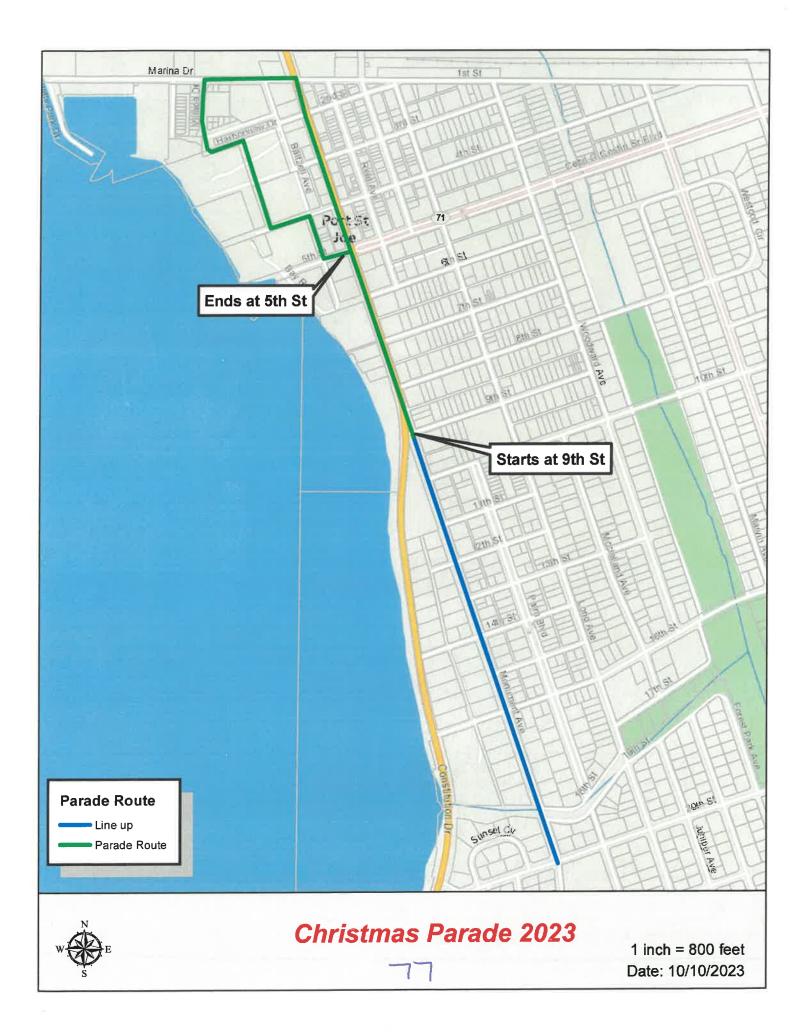
CHRISTY SELF

GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.





Grants Updated- 10/17/23

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

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22. Was not Approved.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22 for Grants thru DEO
NOAA	\$280,000	Stormwater Management (H&H) Study, Approved 4/21/23
FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22. Coastal has completed the design.
Legislative Request 2023	\$1,200,000 \$1,500,000	Field of Dreams- Was not approved Road Paving, both submitted by Clark Smith approved in the 23/24 State Budget
FDOT/SCOP	\$497,055.44	Road Paving from Hwy 98 to MLK on Ave. C & D. Application submitted 3/23. Was not Approved
Legislative Request 2023	\$6,000,000 \$2,000,000 \$50,000,000	Fire/Police Public Safety Facility Road Paving Sewer Plant Rehabilitation