

**November 21, 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

November 21, 2023

**Call to Order**

## **Consent Agenda**

### **Minutes**

- **Regular Meeting 11/7/23** **Pages 1-10**

### **Planning Board Recommendations**

- **Special Exception Request for a Digital Sign** **Pages 11-23**
  - **Pancare of Florida, Inc., 401 Cecil Costin Sr. Blvd., Parcel #04815-000R**

### **City Engineer**

- **Update**

### **City Attorney**

- **Ordinance 608 User Fees** **Pages 24-26**
  - **2<sup>nd</sup> Reading & Adoption**
- **Resolution 2023-13 SRF Application DW230160** **Pages 27-28**  
**Downtown Waterlines Phase II**

## **Old Business**

- **City Projects** **Pages 29-30**

## **New Business**

- **SRF Amendment 3 for DW230111 (Long Ave.)** **Pages 31-39**
- **SRF Amendment 4 for WW230141 (Long Ave)** **Pages 40-48**
- **Workforce House Road Easement** **Pages 49-56**
- **RFQ 2023-03 Madison Street CEI Services**  
**(Handout, bids closed on 11/17/23)**

### **Public Works**

- **Washington Gym Pavilion Sink** **Page 57**
- **RFP 2023-16 Clifford Sims Park Rock FEMA Project**  
**(Handout, bids closed on 11/17/23)**

### **Surface Water Plant**

- **Update**

### **Wastewater Plant**

- **Update**

**Finance Director**

- **FEMA- Update**
- **Grants Reimbursement- Update**

**Code Enforcement**

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

**Pages 58-59**

**Police Department**

- **Update**

**City Clerk**

- **Grants Update**
- **Christmas Parade**
- **Planning Board Membership**

**Pages 60-61**

**Page 62**

**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, November 7, 2023, at Noon.**

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

**CONSENT AGENDA**

**Minutes**

Attorney McCahill read two Form 8B Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry on October 17, 2023, when he abstained from voting on Ordinance 606 Land Development Regulations PUD Amendment and Ordinance 607 Marina Cottages PUD as he has a business relationship with the developer.

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of October 17, 2023, and the Special Meeting of October 30, 2023. All in favor; Motion carried 5-0.

**Planning Board Recommendation**

*Ordinance 606 Land Development Regulations PUD Amendment, Second Reading and Adoption:*

Commissioner Lowry stated that he would be abstaining from the vote as he has a business relationship with Ralph Rish, the applicant making this request. A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 606. All in favor: Motion carried 4-0 with Commissioner Lowry abstaining. Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry on November 7, 2023, is attached at Exhibit A.

Attorney McCahill read Ordinance 606 by Title only.

This is amending the LDR requirements for PUD's in the Downtown Marina area.

*Ordinance 607 Marina Cottages PUD – St. Joe Marina Cottages, LLC, Parcel 04594-030R, First Reading*

Commissioner Lowry stated that he would be abstaining from the vote as he has a business relationship with Ralph Rish, the applicant making this request. A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to have the Second Reading and Adoption of Ordinance 607. All in favor: Motion carried 4-0 with Commissioner Lowry abstaining. Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, as completed by Commissioner Lowry on November 7, 2023, is attached at Exhibit B.

Attorney McCahill read Ordinance 607 by Title only.

This creates the Marina Cottages PUD.

## **City Engineer – Josh Baxley**

### *Beacon Hill Sewer*

Five Low Pressure bores were pulled by BCT last week. North Florida Construction has mobilized and is working on water and gas locates.

### *Downtown Water Line Replacement Phase I*

Monolith has mobilized and is working on the material inventory. Currently, they are waiting on locates to come back before commencing digging. The plan is to begin in the alley between 98 and Reid Avenue.

### *Madison Street SCOP Grant*

The Notice of Award and Agreement have been provided to the City. We are currently waiting on the CEI Services prior to the Pre-construction meeting.

### *Allen Memorial SCOP Gant – Task Order*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the Task Order to Dewberry in the amount of \$44,262.90. All in favor; Motion carried 5-0.

### *Wastewater Sprayfield Zone 3 Expansion*

Dewberry is currently waiting on the survey field work.

### *HMGP Grant - Elevation of 12 Lift Stations*

Survey work began yesterday on this project. Field measurements have been completed.

### *City Complex Conceptual Design*

This project is in the design phase.

### *10<sup>th</sup> Street Sports Complex Task Order*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to approve the Task Order to Dewberry not to exceed \$10,000. All in favor; Motion carried 5-0. This is in preparation for a Master and Feasibility Plan.

### *2<sup>nd</sup> Street Parking Conceptual Design*

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to accept Option 1 which includes keeping the trees. All in favor; Motion carried 5-0.

## **City Attorney**

### *Resolution 2023-12 SRF Lead and Copper Funding Application*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approve the application for Project LS-23017. All in favor; Motion carried 5-0.

## **Old Business**

### *City Projects*

Mr. Anderson shared that Amendment 1, reducing the Scope of Work for the Centennial Building, was approved by the State Historic Preservation Office and a Notice to Proceed may be given.

### *Legislative Request for Workforce Housing Access Road*

A Motion was made by Commissioner Langston, second by Commissioner Kerigan, to submit a Legislative Request for a Workforce Housing Access Road. All in favor; Motion carried 5-0.

## **New Business**

### *Change Order #2 CDBG-DR*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approve the Change Order in the amount of \$26,030.32 for camera work of the Sewer Video Inspection. All in favor; Motion carried 5-0.

### *Career Source Gulf Coast Request*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to grant the request of \$5,500 to provide workers for the Washington Gym to be open 14 hours per week and an additional 12 hours per week for Spring Break and Christmas holidays. All in favor; Motion carried 5-0.

### *Road Paving, Monument Avenue – Mayor Buzzett*

Mayor Buzzett requested that the City go out for bids to repair Monument Avenue from 19<sup>th</sup> Street to Allen Memorial Way due to the damage done by Hurricane Michael. A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to request bids for this project. All in favor; Motion carried 5-0.

### *Centennial Building Acoustics – Mayor Buzzett*

Mayor Buzzett noted the conditions of the acoustics in the Centennial Building and asked that an RFQ be advertised to improve the acoustics. A Motion was made by Commissioner Langston, second by Commissioner Lowry, to advertise and RFQ for this project. All in favor; Motion carried 5-0.

## **Public Works – John Grantland**

### *Twentieth Street Stormwater Pipe Inspection Quote*

Due to the cost of the quote, Commissioner Hoffman suggested that we budget this item for next year as there have not been repeated issues with the pipe. Consensus of the Commission was to budget this item for next year.

### *Clifford Sims Park Access Ramp*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to reduce the scope of work on the left side of the Gazebo in reference to the ramp since ADA compliance will not be met with the ramp on the right side. All in favor; Motion carried 5-0.

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

### *Request to purchase Truck on State Contract*

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to approve the purchase of a truck. This is not a budgeted item, but the catwalk access ramp to the clarifier will not be built this year and is removed from this year's budget to cover the cost of the truck. All in favor; Motion carried 5-0.

### *Request to Bid Rehab of Clarifiers 3 and 4*

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to approve advertising to rehab and paint Clarifiers Three and Four. All in favor; Motion carried 5-0. This is a budgeted item.

## **Wastewater Plant – Kevin Pettis**

### Consent Order

A Motion was made by Commissioner Kerigan, second by Commissioner Langston, to sign and return the Consent Order and pay the fine of \$18,216. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, based on the Consent Order to advertise for a study of the Wastewater System and then secure funding. All in favor; Motion carried 5-0.

Mr. Pettis shared that there is 2' of freeboard in the lagoon, the plant is pushing water, and there is nothing broken.

## **Finance Director – Mike Lacour**

### *FEMA Update*

Mr. Lacour noted that \$180,000 in reimbursement for grant administration for the Wastewater Treatment Plant has been received.

### *Grants Reimbursement Update*

The rock bid for Clifford Sims Park is being advertised.

## **Code Enforcement**

### *Update*

The voluntary requests for demolition of a structure on Avenues A and B have been submitted to the County, but a response has not been received from them. Mr. Anderson shared that another voluntary request for demolition has been received this week.

Commissioner Hoffman requested that a follow up letter be sent to the concrete plant owners as the plant is any eyesore as you come into town. He also asked that this be placed on the City Project List.

## **Police Department – Chief Richards**

*Request to Award RFP 2023-15: 2 Nissan Pathfinder Rock Creek Vehicles (Handout, bids closed on Friday, November 3, 2023)*

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to purchase two Nissan Pathfinder Rock Creek Vehicles from Marianna Nissan as they were the low bidder for the vehicles. The cost is \$41,724.50 per vehicle. This is a budgeted item. All in favor; Motion carried 5-0.

## **City Clerk – Charlotte Pierce**

*Grants Update*

*Centennial Building*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to use \$52,000 from the BP Oil Spill Funds to cover the shortfall to make the approved repairs to the Centennial Building. All in favor; Motion carried 5-0.

*Lighthouse Keepers' Quarters*

Clerk Pierce shared that Amendment 1 has been sent to the State Historical Preservation Office for approval to reduce the Scope of Work for the repairs.

*Christmas Parade*

The Christmas Parade is growing, and citizens are very interested in it.

*Planning Board Membership*

Clerk Pierce asked for direction concerning the three PDRB Member's terms that expire at the end of this month. Instructions were to see if they were interested in continuing to serve and if not, an advertisement would be done. There is a PDRB Meeting at 4 P.M. today and Ms. Pierce will see what the wishes of the volunteers are.

## **Citizens to be Heard**

The following individuals spoke concerning the 10<sup>th</sup> Street Ball Park Complex and the Field of Dreams.

John White; Robert Branch; Christy McElroy; Jim Martin; Dan Doty; Jara Horton; Lisa Forehand; Melanie Martin, and Alan Wetzstein

*Charles Gathers* feels that people need to get a packet about the Commission Meetings to know what is going on. It was pointed out that Agendas are available on Friday prior to a Tuesday meeting on the City's website and Face Book page.

*Mike Sparks* questioned how delivery people will have access to merchants during the Downtown Phase I Water Line work. Information will be provided to the merchants, and very little, if any, interruptions should occur during Phase I.



## Discussion Items by Commissioners

*Commissioners Langston* did not have anything else to share with the Commission.

*Commissioner Kerigan* thanked those present for attending the meeting today, noted there is not presently enough money to build the Field of Dreams, and studies will be done before anything is started. We are currently looking for funds to improve the existing ball fields, then have professionals look at all phases before rehab begins. He supports what is best for the community.

*Commissioner Lowry* stated that he would not be voting for anything that will hurt the community and is waiting for the study to come back.

*Commissioner Hoffman* attempted to bring those present up-to-date on the Field of Dreams and 10<sup>th</sup> Street Ball Park Complex issue so those that have not been here very long will have a better understanding of what all has been done. He stressed that the Commission will not do anything that will flood homes or is a detriment to this area and noted the need for a safe environment for our children to play ball now without creating issues. Commissioner Hoffman stressed that, in his opinion, about 80% of the citizens support this project. Workshops will be held as information is available. He noted he removed himself from the group that is meeting about the fields and was replaced by Josh Dailey.

*Mayor Buzzett* designated the week of November 12 – 18, 2023, as National Nurse Practitioner Week in Port St. Joe and encouraged citizens recognize them and their contributions to our town.

## Motion to Adjourn

There was no other business to come before the Commission, and Mayor Buzzett adjourned the meeting at 1:30 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
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 NAME <i>Lowry, Brett Charles</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Port St. Joe Board of City Commissioners	
MAILING ADDRESS <i>134 Gulf Coast Cir.</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Port St. Joe, FL 32456	COUNTY Gulf	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>11/7/23</i>		NAME OF POLITICAL SUBDIVISION: City of Port St. Joe	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

### ELECTED OFFICERS:

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

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

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

### APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Brett C. Lowery, hereby disclose that on Nov 7<sup>th</sup>, 2023:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Ralph Bish;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I have a business relationship with the applicant making this request.

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

11/7/23

Signature

[Signature]

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

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

LAST NAME—FIRST NAME—MIDDLE NAME <b>Lawry, Brett Charles</b>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>Port St. Joe Board of City Commissioners</b>	
MAILING ADDRESS <b>134 Gulf Coast Cir.</b>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <b>Port St. Joe, FL 32456</b>	COUNTY <b>Gulf</b>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <b>11/7/2023</b>		NAME OF POLITICAL SUBDIVISION: <b>City of Port St. Joe</b>	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

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

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

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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:

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

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## APPOINTED OFFICERS (continued)

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## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Brett Lowry, hereby disclose that on Nov 7<sup>th</sup>, 2023 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, Ralph Bish;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I have a business relationship with the applicant making this request.

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

11/7/23

Signature

[Signature]

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**CITY OF PORT ST. JOE  
SPECIAL EXCEPTION REQUEST APPLICATION**

Property Address: 401 Cecil G Costin Sr Blvd, Port St Joe, FL Zoning: Professional Bldg (1900)

Property Owner: PanCare of Florida, Inc. Phone: (850) 747-5599

Mailing Address: 403 East 11th Street, Panama City, FL 32401

Applicant if different: N/A

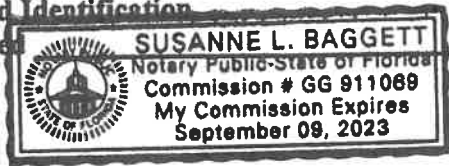
Parcel Number: 04812-000R

Owners Signature: [Signature] Robert Thompson, CEO

Sworn to and subscribed before me this 7 day of September, Personally Known

OR Produced Identification

Type Provided



[Signature]  
Signature of Notary Public

**PUBLIC NOTICE**

1. A sign will be posted for 15 days on the property seeking the special exception and a notice will be published in the local newspaper.

**APPLICATION REQUIREMENTS:**

Application Fee - \$300.00

Hardship Relief Request Letter (See Sec. 2.13 of the LDR)

Legal Description of Property

Copy of the Deed

Copy of the Survey

Site plan of the proposed improvements

Owner Signature: [Signature] Robert Thompson, CEO

Date: 9/7/2023

Applicant Signature: [Signature] Robert Thompson, CEO

Date: 9/7/2023



City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

September 6, 2023

To whom it may concern,

The purpose of this letter is to request a Special Exception from the City of Port St. Joe. PanCare of Florida previously had a clinic located at 2475 Garrison Avenue, Port St. Joe, Florida 32456. This location encompassed a partially digital sign. Our intent is to move this sign to our new clinic location at 401 Cecil G Costin Sr Blvd, Port St. Joe, Florida. Due to the differences in city covenants between the two locations, we are requesting a Special Exception pertaining to the digital portion of the existing sign.

PanCare would be agreeable to keeping the digital portion of the sign static. It is not intended to be a distraction to motorists, therefore no flashing, blinking, or scrolling text would be displayed. Messaging would always remain static but changeable for special events, seasonal health information, medical services available, etcetera. Examples of messages displayed would be "Get your Flu Shot today!" "Back-to-School Sports Physicals available here!" "COVID Shots available today!". Messages can also be dimmed during night hours. All messages displayed would be used to promote the Clinic, advertise upcoming Events/Health Fairs and to benefit the overall health and wellness of the surrounding community. PanCare would also be agreeable to restricting the colors used on the digital portion of the sign to maintain a modest look.

The following Exhibits are attached to this letter.

Exhibit A – Legal Description

Exhibit B – Copy of the Deed

Exhibit C – Site Plan

Exhibit D – Photos of sign and desired placement at new location

Consideration of our Special Exemption Request with the conditions mentioned above would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Thompson", is written over a horizontal line.

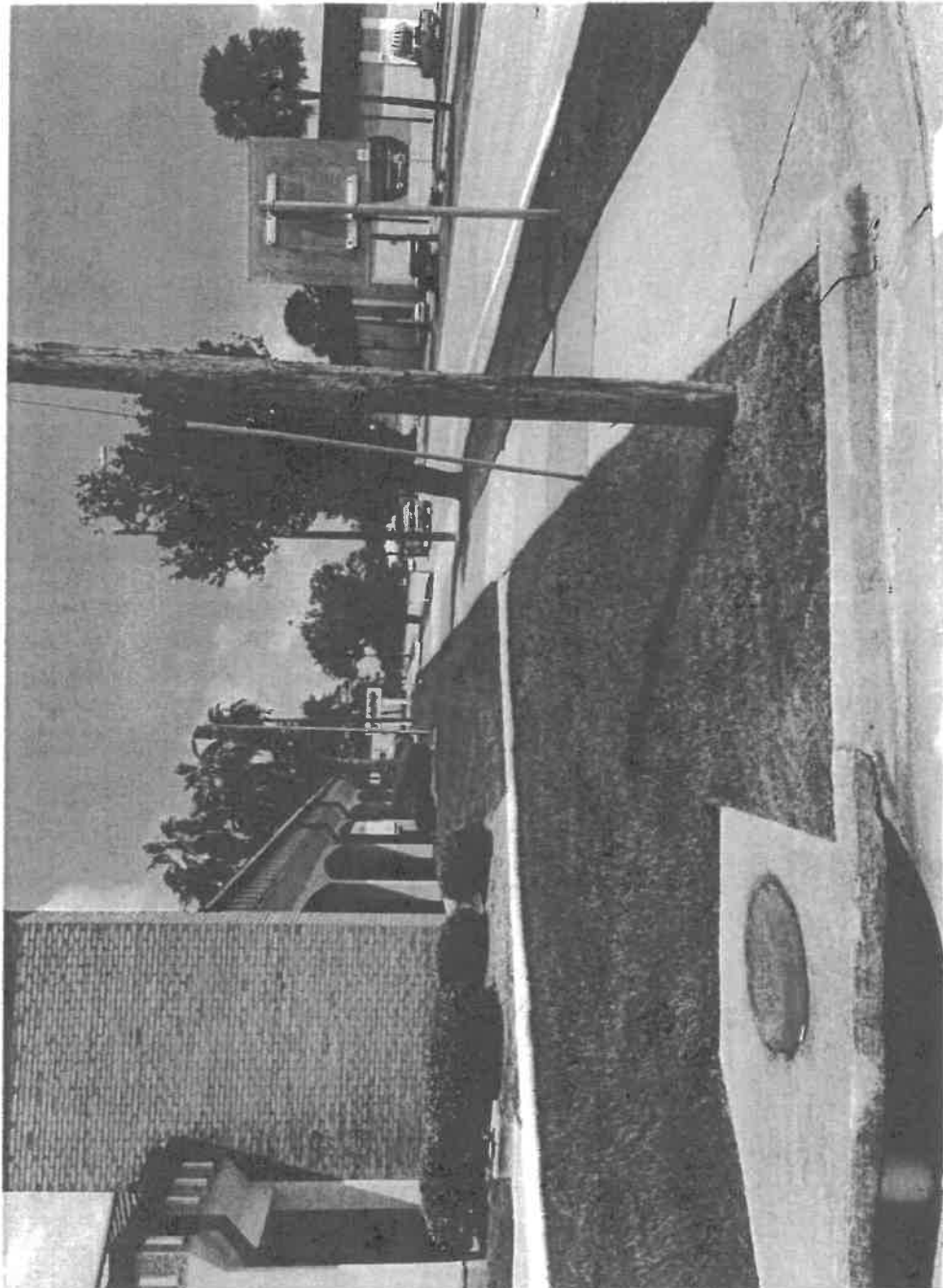
Robert Thompson, CEO  
PanCare of Florida, Inc.

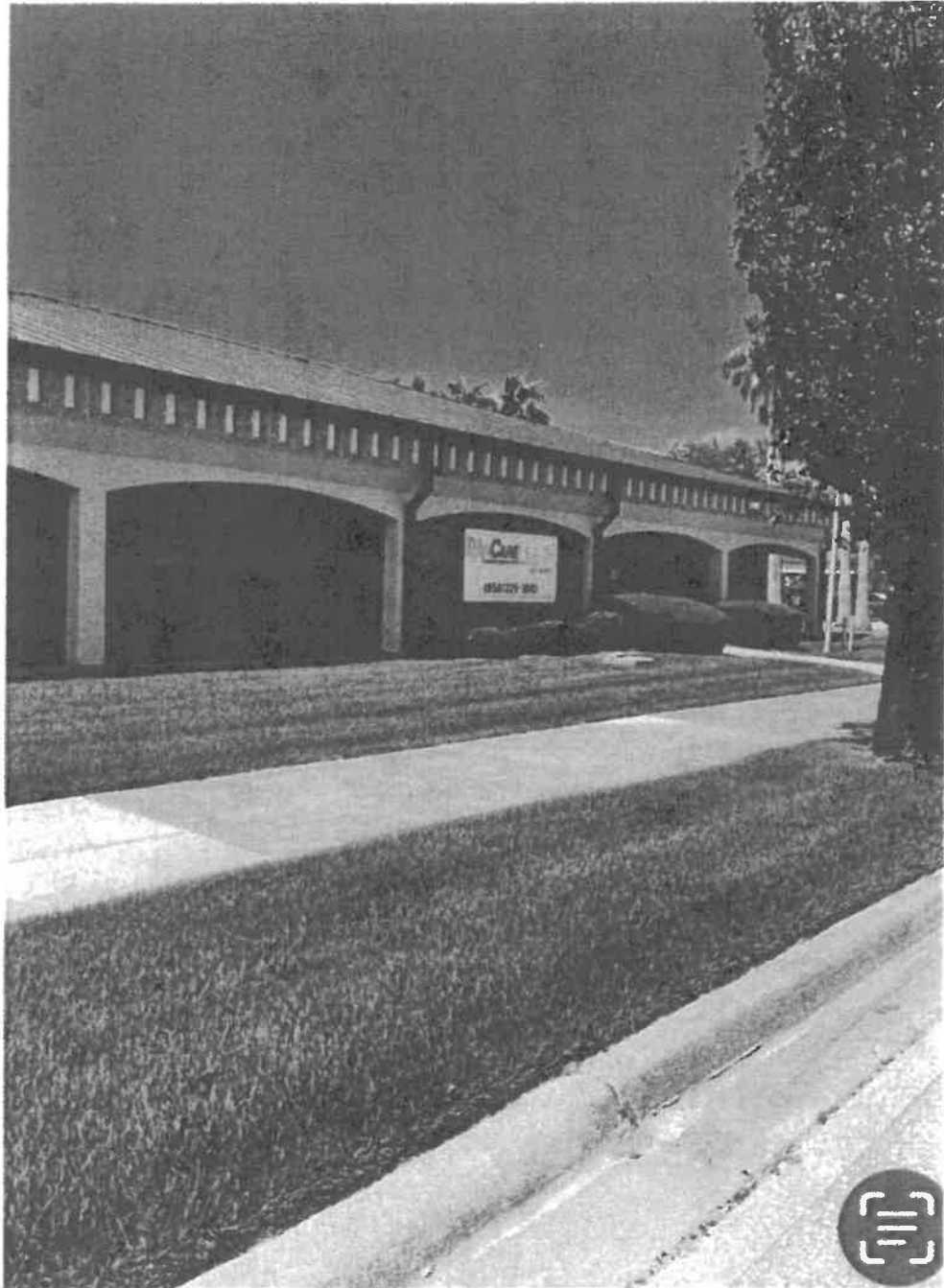
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**Exhibit A**

**The Land**

**Lots 12, 14, 15, 16, 17, 18, 19, 20, 21 & 22, Block 25, City of Port St. Joe, Florida, as per map or plat thereof recorded on file in the Office of the Clerk of Circuit Court of Gulf County, Florida.**

**ALSO:**

**That part of the alleyway lying between Long Avenue and Williams Avenue in the City of Port St. Joe, Florida, bounded on the Northeast by Lots 12, 14, 16, 18, 20 and 22, and on the Southwest by Lots 11, 13, 15, 17, 19 and 21, Block 25, which alleyway was closed by Resolution of the City of Port St. Joe.**

**Subject to covenants, conditions, restrictions, easements of record and for taxes for the current year.**

**EXHIBIT B**

**Special Warranty Deed**

PREPARED BY:  
ANDREW M. SODL, ESQ.  
SODL & INGRAM PLLC  
233 E BAY STREET, SUITE 1113  
JACKSONVILLE, FLORIDA 32202

Parcel Tax ID No.: 04812-000R

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed"), is made, entered into, and effective as of the 18<sup>th</sup> day of July, 2019 (the "Effective Date"), by AMERIS BANK, a Georgia banking corporation ("Grantor"), whose address for notice purposes is 7825 Baymeadows Way, Suite 200-A, Jacksonville, Florida 32256, in favor of PANCARE OF FLORIDA, INC., a Florida corporation ("Grantee"), whose address for notice purposes is 403 East 11<sup>th</sup> Street, Panama City, Florida 32401.

**WITNESSETH:**

THAT, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, to have and to hold, that certain real property, situated lying and being in Gulf County, Florida, as more particularly described on Exhibit A attached hereto (the "Land");

TOGETHER WITH all improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively, the "Property");

TO HAVE AND TO HOLD the same in fee simple forever;

SUBJECT TO, taxes and assessments for the year 2019 and subsequent years, and all easements, zoning restrictions, rights of way, reservations of record, covenants, restrictions and any other matters of record, none of which are reimposed by this reference (the "Permitted Exceptions");

AND Grantor does hereby covenant with and warrant to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor specially warrants the title to the Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

*(Signature page follows)*

**IN WITNESS WHEREOF**, Grantor has caused this Deed to be executed effective as of the Effective Date.

**Signed, Sealed, and Delivered  
In the Presence of:**

**WITNESS 1:**

Print Name: SANDRA H HOWARD

**WITNESS-2:**

Print Name: Dani Lock

**GRANTOR:**

**AMERIS BANK, a Georgia banking corporation**

By: Robert W. Mullins  
Name: Robert W. Mullins  
Its: Senior Vice President

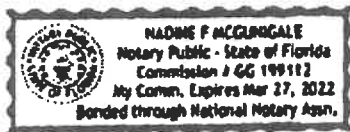


STATE OF FLORIDA )  
 ) ss:  
COUNTY OF DUVAL )

The foregoing instrument was executed and acknowledged before me on the 18 day of July, 2019, by Robert W. Mullins, as the Senior Vice President of AMERIS BANK, a Georgia banking corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced as identification.

[NOTARIAL SEAL]

Notary Public, State and County Aforesaid  
Name: Nadine M. Gungale  
My Commission Expires: 3/29/2012  
My Commission Number is: 63197162



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

#### **6.3.2 Off-Site Event Signage**

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

#### **6.4 Commercial Signs**

##### **6.4.1 Freestanding Signs**

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



#### **6.4.2 Attached Building Signs**

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

#### **6.4.3 Projecting and Blade Signs**

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

#### **6.4.4 Multiple Business Signs**

1. Two (2) one-sided monument signs or one (1) two-sided monument sign may be located at each entrance into a commercial development or into an office or industrial park consisting of two (2) or more buildings.
2. Each development entrance sign shall not exceed thirty-two (32) total square feet in total sign face area.
3. If illuminated, must follow requirements of "Illuminated Signs."

#### **6.4.5 Sign Illumination**

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

#### **6.4.6 Changeable Message Signs**

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

#### **6.4.7 Electronic Message Boards**

1. Notwithstanding any other provision of this code, electronic message boards and/or changeable message signs shall be permitted if it complies with all of the following (signs owned by public entities are exempt):
  - a. It must be located on a multi-tenant commercial center providing not less than 50,000 square feet of retail space.
  - b. It shall not be located within the boundaries of the Port St. Joe Redevelopment Agency or in any area designated residential, recreational or public use on the Port St. Joe Future Land Use Map.
  - c. The PDRB shall make a finding that the sign, as permitted, does not use any flashing or strobe lights, does not emit any sounds, does not present lighting effects that are unusually distracting to vehicles and otherwise complies with the size, location and other requirements of these regulations.
  - d. It may not be located less than nine feet above grade.
2. **Time and Temperature Signs**
  - a. Time and temperature signs shall be allowed in non-residential districts.
  - b. Time and temperature changes shall not occur more frequently than once every fifteen (15) seconds.
  - c. The maximum area for the time and temperature portion shall be twenty (20) square feet.
  - d. The area of a time and temperature signs, whether attached or not, shall be included in determining the cumulative area of signs on a property.

#### **6.4.8 Murals**

## 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 ORDINANCES 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 law.

**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.**

## RESOLUTION 2023-13

"A RESOLUTION OF THE CITY OF PORT ST. JOE, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

WHEREAS, Florida Statutes provide for loans to local water utilities to finance the construction of water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. 23016 as eligible for available funding; and

WHEREAS; THE CITY OF PORT ST. JOE intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. THE CITY OF PORT ST. JOE is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are water and sewer revenues.

THE CITY OF PORT ST. JOE has liens on water and sewer revenues.

SECTION IV, The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will be binding obligation in accordance with its terms when signed by both parties, The Mayor is authorized to represent the company in carrying out the company's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is THE CITY OF PORT ST. JOE.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of November, 2023.

ATTEST

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

\_\_\_\_\_  
Rex Buzzett, Mayor

## Current City Projects 11/17/23

- 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 approved and we are working on a contract with Monolith Construction
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review. We are waiting on the State to approve the modified scope of work.
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV 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 under construction by City staff.
- 9/5/23 Dewberry tasked to draft a conceptual drawing to add parking along 2<sup>nd</sup> Street. Approved by the Commission on 11/7/23 and moving into the design phase to bid out the project.
- 11/7/23 Dewberry is tasked to work on the conceptual drawings for the 10<sup>th</sup> Street Ballfields.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex- Completed and now we are working on the Conceptual Plan.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields.
- 9/26/23 CW Roberts was awarded the contract for the Madison Street Paving Project. Out for Bid on the CEI Services.
- Downtown Waterline Replacement Phase I, construction began 11/13 by Monolith.



- Code Enforcement Action- Concrete Plant on Hwy 71- Notice sent out on 11/13/23.

**STATE REVOLVING FUND  
AMENDMENT 3 TO LOAN AGREEMENT DW230111  
CITY OF PORT ST. JOE**

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

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW230111, as amended, authorizing a Loan amount of \$1,778,485, excluding Capitalized Interest, including a Principal Forgiveness amount of \$971,167; and

The Loan Amount, Principal Forgiveness amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$146,465.00 of which the Principal Forgiveness portion is \$79,979.13 and the Loan amount is \$66,485.87. The revised total amount awarded is \$1,632,020.00. Of that, the Principal Forgiveness is \$891,187.87.

2. The Loan Service Fee is \$32,640. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,632,020.

3. The total amount of the Loan is \$773,472.13. This consists of \$740,832.13 disbursed to the Project Sponsor, plus accrued Capitalized Interest of \$0 and service fee charges of \$32,640.00.

4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$12,891.20. Such payments shall be received by the Department on September 15, 2024 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid.

5. Subsection 2.03 (1) of the Agreement is deleted and replaced as follows:

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452222-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$1,632,020	140129

6. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,566,570.00
Technical Services During Construction	65,450.00
SUBTOTAL (Total Disbursed)	1,632,020.00
Less Principal Forgiveness	(891,187.87)
Capitalized Interest	0.00
TOTAL (Loan Principal Amount)	740,832.13

7. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 3 to Loan Agreement DW230111 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for  
CITY OF PORT ST. JOE

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**Florida State Revolving Fund  
Amortization Schedule Report**

**Sponsor: Port St. Joe  
Funding Number: DW-230111**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-230111	1	\$12,891.20	Sep 15, 2024	0.000 %	\$0.00	\$0.00	\$0.00	\$12,891.20	\$0.00	\$740,832.13
	2	\$12,891.20	Mar 15, 2025	0.000 %	\$0.00	\$0.00	\$0.00	\$12,891.20	\$0.00	\$740,832.13
	3	\$12,891.20	Sep 15, 2025	0.000 %	\$6,033.60	\$0.00	\$0.00	\$6,857.60	\$0.00	\$734,798.53
	4	\$12,891.20	Mar 15, 2026	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$721,907.33
	5	\$12,891.20	Sep 15, 2026	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$709,016.13
	6	\$12,891.20	Mar 15, 2027	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$696,124.93
	7	\$12,891.20	Sep 15, 2027	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$683,233.73
	8	\$12,891.20	Mar 15, 2028	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$670,342.53
	9	\$12,891.20	Sep 15, 2028	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$657,451.33
	10	\$12,891.20	Mar 15, 2029	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$644,560.13
	11	\$12,891.20	Sep 15, 2029	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$631,668.93
	12	\$12,891.20	Mar 15, 2030	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$618,777.73
	13	\$12,891.20	Sep 15, 2030	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$605,886.53
	14	\$12,891.20	Mar 15, 2031	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$592,995.33
	15	\$12,891.20	Sep 15, 2031	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$580,104.13
	16	\$12,891.20	Mar 15, 2032	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$567,212.93
	17	\$12,891.20	Sep 15, 2032	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$554,321.73
	18	\$12,891.20	Mar 15, 2033	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$541,430.53
	19	\$12,891.20	Sep 15, 2033	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$528,539.33
	20	\$12,891.20	Mar 15, 2034	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$515,648.13
	21	\$12,891.20	Sep 15, 2034	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$502,756.93
	22	\$12,891.20	Mar 15, 2035	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$489,865.73
	23	\$12,891.20	Sep 15, 2035	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$476,974.53
	24	\$12,891.20	Mar 15, 2036	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$464,083.33
	25	\$12,891.20	Sep 15, 2036	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$451,192.13

**Florida State Revolving Fund  
Amortization Schedule Report**

**Sponsor: Port St. Joe  
Funding Number: DW-230111**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-230111	26	\$12,891.20	Mar 15, 2037	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$438,300.93
	27	\$12,891.20	Sep 15, 2037	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$425,409.73
	28	\$12,891.20	Mar 15, 2038	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$412,518.53
	29	\$12,891.20	Sep 15, 2038	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$399,627.33
	30	\$12,891.20	Mar 15, 2039	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$386,736.13
	31	\$12,891.20	Sep 15, 2039	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$373,844.93
	32	\$12,891.20	Mar 15, 2040	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$360,953.73
	33	\$12,891.20	Sep 15, 2040	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$348,062.53
	34	\$12,891.20	Mar 15, 2041	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$335,171.33
	35	\$12,891.20	Sep 15, 2041	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$322,280.13
	36	\$12,891.20	Mar 15, 2042	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$309,388.93
	37	\$12,891.20	Sep 15, 2042	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$296,497.73
	38	\$12,891.20	Mar 15, 2043	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$283,606.53
	39	\$12,891.20	Sep 15, 2043	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$270,715.33
	40	\$12,891.20	Mar 15, 2044	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$257,824.13
	41	\$12,891.20	Sep 15, 2044	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$244,932.93
	42	\$12,891.20	Mar 15, 2045	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$232,041.73
	43	\$12,891.20	Sep 15, 2045	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$219,150.53
	44	\$12,891.20	Mar 15, 2046	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$206,259.33
	45	\$12,891.20	Sep 15, 2046	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$193,368.13
	46	\$12,891.20	Mar 15, 2047	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$180,476.93
	47	\$12,891.20	Sep 15, 2047	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$167,585.73
	48	\$12,891.20	Mar 15, 2048	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$154,694.53
	49	\$12,891.20	Sep 15, 2048	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$141,803.33
	50	\$12,891.20	Mar 15, 2049	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$128,912.13
	51	\$12,891.20	Sep 15, 2049	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$116,020.93

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**Florida State Revolving Fund  
Amortization Schedule Report**

**Sponsor: Port St. Joe  
Funding Number: DW-230111**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-230111	52	\$12,891.20	Mar 15, 2050	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$103,129.73
	53	\$12,891.20	Sep 15, 2050	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$90,238.53
	54	\$12,891.20	Mar 15, 2051	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$77,347.33
	55	\$12,891.20	Sep 15, 2051	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$64,456.13
	56	\$12,891.20	Mar 15, 2052	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$51,564.93
	57	\$12,891.20	Sep 15, 2052	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$38,673.73
	58	\$12,891.20	Mar 15, 2053	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$25,782.53
	59	\$12,891.20	Sep 15, 2053	0.000 %	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$12,891.33
	60	\$12,891.33	Mar 15, 2054	0.000 %	\$12,891.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>DW-230111 Totals</b>					<b>\$740,832.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$32,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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Combined	Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
	9/15/2024	1	\$12,891.20	\$0.00	\$0.00	\$0.00	\$12,891.20	\$0.00	\$740,832.13
	3/15/2025	2	\$12,891.20	\$0.00	\$0.00	\$0.00	\$12,891.20	\$0.00	\$740,832.13
	9/15/2025	3	\$12,891.20	\$6,033.60	\$0.00	\$0.00	\$6,857.60	\$0.00	\$734,798.53
	3/15/2026	4	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$721,907.33
	9/15/2026	5	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$709,016.13
	3/15/2027	6	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$696,124.93
	9/15/2027	7	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$683,233.73
	3/15/2028	8	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$670,342.53
	9/15/2028	9	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$657,451.33
	3/15/2029	10	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$644,560.13

Florida State Revolving Fund  
Amortization Schedule Report

Sponsor: Port St. Joe  
Funding Number: DW-230111

Combined		Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
		9/15/2029	11	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$631,688.93
		3/15/2030	12	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$618,777.73
		9/15/2030	13	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$605,886.53
		3/15/2031	14	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$592,995.33
		9/15/2031	15	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$580,104.13
		3/15/2032	16	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$567,212.93
		9/15/2032	17	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$554,321.73
		3/15/2033	18	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$541,430.53
		9/15/2033	19	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$528,539.33
		3/15/2034	20	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$515,648.13
		9/15/2034	21	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$502,756.93
		3/15/2035	22	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$489,865.73
		9/15/2035	23	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$476,974.53
		3/15/2036	24	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$464,083.33
		9/15/2036	25	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$451,192.13
		3/15/2037	26	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$438,300.93
		9/15/2037	27	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$425,409.73
		3/15/2038	28	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$412,518.53



Florida State Revolving Fund  
Amortization Schedule Report

Sponsor: Port St. Joe  
Funding Number: DW-230111

Combined	Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
	9/15/2038	29	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$399,627.33
	3/15/2039	30	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$386,736.13
	9/15/2039	31	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$373,844.93
	3/15/2040	32	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$360,953.73
	9/15/2040	33	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$348,062.53
	3/15/2041	34	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$335,171.33
	9/15/2041	35	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$322,280.13
	3/15/2042	36	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$309,388.93
	9/15/2042	37	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$296,497.73
	3/15/2043	38	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$283,606.53
	9/15/2043	39	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$270,715.33
	3/15/2044	40	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$257,824.13
	9/15/2044	41	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$244,932.93
	3/15/2045	42	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$232,041.73
	9/15/2045	43	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$219,150.53
	3/15/2046	44	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$206,259.33
	9/15/2046	45	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$193,368.13
	3/15/2047	46	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$180,476.93

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**Florida State Revolving Fund  
Amortization Schedule Report**

**Sponsor: Port St. Joe  
Funding Number: DW-230111**

Combined	Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
	9/15/2047	47	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$167,585.73
	3/15/2048	48	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$154,694.53
	9/15/2048	49	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$141,803.33
	3/15/2049	50	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$128,912.13
	9/15/2049	51	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$116,020.93
	3/15/2050	52	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$103,129.73
	9/15/2050	53	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$90,238.53
	3/15/2051	54	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$77,347.33
	9/15/2051	55	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$64,456.13
	3/15/2052	56	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$51,564.93
	9/15/2052	57	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$38,673.73
	3/15/2053	58	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$25,782.53
	9/15/2053	59	\$12,891.20	\$12,891.20	\$0.00	\$0.00	\$0.00	\$0.00	\$12,891.33
	3/15/2054	60	\$12,891.33	\$12,891.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$773,472.13</b>	<b>\$740,832.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$32,640.00</b>	<b>\$0.00</b>	

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PREPARED BY/RETURN TO:  
The St. Joe Company  
Attention: Legal Department  
130 Richard Jackson Blvd., Suite 200  
Panama City Beach, FL 32407

## NON-EXCLUSIVE ACCESS EASEMENT

**THIS NON-EXCLUSIVE ACCESS EASEMENT** (this "Agreement") is made and entered into effective as of the 9 day of November, 2023, by **THE ST. JOE COMPANY**, a Florida corporation, whose mailing address is 130 Richard Jackson Blvd., Suite 200, Panama City Beach, FL 32407 ("Grantor") and **THE CITY OF PORT ST. JOE, a municipal corporation**, whose mailing address is 305 Cecil G. Costin Sr. Blvd., Port St. Joe, FL 32456 ("Grantee").

### 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 are hereby acknowledged, Grantor and, by its acceptance hereof Grantee, do hereby agree as follows:

1. Grantor grants unto Grantee a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress (the "Easement"), upon, over, under and across those lands owned by Grantor situated in Gulf County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (the "Easement Area").

2. The Easement shall be used for the sole purpose of (i) accessing the tracts of land owned by Grantee more particularly described in **Exhibit "B"**, attached hereto and made a part hereof (the "Land"), for the benefit of Grantee, its guests, tenants and invitees and (ii) the installation, operation, maintenance, repair, and replacement by Grantee, at its sole cost and expense, of a twenty-four foot wide asphalt road constructed in accordance with Grantor's specifications and Florida Department of Transportation standards, together with sodded curbing. The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, and the following:

(a) Grantor, its successors and assigns, reserves all rights of ownership including, without limitation, the right to use and convey the Easement Area for any and all purposes that do not unreasonably interfere with the purposes of this Easement, including without limitation, the rights to: (i) use the Easement Area for vehicular and pedestrian ingress and egress and utilities to serve property owned by Grantor; (ii) to grant similar, other, or further easements and rights on, over, across or under the Easement Area; and (iii) erect any structures or improvements within the Easement Area, provided that such is not inconsistent with and do not unreasonably interfere with Grantee's Easement rights granted to it herein.

(b) Grantor reserves and shall have the right and authority to require that Grantee redesign, relocate or change the location of the Easement Area and/or any improvements constructed within the Easement Area as may be necessary or desirable in the sole judgment of the Grantor, upon reasonable notice. Grantor shall be solely responsible for the cost of relocation of any improvements.

(c) Grantee shall be required to abide by the terms and conditions of any and all applicable permits, laws and regulations governing the Easement Area.

(d) Grantee, by acceptance of this Easement, hereby agrees to maintain the Easement Area in good repair and shall at all times keep the Easement Area clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that may interfere with the use of the Easement.

(e) Grantee shall exercise the Easement rights conveyed herein in a manner which will not interfere with use and occupancy of any property owned by Grantor.

4. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, personal legal representatives, successors and assigns and the Easement shall run with title to the Land and the Easement Area.

5. To the extent not prohibited by applicable law, Grantor shall have no liability to Grantee or its employees, guests, invitees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Area. As to claims arising out of use of the Easement Area by Grantee, its employees, guests, agents, invitees or independent contractors, by acceptance of this easement, Grantee agrees to indemnify Grantor to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any School Board officer or employee who is acting within the scope of the officer or employee's office or employment under circumstances in which the School Board, if a private person, would be liable to the claimant. The School Board does not waive any defense of sovereign immunity or consent to be sued by a third party. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat.

6. This Agreement may not be amended except in writing executed by both Grantor and Grantee in a recordable form and the amendment is recorded in the Public Records of Bay County, Florida.

7. Except as expressly provided in this paragraph, without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion, the Grantee shall not assign, transfer or license all or any portion of its interests under this Agreement in any manner and shall not delegate any of its obligations under this Agreement in any manner.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed, sealed and delivered  
in the presence of:

Chris Barr  
Name: Chris Barr

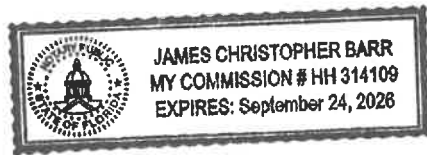
Sheri Janowski  
Name: Sheri Janowski

**GRANTOR:**  
**THE ST. JOE COMPANY,**  
a Florida corporation

By: Marek Bakun  
Name: Marek Bakun  
Title: EVP & CFO

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of November, 2023, by Marek Bakun as Executive Vice President and CFO of THE ST. JOE COMPANY, a Florida corporation, on behalf of the corporation. He/she is personally known to me.



James Christopher Barr  
Notary Public

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**  
**THE CITY OF PORT ST. JOE**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ of THE CITY OF PORT ST. JOE on behalf of the city. He/she is personally known to me  
or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

# EXHIBIT "A"

## Description Sketch (Not A Survey)

### DESCRIPTION:

A parcel of land lying in Section 6, Township 8 South, Range 10 West, Gulf County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest Corner of said Section 6, Township 8 South, Range 10 West, run thence along the West Boundary of said Section, N.00°18'26"E., a distance of 1561.27 feet to the North right-of-way line of Tenth Street; thence along said right-of-way, N.71°10'58"E., a distance of 836.02 feet to the **POINT OF BEGINNING**; thence Southeasterly, 114.52 feet along the arc of a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 87°29'00" (chord bearing S.58°16'32"E., 103.71 feet); thence S.18°45'11"E., a distance of 779.80 feet; thence Southwesterly, 122.33 feet along the arc of a tangent curve to the right having a radius of 83.00 feet and a central angle of 84°26'40" (chord bearing S.23°28'09"W., 111.55 feet); thence S.65°41'29"W., a distance of 34.97 feet to the East Boundary of the lands described in Official Records Book 468 Page 587; thence along said East Boundary, N.24°18'31"W., a distance of 66.00 feet to the South Boundary of the lands described in Official Records Book 8, Page 406; thence along said South Boundary and the East Boundary of said lands in Official Records Book 8 Page 406 the following two courses. 1) N.71°15'38"E., a distance of 50.16 feet; 2) thence N.18°45'11"W., a distance of 880.12 feet to the **POINT OF BEGINNING**.

Containing 1.437 acres, more or less.

Line Data Table

No.	Bearing	Length
L1	S18°45'11"E	779.80'
L2	S65°41'29"W	34.97'
L3	N24°18'31"W	66.00'
L4	N71°15'38"E	50.16'
L5	N18°45'11"W	880.12'

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	75.00'	114.52'	87°29'00"	S58°16'32"E	103.71'
C2	83.00'	122.33'	84°26'40"	S23°28'09"W	111.55'



Digitally signed  
by Joseph Rager  
Date: 2023.10.10  
08:41:38 -05'00'

Joseph G. Rager

LS7205

JOB #: PORT ST. JOE

DRAWN: BWB DATE: 10/5/23 CHECKED: JGR

Prepared For: OIKOS, LLC.

North Florida  
67 Joe Campbell Road  
Freeport, Florida 32439  
Phone: (850) 740-0650  
www.geopointsurvey.com  
Licensed Business No.: LB7768

**GeoPoint**  
Surveying, Inc.

FILE PATH: N:\PORT ST JOE\DESCRIPTION\PORT-ST-JOE-SJC-RELEASE-DS1-.DWG

LAST SAVED BY: BRYCES

01 of 02

# Description Sketch

(Not A Survey)

PORT ST. JOE  
SUBSTATION SITE AND  
OPERATIONS CENTER  
(O.R. 8, Pg. 406)

POINT OF BEGINNING

NORTH RIGHT-OF-WAY  
OF TENTH STREET

(O.R. 8, Pg. 241)

N71°10'58"E  
TENTH STREET  
(80' RIGHT-OF-WAY)

SOUTH RIGHT-OF-WAY  
OF TENTH STREET

SUBJECT PARCEL  
1.437 ACRES±

PORT ST. JOE  
SUBSTATION SITE AND  
OPERATIONS CENTER  
(O.R. 8, Pg. 406)

EAST BOUNDARY OF  
O.R. 8, PG. 406

WEST BOUNDARY OF  
SECTION 6

SOUTH BOUNDARY OF  
O.R. 8, PG. 406

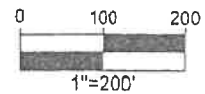
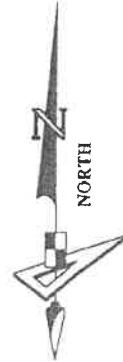
(O.R. 468, Pg. 587)

EAST BOUNDARY OF  
O.R. 468, PG 587

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF  
SECTION 6, T-8-S,R-10-W

FCM 4X4 1787



See Sheet 1 for Signature & Revisions

North Florida  
67 Joe Campbell Road  
Freeport, Florida 32439  
Phone: (850) 740-0650  
www.geopointsurvey.com  
Licensed Business No.: LB7768



**GeoPoint**  
Surveying, Inc.



## EXHIBIT "B"

### PARCEL I:

Commence at the Southeast corner of Section 36, Township 7 South, Range 11 West, Gulf County, Florida and run thence North 89 degrees 43 minutes 28 seconds West, along the South boundary line of said Section 36 (also being the North right of way line of Clifford Sims Drive, 70 foot right of way) for a distance of 598.56 feet to the Point of Beginning; from said Point of Beginning continue North 89 degrees 43 degrees 28 seconds West, along said South boundary line and said North right of way line, a distance of 1279.72 feet; thence leaving said South boundary line and North right of way line run North 00 degrees 30 minutes 52 seconds East for a distance of 100.00 feet; thence North 89 degrees 43 minutes 28 seconds West, for a distance of 60.00 feet; thence South 00 degrees 30 minutes 52 seconds West for a distance of 100.00 feet to a point on the aforesaid South boundary line and North right of way line; thence North 89 degrees 43 minutes 28 seconds West, along said South boundary line and North right of way line, for a distance of 70.00 feet; thence leaving said North right of way line run North 89 degrees 41 minutes 20 seconds West along said South boundary line for a distance of 370.00 feet; thence leaving said South boundary line run North 00 degrees 30 minutes 52 seconds East, for a distance of 1034.12 feet to a point lying 80 feet South of the centerline of an existing Apalachicola Northern Railroad Company railroad track; thence South 89 degrees 32 minutes 36 seconds East along a line 80 feet South of and parallel with said track, for a distance of 1775.48 feet; thence leaving said line run South 00 degrees 16 minutes 46 seconds West, for a distance of 1028.74 feet to the POINT OF BEGINNING, containing 41.96 acres, more or less.

AND

### PARCEL II:

Begin at the Northwest corner of Section 7, Township 8 South, Range 10 West, Gulf County, Florida and run thence South 88 degrees 48 minutes 44 seconds East, along the North boundary line of said Section 7, for a distance of 775.45 feet to the Southeast corner of the City of Port St. Joe property description in Official Records Book 79, Page 107, of the Public Records of Gulf County, Florida; thence leaving said North line run North 19 degrees 15 minutes 36 seconds West, along the East boundary line of said property, for a distance of 859.06 feet to the Southwest corner of Florida Power Corp. property as described in Official Records Book 8, Page 241, of the Public Records of Gulf County, Florida; thence leaving said East boundary line run North 70 degrees 44 minutes 24 seconds East, along said South boundary line, for a distance of 580.00 feet to the intersection of said South boundary line with the Southwesterly boundary of a Florida Power Corp. power line; thence leaving said South boundary line run South 23 degrees 53 minutes 27 seconds East, along said Southwesterly boundary, for a distance of 1911.69 feet; thence leaving said Southwesterly boundary run South 70 degrees 44 minutes 24 seconds West for a distance of 1693.01 feet to a point on the East boundary line of St. Joseph Addition Unit 2, a subdivision recorded in the Public Records of Gulf County, Florida; thence North 18 degrees 38 minutes 51 seconds West, along said East boundary line, for a distance of 674.29 feet to a point marking the intersection of said East boundary

line with the West boundary line of said Section 7; thence leaving said East boundary line run North 00 degrees 00 minutes 52 seconds East along said West boundary line, for a distance of 187.79 feet to the intersection of said West boundary line with the Northeasterly right of way line of Knowles Avenue; thence North 18 degrees 38 minutes 51 seconds West, along said Northeasterly right of way line, for a distance of 1053.99 feet; thence leaving said Northeasterly right of way line run North 70 degrees 44 minutes 24 seconds East, for a distance of 360.55 feet to a point on the West boundary line of said Section 6, Township 8 South, Range 10 West (also being the West boundary of the aforesaid City of St Joe property as recorded in Official Records Book 79, Page 107, of the Public Records of Gulf County, Florida); thence South 00 degrees 17 minutes 51 seconds West along said West boundaries for a distance of 624.16 feet to the POINT OF BEGINNING, containing 58.00 acres, more or less.

**Sink Project Washington Gym Pavilion  
Cost Estimate**

1.	2 Compartment Stainless Steel Sink -	\$800.00
2.	2 Directional Bores (Water and Sewer) -	\$1,800.00
3.	Simplex Grinder Station -	\$2,693.00
4.	Water and Sewer Materials -	\$1,000.00
5.	Electrical Materials -	<u>\$400.00</u>

<b>Project Total:</b>	<b>\$6,693.00</b>
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**AUTHORIZATION FOR DEMOLITION  
AND REMOVAL OF STRUCTURE  
AND HOLD HARMLESS AGREEMENT**

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

The real property described as:

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

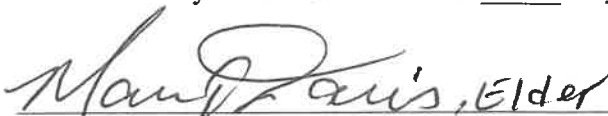
MILLVIEW ADDITION UNIT NO. 1 PB 1 PG 33 LOT 8 ORB 184/854 FR SPANN  
BLK 1008 MAP 49D

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

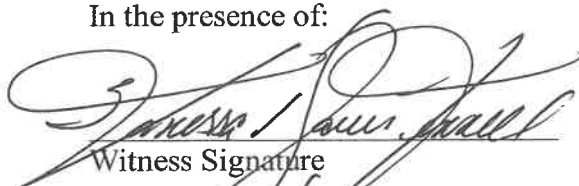
I further understand that I will be solely responsible to pay all costs associated with the demolition and/or removal of all structures and improvements on the above-described real property and that if not promptly paid, a lien will be recorded on the said real property which will remain until paid in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


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

**IN WITNESS WHEREOF** I have hereunto set my hand and seal this 6<sup>th</sup> day of November 2023.

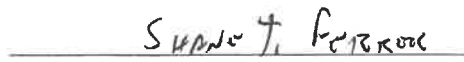
  
Port St. Joe First Born of the Living God Church, Owners

Signed, sealed and delivered  
In the presence of:

  
Witness Signature

  
Printed Name of Witness

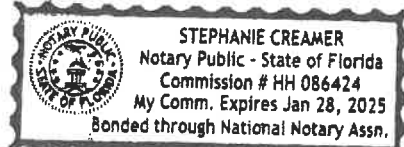
  
Witness Signature

  
Printed Name of Witness

State of Florida  
County of Gulf

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

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



*Stephanie Creamer*

Notary Public

## Grants Updated- 11/21/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
FDOT/SCOP	\$479,428	Madison Street from Garrison to Long Ave Re-surfacing. Approved. 100% Plan Set sent to FDOT
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. The project has been re-bid. Waiting on Approval of the amended scope of work by the State.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex. The project is on hold.
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received. \$1,000,000 allocated for 10 <sup>th</sup> Street Sports Complex & \$786,545 for Road Paving.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Approved 4/8/22. Phase I under construction.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. The collection system is out for bids and the lift station is being constructed.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF.
FRDAP	\$150,000	Core Park Splash Pad & Restroom, 25% City Match. Submitted 8/27/23. Second Request.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
NOAA	\$280,000	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. Out for bids
Legislative Request 2023	\$1,500,000	Road Paving, submitted by Clark Smith approved in the 23/24 State Budget
FDEP/SRF	\$102,000 Loan/\$98,000 Grant	Lead and Copper Service Line Inventory. Approved
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
Legislative Request 2023	\$6,000,000 \$2,000,000	Fire/Police Public Safety Facility Road Paving Submitted 11/10/23
Army Corps of Engineers	TBD	Stormwater Improvements, Application submitted on 10/18/23
Gulf Consortium	\$750,000	Signed the sub-grant agreement with Gulf County on 10/31/23 for the ESAD Purchase re-imbursement
Dept. of Commerce	\$2,000,000	Rural Infrastructure Fund, Workforce Housing Access Road. Application submitted 11/3/23

Terms for the following PRDB Members expire on 11/7/23.

Rish, Jay  
Leslie, Rawlis  
Likely, Minnie