

**April 4, 2023  
Regular Meeting  
12:00 Noon**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, 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

Tuesday April 4, 2023

## Call to Order

## Consent Agenda

### Minutes

- **Regular Commission Meeting 3/7/23** **Pages 4-7**

### City Engineer

- **Long Ave.**
  - **Water/Sewer**
  - **Paving**
- **Ave. C & D Paving**
- **First Street Paving**
- **Beacon Hill Sewer Design**
- **First Street Water Line Replacement**

### City Attorney

- **Windmark Beach Grinder Pump Agreement** **Pages 8-13**

## Old Business

- **City Projects** **Page 14**

## New Business

- **Fire Dept. Surplus** **Page 15**
- **July 4<sup>th</sup> Concert Request at the Washington Gym- Casio Pittman** **Pages 16-18**
- **Letter of Support Request- Jim McKnight, EDC Director**
  - **Floating Dry Dock**
  - **New Airport on Hwy 71**

### Public Works

- **Update**

### Surface Water Plant

- **Update**

### Wastewater Plant

- **Update**

### Finance Director

- **FEMA- Update**

**Code Enforcement**

- 903 16<sup>th</sup> Street- Demo set for April 24<sup>th</sup>
- 1310 Long Ave. – Demo set for April 24<sup>th</sup>
- 418 & 420 MLK – Voluntary Request for Demo, Susie Clemmons

**Pages 19-21**

**Police Department**

- Update

**City Clerk**

- Grants- Update

**Pages 22-23**

**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, March 21, 2023, at Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman, and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Ashbrook was absent, and Commissioner Lowry joined the meeting at 12:02 P.M.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of March 7, 2023. All in favor; Motion carried 3-0.

Commissioner Lowry joined the meeting at 12:02 P.M.

**City Engineer – Josh Baxley**

*Long Avenue Water / Sewer*

The lateral replacement and abandonment are complete.

*Long Avenue Paving*

The contractor is working on the drainage pipe at the intersection of Long Avenue and Sixth Street. Asphalt patching is expected to begin near the end of the week.

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve Change Order #2 in the amount of \$180,415.56, for additional paving from the intersection of Long Avenue and Sixteenth Street to the intersection of Long Avenue and Nineteenth Street including the removal and replacement of asphalt paving in front of Long Avenue Baptist Church. All in favor; Motion carried 4-0.

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve Change Order #3 in the amount of \$73,237.50, for asphalt paving for the Port City Trail and Maddox Park parking area. All in favor; Motion carried 4-0

*Avenues C and D Paving*

Paving has been completed and striping is scheduled for March 31, 2023.

*First Street Paving*

Pigott is scheduled to be on site March 27, 2023.

*Beacon Hill Sewer Design*

Dewberry has addressed the City's comments and they are working on the permit application.

*First Street Water Line Replacement*

The design is being finalized and the FDOT bore permit application has been submitted.

## **City Attorney**

Attorney McCahill did not have anything specific for the Commission, but he did offer his appreciation for the help received from the City for the Pickle Ball Tournament to benefit the various Turtle programs.

## **Old Business**

### *City Projects*

Mr. Anderson noted that the Dr. Joe Parking lot, Avenues C and D, and the Tenth Street Stormwater projects have all been completed.

### *EV Charging Station*

Consensus of the Commission was that we would not be able to give up five parking spaces for the charging station and Duke Energy would need to speak with someone else to provide the parking.

## **New Business –**

### *Parking Lot Agreement*

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to approve the Parking Lot Agreement that was provided by the St. Joe Company for additional parking near CVS. All in favor; Motion carried 4-0.

### *Otter Signs*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to submit a permit request to FL DOT for approval of the signs at Windmark. All in favor; Motion carried 4-0. These would be attached to the Bear Crossing Signs that are already in place.

### *Cheryl Steindorf – Gulf County Citizens for a Healthy Future; Competitive Florida Partnership, Port Master Plan*

In the absence of Ms. Steindorf, Jim Mowbray suggested that, in the future, the City get away from heavy industry and move toward light or green industry. He encouraged the Commission to reconstitute the group that did the Competitive Florida Partnership, look at other opportunities, and update the 2015 plan.

## **Public Works – John Grantland**

### *WIG Building Restrooms (Handouts)*

Quotes were received from Monolith Construction for renovations and remodeling of the outside Restrooms at the WIG Building.

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to accept the bid of \$24,986.60 for the Men's Restroom. All in favor; Motion carried 4-0.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to accept the bid of \$24,741 for the Women's Restrooms. All in favor; Motion carried 4-0.

Elizabeth Moore, President Anchor CEI, updated the Commission projects they are working with the City on.

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

Mr. McClamma shared that the filter modules have been delivered and will be installed tomorrow.

## **Wastewater Plant – Kevin Pettis**

Mr. Pettis noted there is 2' of free board in the lagoon, filter work should be completed in two weeks, the Deseret attorney is attempting to set up a meeting, and he has been working with Duke Energy on a 75' lease for a buffer zone in the non-wettable portion of the spray field. Attorney McCahill will write a letter to Duke Energy concerning this.

Commissioner Hoffman suggested that the City's lobbyist be included in attempts to find funds for expansion of infrastructure.

## **Finance Director – Mike Lacour**

### *FEMA Update*

Mr. Lacour shared that the Clifford Sims Park Observation Pier is still being reviewed by EHP and they have given April 14, 2023, as a possible date for completion.

## **Code Enforcement –**

Mr. Anderson noted the demolition projects are moving forward and there are two additional properties that the County may help with.

## **Police Department – Chief Richards**

Chief Richards announced that he is waiting on final approval for his three grants by FDLE. He noted the "EXEMPT" signs that have been placed on the local railroad crossings but is not sure who placed them there.

## **City Clerk – Charlotte Pierce**

### *Grants Update; Request to Bid Grant Writing Services*

Clerk Pierce shared that staff continues to work on grants as well as the monthly and quarterly compliance reports that are due.

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to announce an RFQ for a grant writing firm. All in favor; Motion carried 4-0.

## **Citizens to be Heard –**

*Mary Cartwright* read a prepared statement of her objections to LNG.

*Chester Davis* thanked the Commission for the use of the Washington Gym for a meeting last Saturday. He also suggested the paved road under the overpass and old mill entrance as the place for EV Charging stations.

*Christy McElroy* shared her concerns about LNG and noted that several people have spoken to the County Commission about their concerns on this issue.

*Charles Gathers* noted his frustrations with the County on his FRS Retirement and stated that he only comes to the Commission meetings when it is a matter of concern with him.

**Discussion Items by Commissioners**

*Neither Mayor Buzzett, nor Commissioners Lowry and Langston had any others issues to discuss with the Commission.*

*Commissioner Hoffman shared his concerns about the current ball season, condition of fields, concession stands, and bleachers. A field is being used in Highland View that he feels is unsafe, the County has declined to help with the Field of Dreams Project, and he suggested that funds be used to upgrade the Tenth Street and Washington Sites. He also noted the need for a Crosswalk sign on Twentieth Street where there is currently one sign.*

Commissioner Hoffman shared that County Commissioner Quinn has pledged funds for a batting cage cover at the girls' softball field.

**Motion to Adjourn**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:20 P.M.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## AGREEMENT

**THIS AGREEMENT** entered into this the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the CITY OF PORT ST. JOE. FLORIDA, a Florida municipal corporation, whose address is 305 Cecil G. Costin, Sr. Blvd., Port St. Joe, Florida 324556, hereinafter referred to as “City” and D.R. HORTON, INC., a foreign corporation registered to conduct business in the State of Florida, whose principal place of business address is 1341 Horton Circle, Arlington, Texas 76011 and whose local NW Florida address is 14251 Panama City Beach, Florida 32413, hereinafter referred to as “Developer”.

WHEREAS, the Developer desires the City to assume the maintenance responsibility of 50 simplex grinder stations that were installed along Backwater Street in the Windmark development; and

WHEREAS, the Developer installed the 50 simplex grinder stations, however, the Developer’s installation of those grinder stations contained numerous deficiencies that must be corrected before the City will assume said maintenance responsibility; and

WHEREAS, the City agrees to assume the maintenance responsibility for those 50 simplex grinder stations provided all noted deficiencies are corrected and repairs are made by Developer and payment is made by Developer to City for future problems that may occur as a result of the deficiencies mentioned above; and

NOW THEREFORE, for consideration the value of which is hereby acknowledged the parties hereby agree as follows:

1. WHEREAS CLAUSES

The whereas clauses set forth above are hereby made a part of this agreement.

2. HOMES COVERED UNDER THIS AGREEMENT

The homes covered under this Agreement and the deficiencies and repairs that need to be made at each home are contained in the printout attached hereto as Exhibit “A”, which is hereby made a part hereof. Exhibit “A” lists the homes covered by address number all of which are located on Backwater Street.

3. SPECIFIC TERMS

The City agrees that it will assume the maintenance responsibility for the homes contained in Exhibit “A” and will place them in their “Service Call” rotation upon the Developer completing the following:

- A. Developer shall use the attached Exhibit “A” to repair/correct all the deficiencies for each of the 50 addresses listed. Upon notification to the City by the Developer that all deficiencies have been corrected and all repairs made the City shall perform a follow-up inspection and issue a response.
- B. Developer shall provide to the City of Port St. Joe payment in the amount of \$74,250.00 (seventy-four thousand two hundred and fifty dollars), which represents the replacement cost of \$1,485 per OGP pump at the 50 listed addresses in Exhibit “A”.



C. Developer shall further confirm to City in writing that the plumbing plans have been corrected on any additional home built beyond the 50 listed in Exhibit "A" along Backwater Street to prevent the same from reoccurring.

4. ENTIRE AGREEMENT

This Agreement with exhibits represents the entire understanding and agreement between the parties and supersedes all other negotiations, understandings and representations made by and between the parties. he parties.

5. AMENDMENTS

The provisions of this lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

6. SEVERABILITY

If any portion of this Agreement is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Agreement and remainder of the Agreement will remain in full force and effect.

7. JURISDICTION AND VENUE

The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Agreement will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

8. GOVERNING LAW

This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida.

9. INDEPENDENT COUNSEL

The parties here have received independent advice and counseling regarding the preparation and subject of this Agreement and all terms, provisions and conditions it contains. This Agreement shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

10. E-MAIL AND/OR FACSIMILE SIGNATURE

An E-mail or facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

11. AUTHORIZATION TO BIND PARTIES

The persons executing this Agreement for the respective parties below, hereby state that they have complete authorization to execute and bind the parties to this Agreement.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023 to take effect as of the date first above written.

CITY OF PORT ST. JOE

BY: \_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_ Date

DR HORTON, INC.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

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

## DR Horton Backwater

Top of pump to top of the station is 24 inches

No odd number homes have sewer basin install as of 1/24/2023

1. 988 – 5” above ground grade, too much power cord to the pump, 18” to lateral
2. 984 - too much power cord, 18” to lateral
3. 978 - pump not tightened down on discharge pipe, too much power cord, 15” to lateral.
4. 972 - too much power cord, 23” to lateral
5. 966 - too much power cord, 19” to lateral, power PVC pipe needs to be trimmed down 10” in sewer basin.
6. 960 - too much power cord, 23” to lateral, PVC pipe for power is 8” in basin
7. 956 - 8” above grade, too much power cord, 20” to lateral
8. 950 – 8” above grade, PVC pipe for the power cord is not in tank (gap letting dirt in), 19” to lateral
9. 944 – 8’ above grade, too much power cord, 14’ to lateral
10. 940 – too much power cord, 21” to lateral, floats not working
11. 934 – 5” above grade, 16” to lateral, PVC for power in coming into the basin
12. 928 – 10” above grade, too much power cord, 22” to lateral, PVC for power is 10” into the basin.
13. 922 – 19” to lateral, Floats not working
14. 916 – 6” above grade, 23” to lateral.
15. 910 – 5” above grade, 23” to lateral
16. 906 – floats not working, 20.5” to lateral
17. 900 – 6” above grade, 20” to lateral, Floats swollen not working
18. 894 – too much power cord, 20” to lateral

19. 888 – 8" above grade, too much power cord, 22" to lateral
20. 882 – 8" above grade, 25" to lateral, too much power cord
21. 876 – 8" above grade, 21.5" to lateral, 7" FVC power pipe in basin, too much power cord.
22. 870 – 8" above grade, 22" to lateral, 8" of lateral sticking into the basin, too much power cord
23. 864 – 8" above grade, 22" to lateral, too much power cord
24. 856 – 6" above grade, 21" to lateral, too much power cord
25. 850 – 4" above grade, 24" to lateral, too much power cord
26. 842 – 8" above grade, 22" to lateral, too much power cord
27. 838 – 8" above grade, 20" to lateral, too much power cord
28. 830 – 8" above grade, 25" to lateral, too much power cord
29. 824 – 4" above grade, 18.5" to lateral, too much power cord
30. 818 – 6" above grade, 18.5" to lateral, too much power cord
31. 812 – 20" to lateral, too much power cord
32. 806 – above grade 6" of PVC pipe for power cord in basin, too much power cord, no control box, 23" to lateral
33. 800 – no valve box, 5" above grade, too much power cord, 23" to lateral
34. 794 – no valve box, 5" above grade, too much power cord, 24" to lateral
35. 788 – no valve box, 5" above grade, no control box, 21" to lateral
36. 780 – no valve box, 5" above grade, no control box, 21" to lateral
37. 774 – 4" above grade, 6" of PVC elect pipe in basin, 20" to lateral, too much power cord
38. 770 – 4" above grade, 20" to lateral, too much power cord

39. 764 – 4" above grade, no control box, too much power cord, elect PVC piping in in can (dirt coming into the Basin, too much power cord, 21" to lateral
40. 758 – 4" above grade, no control box, too much power cord, 21" to lateral, Elect PVC piping not coming into basin (dirt coming into basin
41. 752 – 5" above grade, no control box, too much power cord, 16" to lateral
42. 746 – 8" above grade, no control box, too much power cord, 21.5" to lateral
43. 742 – 6" above grade, too much power cord, 16" to lateral, no control box
44. 736 – 6" above grade, too much power cord, 16" to lateral, no control box
45. 730 – no control box, 6" above grade, 16" to lateral, too much power cord
46. 724 – too much power cord, 24" to lateral
47. 718 – 6" above grade, 20" to lateral, too much power cord, 5" of the PVC power cord piping in basin
48. 714 – 6" above grade, 20" to lateral, 5" of elect PVC piping in basin, too much power cord
49. 708 – 8" above grade, 4" of elect PVC piping in basin, too much power cord, 20" to lateral
50. 702 – 8" above grade, too much power cord, 19" to lateral

## Current City Projects 4/4/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Under Construction
- Centennial Bldg. Rehab- The project has been re-bid.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid.
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, out for bids on the CCTV Work.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- Under Construction.
- **Long Ave Water/Sewer- Complete**
- Long Ave. Paving- Under Construction.
- Ave. C, & D Paving- Waiting on striping to complete the project.
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- The Lift Station Contract has been signed and Design is ongoing for the Sewer Main.
- Skate Park- Working with the School on the location
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- ESAD Sewer Purchase Evaluation for Upgrades- Out for Bids
- 20<sup>th</sup> Street Stormwater Pipe- Working on Camera Quote
- Stormwater Pipe Replacement on 10<sup>th</sup> Street- The Pipe has been installed & the Patch Work is Scheduled.
- Maddox Park Trail & Parking Lot Paving- Scheduled.
- Fish Grinder- Waiting on delivery for installation.

Mr. Anderson,

The fire department has old analog radios that we need to get rid of, they are no longer of any use to us due to being on a digital system now. I would like to recommend that they be deleted from our inventory and donated to the Gulf County School System (PSJ elementary school). 18 Radios in total.

Vertex Standard radios

11) Model# VX-924-G7-5

Serial# 153E290027

8H360322

6K160136

1G650006

153E290065

8C310020

0G460023

8D320078

8D320077

8D320070

6K160140

5) Model# VX-180U

Serial# 2C221969

4J865257

3N651268

1K153858

2F143914

1) Model# VX-427A-4-5LTR

Serial# 6L040181

1) Model# EVX-534-G7-5

Serial# 2971100356

Michael Mize, Fire Chief



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

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

CASIO PITTMAN

ADDRESS: 220 AVE G

PORT ST JOE

FLORIDA

32456

CITY

STATE

ZIP

TELEPHONE 2294608758

EMAIL BOSSCLOTHING2K20@GMAIL.COM

DATE(S) REQUESTED JUL 02 , JUL 03

TIMES OF EVENT 10PM-3AM

TYPE OF EVENT IN DETAIL 4TH OF JULY CONCERT

PROPOSED # OF PEOPLE ATTENDING THE EVENT 150

Please check the following boxes that apply to your event:

- Alcohol
- Artists/Vendors
- Tax Exemption

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

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

1. **The City shall:**

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



2. **The User shall:**

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

3. **Payment of Charges:**

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

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

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.
- C. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- D. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- E. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- F. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- G. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- H. The premises shall not be marked upon, painted, cut, drilled, driven nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building, and any defacement, damage or injury caused will be the responsibility of user who signed this application.

**5. Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
  1. All lights were turned off after the event
  2. All A/C Heating units must be turned back up to a temperature of 77°
  3. All trash and decorations have been removed and placed in outside dumpsters after the event
  4. The premises have been secured after the event
  5. No damage to the property
  6. All the tables and chairs will be folded up and returned to the location they were found. (Do not remove tables and chairs from premises, be sure to let any party planners know they are property of the City).
  7. Keys must be returned to City Hall no later the 12:00 Noon the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after your departure could result in a forfeiture of your deposit.

**\*\* Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental\*\***

**6. Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) Casio Pittman, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.
- D. I understand that masks are strongly encouraged, and anyone attending this event will follow the CDC Guidelines in place for COVID-19.

FOR CITY OF PORT ST. JOE:

FOR USER:

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

**Casio Pittman** Digitally signed by Casio Pittman  
Date: 2023.03.11 19:50:01  
+04'00'  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**15March2023**  
\_\_\_\_\_  
Date

City of Port St. Joe, Florida  
Petitioner,

Case No. 2021050011

vs.

James Padgett  
379 E Bayview Dr.  
Eastpoint, FL 32328

Respondent

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**ORDER OF THE SPECIAL MAGISTRATE**

THIS MATTER was heard on March 3, 2022, before the Special Magistrate on the Petition of the City of Port St. Joe. Present for the hearing was Richard Burkett, Code Inspector. Respondent did not appear. Upon taking testimony of the Code Inspector and reviewing the evidence, the Special Magistrate finds as follows:

1. Respondent was properly served with notice of the alleged violation and notice of the hearing by certified mail and by publication.
2. Code Inspector Burkett described the violation and presented photographic evidence of the alleged violation, as well as testimony as to the condition of the property and the need for a new roof.
3. Respondent's property located at 903 16<sup>th</sup> Street, Port St. Joe, FL, parcel no: 05441-000R is found to be uninhabitable and is structurally unsafe and a threat to public safety.
4. The subject property was condemned by FEMA as a substandard property after Hurricane Michael.
5. Respondent's subject property is found to be in violation of Ordinance 296 of the City Code (the Code).

6.

IT IS THEREFORE ORDERED AS FOLLOWS:

A. Respondent shall have sixty (60) days from the date of this Order to begin to bring the subject property into compliance with the Code but replacing the damaged roof or begin demolition of the subject property and shall have ninety (90) days from the date of this Order to complete demolition and all required cleanup of the property.

B. Respondent shall contact the Code Inspector (850-229-8261; ext.112) upon completion of the above-ordered items for re-inspection of the premises and further actions consistent with this Order.

C. Respondent is assessed costs as follows:

(1) Notice of violation postage: \$ 6.90

(2) Notice of hearing postage: \$ 6.90

(3) Cost of publication: \$ 50.00

(4) Code Inspector time: \$ 100.00

(5) Clerk of Court filing fee \$ 27.00

**Total: \$ 190.80**

D. If Respondent fails to correct the Code violation cited herein within the specified time, the City of Port St. Joe shall have the right to take all reasonable and necessary actions to bring Respondent's property into compliance with this order, including having the property demolished and made safe and to assess the costs of said action against Respondent.

E. All costs assessed herein, including the costs the City may incur to bring the property

in compliance with this Order shall constitute a lien on the identified property located at 903 16<sup>th</sup> Street, Port St. Joe, FL, Parcel no. 05441-000R and this Order shall be recorded in the Public Records of Gulf County, Florida.

F. Any party to this action may appeal this Order to the Circuit Court of the 14<sup>th</sup> Judicial Circuit for Gulf County, Florida. Any such appeal shall be filed within thirty (30) days of the date of this Order.

G. The Magistrate may enter such further orders to allow the City to recover any costs of demolition the subject structure. DATED this 8th day of March, 2022.

By: Mel Magidson Jr.  
Hon. Mel Magidson Jr.  
City of Port St. Joe Special Magistrate

Copy:

James Padgett  
379 E Bayview Dr.  
Eastpoint, FL 32328

Richard Burkett  
City of Port St. Joe  
Code Inspector

# Grants Updated- 4/4/23

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
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
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 out for Bids to be opened on 8/12/22
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
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	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
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. Bids to be opened on 8/12/22.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
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. Dewberry is working on the Design.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 <sup>th</sup> 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 on Grant Agreement
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22.
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 submitted on 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22
Legislative Request	\$1,200,000 \$1,500,000	Field of Dreams Road Paving, both submitted by Clark Smith on 2/10/23
FDOT/SCOP	\$497,055.44	Road Paving from Hwy 98 to MLK on Ave. C & D. Application submitted 3/23