

**June 6, 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 June 6, 2023

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 5/16/23 Pages 4-7

City Engineer

- Long Ave. Paving
- First Street Paving
- Beacon Hill Sewer
- Downtown Water Line Replacement Phase I
- Madison Street Paving

City Attorney

- Land Swap Contract Pages 8-38
- Demo. Eviction Notices- Update

Old Business

- City Projects Page 39
- RFP 2022-02, Clifford Sims Park Improvements Pages 40-42

New Business

- Facility Fee Waiver Request- Jeff Schwikert Pages 43-46
- Proposed Meeting Schedule- June 13th Special, Cancellation of June 20th & July 4th Meetings

Public Works

- Update

Surface Water Plant

- Water Canal Cleaning-Update Pages 47-49

Wastewater Plant

- Update

Finance Director

- FEMA- Update

Code Enforcement

- Update

Police Department

- Update

City Clerk

- Grants- Update
- Resolution 2023-04 City Fees

Pages 50-51

Pages 52-54

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, May 16, 2023, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of May 2, 2023, and the Special Meeting of May 10, 2023. All in favor; Motion carried 4-0.

Planning Board Recommendation

Development Order and Special Exemption Request – Boat Ramp Inn LLC, 504 Monument Avenue Parcel #05682-000R

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the Development Order and Special Exemption Request of a 4' Special Exception for the South side balconies and the exclusion of the ice machine. All in favor; Motion carried 4-0.

City Engineer – Josh Baxley

Long Avenue Paving

The final lift of asphalt is complete from Highway 71 to Nineteenth Street. The contractor is currently working on sodding, turnouts, and paving the final lift from Highway 71 to First Street. Mr. Baxley noted that Long Avenue is a rough ride from Highway 71 to Nineteenth Street and the contractor is checking on the issue. He also noted there are issues at the Long Avenue Baptist Church parking area with ponding and the contractor is looking at that.

Mayor Buzzett noted that the intersection of Second Street and Long Avenue near NAPA needs to be looked at as well.

First Street Paving

The contractor is currently installing signage. Once the signage is complete, the final walkthrough will be scheduled.

Beacon Hill Sewer Design

The site has been cleared, and the Lift Station Wet Well will be delivered on May 25, 2023. The FDEP Permit has been issued and Dewberry is working on an advertisement for the collection system.

Downtown Water Line Replacement Phase I

This project is out for bid.

Maddox Park Parking Lot and Trail Paving

The trail paving is complete. Paving of the parking lot remains to be completed.

Madison Street Paving

The 90% plans and cost estimate have been provided to FDOT for review.

City Attorney

Mr. McCahill did not have any updates for the Commission.

Old Business

City Projects

Work is on going on the new parking lot by CVS. Pine straw was put out last week as the City is sprucing up for the holiday.

New Business –

HMGP Grant Task Order

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approve the HMGP Grant Task Order pending approval from DEM. All in favor; Motion carried 4-0. This is to elevate the 12 lift stations that were damaged by Hurricane Michael.

Workforce Board Mural Project for the Summer Program; Request for approval

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to approve the request from the Workforce Board for the Mural Project to be completed by the Summer program students at the Washington Gym Complex. All in favor; Motion carried 4-0.

RFQ 2023-01 CDBG-DR Wastewater Rehabilitation Project Phase I CCTV Sewer Video Inspection Services; Request for approval

Elizabeth Moore, President of Anchor CEI, provided the Commission with the results from the review committee. Their recommendation is for Southeast Pipe to provide the services for \$231,641. All in favor; Motion carried 4-0. Mrs. Moore shared that the project was advertised in the Star, News Herald, and Tallahassee Democrat and bids were opened on May 5, 2023.

Public Works – John Grantland

Mr. Grantland shared there will be a scheduled fire flow test for the Theatre on Wednesday, May 17, 2023, at 9 P.M.

Mr. Grantland also shared that the fish cleaning station was delivered yesterday.

Surface Water Plant – Larry McClamma

Mr. McClamma did not have any updates for the Commission and noted that his department is fully staffed.

Wastewater Plant – Kevin Pettis

Mr. Pettis reported that there is 3' of freeboard in the pond, the plant is pushing water well, and his department is fully staffed.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour has reached out to R. J. Gorman to see if they can honor the quote given earlier for work to be done at Clifford Sims Park. To date, he has not received a final response.

Commissioner Langston shared that he had received a request from Lianna Sagins of the Workforce Board for Soccer Goals at the Washington Site. Mr. Grantland responded that his department could provide the goals.

Commissioner Hoffman requested a month-to-month comparison of the revenue from the boat ramp. Mr. Lacour will provide these figures.

Code Enforcement –

Mr. Anderson shared that Mr. McCahill is working on the eviction notices for the Long Avenue and Sixteenth Street properties. He shared that the county is willing to partner with the City on four other structures to be demolished and the Code Enforcement Officer is working on ways to help individuals with derelict vehicles.

Police Department – Chief Richards

Chief Richards requested that 3 Dash Cameras (Pro Vision Dash Cam 1 Serial #2009S8HD0080; Provision Dash Cam 2 Serial # 2007S8HD0134, and Pro Vision Dash Cam 3 Serial #2007S8HD0135) be declared surplus and given to the Chattahoochee Police Department. All in favor, Motion carried 4-0.

Mayor Buzzett shared that a citizen had approached him about not being able to drive his new UTV Vehicle on City streets. Chief Richards is researching this, has found that it will require changing ordinances, and he is continuing his research on the project.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that City Staff continues to work on grants, required compliance, and reports.

She shared that the swearing in ceremony for Mayor Buzzett, Commission Langston, and newly elected Commissioner, Steve Kerigan, will be Tuesday June 20, 2023, at 11:30 A.M.

Citizens to be Heard –

No citizens wished to address the Commission.

Discussion Items by Commissioners

Commissioner Langston shared his concerns about traffic on Highway and the inability of residents to get on Highway 98 from Avenues A, B, C, and D.

He also asked that the Commissioners begin thinking about a Splash Pad and getting it operational.

Commissioner Lowry thanked Mr. Grantland for his help with the road issue on Garrison Avenue last week.

Commissioner Hoffman congratulated Mayor Buzzett and incoming Commissioner, Steve Kerigan, on their recent election. He noted the overwhelming majority each was elected by and felt the voice of the people had spoken.

Mayor Buzzett thanked the citizens for their support and congratulated Commissioner Langston and newly elected Commissioner Kerigan on their victories.

Motion to Adjourn

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:30 P.M.

Approved this _____ day of _____ 2023.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

REAL PROPERTY INTEREST EXCHANGE AGREEMENT

This Real Property Interest Exchange Agreement (this “**Agreement**”), dated as of _____, 2023 (the “**Effective Date**”) is entered into between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation (the “**City**”) and THE ST. JOE COMPANY, a Florida corporation (“**Joe**”).

RECITALS

A. The City is the fee simple owner of that certain real property described on Schedule A attached hereto and incorporated herein by reference (“**Parcel A**”);

B. Joe is the fee simple owner of that certain real property described on Schedule B attached hereto and incorporated herein by reference (“**Parcel B**”);

C. The City purchased Parcel A from Joe on April 21, 2020 and has since determined that Parcel B is better suited than Parcel A for its intended purposes;

D. The parties have agreed that the fair market value of each parcel is \$312,500 (the “**Agreed Value**”);

E. The City wishes to obtain title to Parcel B, and Joe is willing to transfer Parcel B to the City in exchange for the City’s transfer of Parcel A back to Joe, subject to the terms and conditions set forth herein.

F. The simultaneous consummation of the exchange of Parcel A and Parcel B on the Effective Date by the parties in accordance with the terms and conditions set forth herein shall be referred to as the “**Closing**.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Parcel A.**

a. Subject to the terms and conditions set forth herein and in consideration of the transfer of Parcel B, simultaneously with the execution hereof, the City shall transfer to Joe, and Joe shall accept from the City, good and marketable title to Parcel A, free and clear of all liens and encumbrances whatsoever, except for (a) liens for taxes, assessments and governmental charges not yet due and payable, (b) zoning laws and ordinances and similar laws; (c) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in any permits); (d) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that would be disclosed in a title commitment; and (e) any state of facts an accurate survey would show. The City shall execute and deliver to Joe the special warranty deed in the form attached hereto as Schedule C (the “**Parcel A Deed**”) on the date hereof, together with a FIRPTA certificate, terminations of the memorandum

of agreement and right of first refusal, and such owner's affidavits, resolutions or other documents and certificates reasonably required for Joe to obtain, at its expense, an owner's title insurance policy insuring Joe's title to Parcel A in the amount of the Agreed Value.

b. The parties understand and agree that Joe has had an opportunity to inspect Parcel A and except as otherwise set forth above or in the Parcel A Deed that Parcel A is being conveyed "AS IS" and "WITH ALL FAULTS". Joe hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement, (a) the City hereby specifically disclaims any warranty, guaranty, or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning (i) the nature and condition of Parcel A, including but not limited to, the water, soil, and geology, and the suitability thereof, for any and all activities and uses which Joe may elect to conduct thereon, (ii) except for any warranties contained in the Parcel A Deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, (iii) the compliance of Parcel A or the operation thereof with any laws, rules, ordinances, or regulations of any governmental entity or other body, (iv) the accuracy of any information furnished to Joe (the City shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of the City and no representations have been made by the City, its agents, employees or affiliates in order to induce Joe to enter into this transaction other than as expressly stated herein); or (v) that any government approval has been given for development on Parcel A. Joe shall accept Parcel A subject to any oil, gas and mineral interests which may exist on Parcel A. Except as specifically set forth above and in the Parcel A Deed, THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, CONCERNING ANY PORTION OF PARCEL A, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS. The provisions of this Section shall survive Closing and delivery of the Parcel A Deed.

c. Joe shall be solely responsible for making application, obtaining and paying for the cost of all permits, licenses, authorizations and approvals from the appropriate governmental or quasi-governmental entities having jurisdiction over Parcel A, that are necessary or desirable for Joe to develop Parcel A for any and all activities and uses which Joe may elect to conduct thereon, including without limitation, any drainage or stormwater retention facilities.

2. **Parcel B.**

a. Subject to the terms and conditions set forth herein and in consideration of the transfer of Parcel A, simultaneously with the execution hereof, Joe shall transfer to the City, and the City shall accept from Joe, good and marketable title to Parcel B, free and clear of all liens and encumbrances whatsoever, except for (a) liens for taxes, assessments and governmental charges not yet due and payable, (b) zoning laws and ordinances and similar laws; (c) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in any permits); (d) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that would be disclosed in a title commitment; and (e) any state of facts an accurate survey would show. Joe shall execute and deliver to the City the special warranty deed in the form attached hereto as Schedule D (the "**Parcel**

B Deed") on the date hereof, together with a FIRPTA certificate and such owner's affidavits, resolutions or other documents and certificates reasonably required for the City to obtain, at its expense, an owner's title insurance policy insuring the City's title to Parcel B in the amount of the Agreed Value. The City acknowledges that the Parcel B Deed specifies that Parcel B shall be used solely for municipal facility purposes (the "Permitted Use") and contains other restrictions on the City's use of Parcel B.

b. The parties understand and agree that the City has had an opportunity to inspect Parcel B and except as otherwise set forth above or in the Parcel B Deed that Parcel B is being conveyed "AS IS" and "WITH ALL FAULTS". The City hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement, (a) Joe hereby specifically disclaims any warranty, guaranty, or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning (i) the nature and condition of Parcel B, including but not limited to, the water, soil, and geology, and the suitability thereof, for any and all activities and uses which the City may elect to conduct thereon, (ii) except for any warranties contained in the Parcel B Deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, (iii) the compliance of Parcel B or the operation thereof with any laws, rules, ordinances, or regulations of any governmental entity or other body, (iv) the accuracy of any information furnished to the City (Joe shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Joe and no representations have been made by Joe, its agents, employees or affiliates in order to induce the City to enter into this transaction other than as expressly stated herein); or (v) that any government approval has been given for development on Parcel B. The City shall accept Parcel B subject to any oil, gas and mineral interests which may exist on Parcel B. Except as specifically set forth above and in the Parcel B Deed, JOE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, CONCERNING ANY PORTION OF PARCEL B, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING OT THE ABSENCE OF LATENT OR OTHER DEFECTS. The provisions of this Section shall survive Closing and delivery of the Parcel B Deed.

c. The City shall be solely responsible for making application, obtaining and paying for the cost of all permits, licenses, authorizations and approvals from the appropriate governmental or quasi-governmental entities having jurisdiction over Parcel B, that are necessary or desirable for the City to develop Parcel B for any and all activities and uses which the City may elect to conduct thereon, including without limitation, any drainage or stormwater retention facilities.

d. The parties agree that Joe shall retain a right of first refusal and repurchase option for Parcel B as further described on Schedule E, the terms of which are incorporated herein by reference.

3. **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, except that Joe shall pay the cost of any applicable recording fees, transfer and documentary stamp

taxes payable in connection herewith. Joe and the City shall prorate real estate taxes for Parcel A and Parcel B as of the Effective Date.

4. **Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, the Parcel A Deed and the Parcel B Deed.

5. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereto (or at such other address for a party as shall be specified in a notice given in accordance with this Section 5).

6. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

7. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8. **Recitals; Entire Agreement.** The recitals set forth above are true and correct and incorporated by reference into the body of this Agreement by this reference. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. **Amendment and Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

12. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Governing Law.** This Agreement shall be governed by the internal law of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. **Disclosures.** Florida law requires the following disclosures:

a. **Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

b. **Property Tax Disclosure.** NEITHER PARTY SHOULD RELY ON THE OTHER PARTY'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT SUCH PARTY MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO EXCHANGE OF THE PARCELS. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Real Property Interest Exchange Agreement to be executed as of the date below, effective as of the date first written above by their respective officers thereunto duly authorized.

CITY:

CITY OF PORT ST. JOE, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____, 2023

Address: 305 Cecil G. Costin Sr. Boulevard
Port St. Joe, Florida 32456

Attn: _____

JOE:

THE ST. JOE COMPANY

By: _____

Name: _____

Title: _____

Date: _____, 2023

Address: 130 Richard Jackson Blvd., Ste 200
Panama City Beach, Florida 32407

Attn: Elizabeth Walters, General Counsel

Schedule A
Parcel A Legal Description

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) WITH THE SOUTH RIGHT OF WAY LINE OF AVENUE A AND PROCEED SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 656.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 979.45 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 388.88 FEET; THENCE NORTH 22 DEGREES 31 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 17.10 FEET; THENCE NORTH 41 DEGREES 50 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 20.66 FEET; THENCE NORTH 48 DEGREES 29 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 22.68 FEET; THENCE NORTH 25 DEGREES 43 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 62.39 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 28.52 FEET; THENCE NORTH 79 DEGREES 08 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 67.71 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 40.06 FEET; THENCE NORTH 26 DEGREES 52 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 52.26 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 159.92 FEET; THENCE SOUTH 57 DEGREES 52 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 62.76 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 69.46 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 136.23 FEET; THENCE SOUTH 54 DEGREES 40 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 69.21 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 134.45 FEET; THENCE SOUTH 78 DEGREES 51 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 210.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DAVID B LANGSTON DRIVE (60' RIGHT OF WAY), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AS FOLLOWS: NORTH 00 DEGREES 44 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 49.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 145.00 FEET, THROUGH A CENTRAL ANGLE OF 74 DEGREES 33 MINUTES 19 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 188.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 38 DEGREES 00 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 175.65 FEET); THENCE NORTH 75 DEGREES 17 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 29.20 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 57 MINUTES 56 SECONDS; THENCE PROCEED WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.57 FEET, (CHORD BEARING AND DISTANCE = NORTH 72 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 19.57 FEET); THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED NORTH 00 DEGREES 17 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 142.59 FEET TO THE POINT OF BEGINNING.

Schedule B
Parcel B Legal Description

Schedule C
Form of Parcel A Special Warranty Deed

Schedule D
Form of Parcel B Special Warranty Deed

Schedule E
Right of First Refusal and Repurchase Option Terms

Right of First Refusal

1. **Transfer.** In the event that the City decides to assign, sell, lease, transfer, hypothecate, convey or grant (whether voluntarily or otherwise) all or any portion of the City's right, title or interest of any kind or nature in and to Parcel B to a third party (any of which shall be referred to hereinafter as a "**Transfer**"), the City shall provide Joe with a copy of a bona fide, written offer ("**Offer**") from an arms-length third party who proposes to be the transferee ("**Proposed Transferee**"), setting forth all of the terms and conditions of the Transfer. Joe shall have the right for a period of 15 days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from the City to the Proposed Transferee on the terms and conditions set forth in the Offer ("**Right of First Refusal**").

2. **Exercise.** Joe shall exercise its Right of First Refusal by giving written notice to the City, specifying a date not earlier than 30 days and not later than 60 days after the date of Joe's receipt of the Offer, on which Joe will complete the closing on the Transfer. In the event that Joe does not elect to exercise its Right of First Refusal, the City shall be free to complete the Transfer to the Proposed Transferee in accordance with the Offer. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed Transferee, the City must give written notice of such change to Joe, and Joe shall again have a 15 day period during which it may elect to acquire the interest of the City proposed to be transferred by the City on the terms and conditions set forth in the revised Offer.

3. **Duration.** In the event that Joe does not elect to exercise its Right of First Refusal as aforesaid, the Proposed Transferee and every subsequent owner of Parcel B (and the City, if the original Proposed Transferee fails to complete the closing on the Transfer) shall remain bound by the terms and provisions of this Section, and any subsequent proposed Transfer shall again give rise to Joe's Right of First Refusal to acquire the interest proposed to be transferred, in accordance with the provisions of this Section. The Right of First Refusal shall terminate upon completion of construction of improvements on Parcel B approved by Joe.

4. **Survival.** The provisions of this Section shall survive Closing.

5. **Recorded Notice.** A Notice of Right of First Refusal, in form and substance satisfactory to Joe, shall be executed by the City and Joe simultaneously herewith, and recorded in the public records of Gulf County, Florida.

Repurchase Option

1. **Repurchase Option.** For a period of twenty (20) years from the Effective Date, Joe shall have a right to repurchase Parcel B as described below. For purposes of this Section, the term "the City" shall include any of the City's successors and assigns in interest in Parcel B.

2. **Use Default.** The following events shall constitute a “**Use Default**”: (i) the City’s use of any portion of Parcel B for other than the Permitted Use or (ii) the City’s failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, which failure continues for longer than 30 days after Joe gives the City written notice thereof.

3. **Remedies.** Upon the occurrence of a Use Default, Joe may elect to repurchase Parcel B in accordance with and subject to the terms, conditions and limitations set forth in this Section (“**Repurchase Option**”).

4. **Exercise.** If Joe concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Joe shall then provide written notice to the City specifying the Use Default (“**Use Default Notice**”). If the City has not cured the Use Default within 30 days after receipt of the Use Default Notice, then Joe may exercise its Repurchase Option by providing written notice to the City (“**Acquisition Notice**”). The Acquisition Notice shall specify a date not more than 90 days thereafter, on which Joe shall acquire all of the City’s right, title and interest in and to Parcel B, together with all improvements thereon and all licenses and permits appurtenant to Parcel B. For purposes hereof, the City will be deemed to have cured a failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, if the City has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, the City shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date the City cures the first Use Default.

5. **Repurchase Price.** The repurchase price to be paid by Joe for Parcel B acquired through the Repurchase Option (“**Repurchase Price**”), shall be calculated as of the date of the Acquisition Notice as follows:

a. The sum of (i) Agreed Value and (ii) as to any completed or partially completed improvements located on Parcel B, the then fair market value as determined by a mutually agreed upon appraiser, of any such improvements not including the Agreed Value (“**Improvement Value**”).

b. The above sum shall be reduced an amount equal to 5% of the Improvement Value, which amount the parties hereby agree constitutes an appropriate liquidated damage adjustment to the Repurchase Price in light of possible liens and other damages, the actual damages which would be sustained by Joe being impossible to determine as of the Effective Date.

If Joe proposes an appraiser to the City for approval and the City is unwilling to approve of such appraiser within 15 days after receipt of such proposal, the City may designate a second appraiser not later than 30 days after receipt of Joe’s notice proposing an appraiser. The two appraisers designated by the City and Joe shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the value of the improvements on Parcel B. The average of the three appraised values shall be deemed to be the Improvement Value. If the City fails to designate a second appraiser within the aforementioned 30 day period, the appraiser initially proposed by Joe shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control.

6. **Minimum Repurchase Price.** Notwithstanding the provisions of this Section, in no event will the Repurchase Price be less than the amount required to pay or discharge any debt then outstanding which has been incurred by or on behalf of the City, in order to finance the acquisition of Parcel B or the construction of the improvements thereon.

7. **Additional Repurchase Terms.** In the event that Joe exercises its Repurchase Option, the following provisions shall apply:

a. **Title.** The City shall be required to convey title to Parcel B to Joe subject only to those matters of record as of the date on which the City originally acquired title to Parcel B, and any utility, drainage or other easements necessary in order to develop Parcel B which have, as of the date of the Acquisition Notice, been granted to third parties by the City.

b. **Fixtures and Equipment.** Fixtures and equipment placed or installed on Parcel B by the City as an addition or improvement may, at Joe's option, be purchased by Joe at fair market value, or such fixtures and equipment shall be removed by the City.

8. **No Election of Remedies.** Joe's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

9. **Survival.** The provisions of this Section shall survive Closing.

10. **Recorded Memorandum.** A Memorandum of Agreement, evidencing the terms of this Section and in form and substance satisfactory to Joe, shall be executed by the City and Joe simultaneously herewith, and recorded in the public records of Gulf County, Florida.

PREPARED BY/RETURN TO:

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the “Memorandum”) is made and entered into as of the ____ day of _____, 2023, by and between **THE ST. JOE COMPANY**, a Florida corporation, whose address is 130 Richard Jackson Blvd., Suite 200, Panama City Beach, Florida 32407 (“Joe”) and **CITY OF PORT ST. JOE, FLORIDA**, a municipal corporation, who address is 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456 (“City”).

WITNESSETH:

WHEREAS, pursuant to that certain Real Property Interest Exchange Agreement having an effective date of _____, 2023 (the “Exchange Agreement”), Joe conveyed to City that certain property more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“Parcel B”); and

WHEREAS, pursuant to 2(a) of the Exchange Agreement, City agreed to specific permitted use of Parcel B, which was agreed to survive the closing of the conveyance of Parcel B; and

WHEREAS, pursuant to 2(d) and Schedule E of the Exchange Agreement, City agreed that Joe shall have the right to repurchase Parcel B under certain conditions, which right was agreed to survive the closing of the conveyance of Parcel B; and

WHEREAS, the closing of the conveyance of Parcel B pursuant to the Exchange Agreement took place as of the date hereof (“Closing Date”);

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in the Exchange Agreement, the parties agree as follows:

1. **Definitions.** Terms not specifically defined herein shall have the meaning ascribed to them in the Exchange Agreement.

2. **Survivorship.** Joe and City hereby agree that, in addition to any other terms and conditions of the Exchange Agreement which are intended to survive the Closing, the following terms and conditions in substantial accordance with the Exchange Agreement shall survive the Closing of the conveyance of the Property by Joe to City and are intended to be binding upon the Property as covenants running with the land:

a. Section 2(a): Permitted Use. City acknowledges that the Parcel B Deed specifies that Parcel B shall be used solely for municipal facility purposes and contains other restrictions on the City’s use of Parcel B.

b. Section 2(d): Repurchase Option. The parties agree that Joe shall retain a repurchase option as further described on Schedule E of the Exchange Agreement, which terms are duplicated below:

i. **Repurchase Option.** For a period of twenty (20) years from the Effective Date, Joe shall have a right to repurchase Parcel B as described below. For purposes of this Section, the term “The City” shall include any of the City’s successors and assigns in interest in Parcel B.

ii. **Use Default.** The following events shall constitute a “Use Default”: (i) the City’s use of any portion of Parcel B for other than the Permitted Use or (ii) the City’s failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, which failure continues for longer than 30 days after Joe gives the City written notice thereof.

iii. **Remedies.** Upon the occurrence of a Use Default, Joe may elect to repurchase Parcel B in accordance with and subject to the terms, conditions and limitations set forth in this Section (“Repurchase Option”).

iv. **Exercise.** If Joe concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Joe shall then provide written notice to the City specifying the Use Default (“Use Default Notice”). If the City has not cured the Use Default within 30 days after receipt of the Use Default Notice, then Joe may exercise its Repurchase Option by providing written notice to the City (“Acquisition Notice”). The Acquisition Notice shall specify a date not more than 90 days thereafter, on which Joe shall acquire all of the City’s right, title and interest in and to Parcel B, together with all improvements thereon and all licenses and permits appurtenant to Parcel B. For purposes hereof, the City will be deemed to have cured a failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, if the City has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, the City shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date the City cures the first Use Default.

v. **Repurchase Price.** The repurchase price to be paid by Joe for Parcel B acquired through the Repurchase Option (“Repurchase Price”), shall be calculated as of the date of the Acquisition Notice as follows:

1. The sum of (i) Agreed Value and (ii) as to any completed or partially completed improvements located on Parcel B, the then fair market value as determined by a mutually agreed upon appraiser, of any such improvements not including the Agreed Value (“Improvement Value”).

2. The above sum shall be reduced an amount equal to 5% of the Improvement Value, which amount the parties hereby agree constitutes an appropriate liquidated damage adjustment to the Repurchase Price in light of possible liens and other damages, the actual damages which would be sustained by Joe being impossible to determine as of the Effective Date.

If Joe proposes an appraiser to the City for approval and the City is unwilling to approve of such appraiser within 15 days after receipt of such proposal, the City may designate a second appraiser not later than 30 days after receipt of Joe’s notice proposing an appraiser. The two appraisers designated by the City and Joe shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the value of the improvements on Parcel B. The average of the three appraised values shall be deemed to be the Improvement Value. If the City fails to designate a second appraiser within the aforementioned 30 day period, the appraiser initially proposed by Joe shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control.

vi. **Minimum Repurchase Price.** Notwithstanding the provisions of this Section, in no event will the Repurchase Price be less than the amount required to pay or discharge any debt then outstanding which has been incurred by or on behalf of the City, in order to finance the acquisition of Parcel B or the construction of the improvements thereon.

vii. **Additional Repurchase Terms.** In the event that Joe exercises its Repurchase Option, the following provisions shall apply:

1. **Title.** The City shall be required to convey title to Parcel B to Joe subject only to those matters of record as of the date on which the City originally acquired title to Parcel B, and any utility, drainage or other easements necessary in order to develop Parcel B which have, as of the date of the Acquisition Notice, been granted to third parties by the City.

2. **Fixtures and Equipment.** Fixtures and equipment placed or installed on Parcel B by the City as an addition or improvement may, at Joe's option, be purchased by Joe at fair market value, or such fixtures and equipment shall be removed by the City.

viii. **No Election of Remedies.** Joe's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in the Exchange Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

[Signatures appear on the following pages.]

Signed, sealed and delivered
in the presence of:

CITY OF PORT ST. JOE, FLORIDA, a
municipal corporation

(Print Name) _____

By: _____

Name: _____

Its: _____

(Print Name) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ___ day of _____, 2023, by _____, as _____ for CITY OF PORT ST. JOE, FLORIDA, a municipal corporation, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

THE ST. JOE COMPANY, a Florida corporation

(Print Name)

By: _____

Name: _____

Its: _____

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ___ day of _____, 2023, by _____, as _____ for THE ST. JOE COMPANY, a Florida corporation, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

Exhibit A
Legal Description

4880-3187-6451, v. 1

PREPARED BY/RETURN TO:

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

NOTICE OF RIGHT OF FIRST REFUSAL

KNOWN TO ALL PERSONS BY THESE PRESENTS: That pursuant to that certain Real Property Interest Exchange Agreement having an effective date of _____, 2023 (the "Exchange Agreement"), **THE ST. JOE COMPANY**, a Florida corporation, whose address is 130 Richard Jackson Blvd., Suite 200, Panama City Beach, Florida 32407 ("Joe") agreed to convey and **CITY OF PORT ST. JOE, FLORIDA**, a municipal corporation, who address is 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456 ("City") agreed to accept that certain property more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Parcel B"); and in accordance with Section 2(d) and Schedule E of said Exchange Agreement, Joe and City hereby give notice of the following provisions as set forth therein:

Right of First Refusal

1. **Definitions.** Terms not specifically defined herein shall have the meaning ascribed to them in the Exchange Agreement.

2. **Transfer.** In the event that the City decides to assign, sell, lease, transfer, hypothecate, convey or grant (whether voluntarily or otherwise) all or any portion of the City's right, title or interest of any kind or nature in and to Parcel B to a third party (any of which shall be referred to hereinafter as a "**Transfer**"), the City shall provide Joe with a copy of a bona fide, written offer ("**Offer**") from an arms-length third party who proposes to be the transferee ("**Proposed Transferee**"), setting forth all of the terms and conditions of the Transfer. Joe shall have the right for a period of 15 days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from the City to the Proposed Transferee on the terms and conditions set forth in the Offer ("**Right of First Refusal**").

3. **Exercise.** Joe shall exercise its Right of First Refusal by giving written notice to the City, specifying a date not earlier than 30 days and not later than 60 days after the date of Joe's receipt of the Offer, on which Joe will complete the closing on the Transfer. In the event that Joe does not elect to exercise its Right of First Refusal, the City shall be free to complete the Transfer to the Proposed Transferee in accordance with the Offer. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed Transferee, the City must give written notice of such change to Joe, and Joe shall again have a 15 day period during which it may elect to acquire the interest of the City proposed to be transferred by the City on the terms and conditions set forth in the revised Offer.

4. **Duration.** In the event that Joe does not elect to exercise its Right of First Refusal as aforesaid, the Proposed Transferee and every subsequent owner of Parcel B (and the City, if the original Proposed Transferee fails to complete the closing on the Transfer) shall remain bound by the terms and provisions of this Section, and any subsequent proposed Transfer shall again give rise to Joe's Right of First Refusal to acquire the interest proposed to be transferred, in accordance with the provisions of this Section. The Right of First Refusal shall terminate upon completion of construction of improvements on Parcel B approved by Joe.

5. **Survival.** The provisions of this Section shall survive Closing.

Signed, sealed and delivered
in the presence of:

CITY OF PORT ST. JOE, FLORIDA, a
municipal corporation

(Print Name) _____

By: _____

Name: _____

Its: _____

(Print Name) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ___ day of _____, 2023, by _____, as _____ for CITY OF PORT ST. JOE, FLORIDA, a municipal corporation, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

THE ST. JOE COMPANY, a Florida corporation

(Print Name) _____

By: _____

Name: _____

Its: _____

(Print Name) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ____ day of _____, 2023, by _____, as _____ for THE ST. JOE COMPANY, a Florida corporation, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

Exhibit A
Legal Description

4873-7212-5795, v. 1

PREPARED BY/RETURN TO:

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

TAX ID: 04836-000R

Record Deed: \$27.00
Documentary Stamp Tax: \$2,187.50
Consideration: \$312,500.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this __ day of _____, 2023, by **THE ST. JOE COMPANY**, a Florida corporation (“Grantor”), having an address of 130 Richard Jackson Blvd., Suite 200, Panama City Beach, Florida 32407, in favor of **CITY OF PORT ST. JOE, FLORIDA**, a Florida municipal corporation (“Grantee”), having an address of 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee its successors and assigns, the land, situate, lying and being in the County of Gulf County, State of Florida described on Exhibit “A” attached hereto (the “Property”) solely for municipal facility purposes (“Permitted Use”) and further subject to the additional restrictions of use described on Exhibit “B” attached hereto.

This conveyance is subject to taxes for 2023 and subsequent years, all covenants, easements, conditions and restrictions of record and zoning and regulatory ordinances of government agencies which affect the Property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property, and hereby specially warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE ST. JOE COMPANY, a Florida corporation

(Print Name) _____

By: _____

Name: _____

Its: _____

(Print Name) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ____ day of _____, 2023, by _____, as _____ for THE ST. JOE COMPANY, a Florida corporation, who is personally known to me or produced as identification.

Notary Public, State of Florida
My Commission Expires: _____

Exhibit A
Property

[insert]

Exhibit B
Permitted Use

Grantor makes no representation that the Permitted Use will be permitted by local, county, state or federal authorities. The Property shall be operated and used in strict accordance with applicable land use and zoning laws, rules and ordinances. Accordingly, Grantee shall comply with all applicable statutes, rules, permits and ordinances enforceable by the United States Army Corps of Engineers, Florida Department of Environmental Protection and all other local, state and federal authorities having jurisdiction over the Property and the Permitted Use. **Without limiting the generality of the foregoing, Grantee shall strictly comply with all statutes, rules and ordinances pertaining to the handling, storage, transportation and disposal of gasoline and any other hazardous, toxic or similarly dangerous substances. Grantee shall hold harmless, indemnify and defend Grantor from loss, cost, damage or expense incurred by Grantor and arising as a result of a violation by Grantee of any such statute, rule, ordinance, or permit.** Grantee shall not conduct any business upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

Grantee acknowledges that Grantor has a justifiable concern with regard to the particular use of the Property. Accordingly, Grantee acknowledges that Grantor must retain some degree of control over the use of the Property. In light of the foregoing, Grantee covenants and agrees that it shall not be unreasonable for Grantor to withhold its consent to the Property being used for the prohibited uses more particularly described below (the "Prohibited Uses") and Grantee unconditionally agrees that the Prohibited Uses shall not be permitted on the Property.

1. Any public or private nuisance.
2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness.
3. Any obnoxious odor.
4. Any noxious, toxic, caustic or corrosive fuel or gas.
5. Any dust, dirt or fly ash in excessive quantities.
6. Any flammable, explosive or other damaging or dangerous hazard, including, without limitation, the storage, display or sale of explosives or fireworks.
7. Any assembly, manufacture, distillation, refining, smelting, agriculture or mining operations.
8. Any mobile home or trailer court, lot for sale of new or used motor vehicles, labor camp or animal raising. Notwithstanding the foregoing, pet shops shall be permitted on the Land, provided that such shops shall be so conducted that there shall be no violation of the other prohibitions of this Exhibit A by reason of the operation of such shops.
9. Any dumping of garbage or refuse, other than in appropriate containers during the normal course of operation of the improvements on the property.
10. Any veterinary hospital, car washing establishment (unless incidental to an automotive service station), and/or wash bay for the use of the residential owners), mortuary or similar service establishment.
11. A dry cleaning or laundry plant or facility (except for an establishment which receives and dispenses items for laundry and/or dry cleaning but the processing thereof is done elsewhere).
12. Any facility offering automotive repair, tune-up, oil change or other automotive services, an auto parts store, a recreational vehicle sales and/or service facility, a tire store, or an automotive body and fender

repair shop; provided that the term “automotive” is understood and agreed to include all cars, trucks, motorcycles, RV’s, ATV’s, personal water craft, and boats.

13. Any shooting gallery or target range.
14. Any prostitution or “adult” peep shows, pornographic book stores, pornographic novelty shops, or video stores which sell pornographic or adult videos.
15. A theater of any kind.
16. A catering or banquet hall except as part of a restaurant or school cafeteria.
17. A so called “head shop”.
18. A bowling alley.
19. A bingo parlor or other establishment conducting games of chance except for incidental Florida Lottery program products.
20. A billiard parlor or pool room.
21. A sales office, showroom or storage facility for boats, automobiles, trucks or other vehicles or crafts.
22. A pawn shop.
23. A funeral parlor.
24. A massage parlor.
25. A discotheque or dance hall.
26. A skating rink.
27. A stockyard.
28. An off-track betting parlor or establishment.
29. A house of worship.
30. An amusement arcade or game room.
31. A business selling so called “second hand goods”.
32. A junkyard operation.
33. A recycling facility.
34. A house of ill repute.
35. A “strip joint” or any similar facility for adult dancing.
36. Any so called “flea market”.
37. An industrial factory or any business manufacturing products for sale at retail outlets.
38. Any check cashing, pay day loan or title loan business.
39. Any pylon signage.

PREPARED BY/RETURN TO:

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

TAX ID: 04591-002R

Record Deed: \$27.00
Documentary Stamp Tax: \$2,187.50
Consideration: \$312,500.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this ___ day of _____, 2023, by **CITY OF PORT ST. JOE, FLORIDA**, a Florida municipal corporation (“Grantor”), having an address of 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456, in favor of **THE ST. JOE COMPANY**, a Florida corporation (“Grantee”), having an address of 130 Richard Jackson Blvd., Suite 200, Panama City Beach, Florida 32407.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee its successors and assigns, the land, situate, lying and being in the County of Gulf County, State of Florida described on Exhibit “A” attached hereto (the “Property”).

This conveyance is subject to taxes for 2023 and subsequent years, all covenants, easements, conditions and restrictions of record and zoning and regulatory ordinances of government agencies which affect the Property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property, and hereby specially warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF PORT ST. JOE, FLORIDA, a
municipal corporation

(Print Name)

By: _____

Name: _____

Its: _____

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me via physical presence this ____ day of _____, 2023, by _____, as _____ for CITY OF PORT ST. JOE, FLORIDA, a municipal corporation, who is personally known to me or produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

Exhibit A
Property

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) WITH THE SOUTH RIGHT OF WAY LINE OF AVENUE A AND PROCEED SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 656.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 44 MINUTES 25 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 979.45 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 388.88 FEET; THENCE NORTH 22 DEGREES 31 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 17.10 FEET; THENCE NORTH 41 DEGREES 50 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 20.88 FEET; THENCE NORTH 48 DEGREES 29 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 22.68 FEET; THENCE NORTH 25 DEGREES 43 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 62.39 FEET; THENCE NORTH 69 DEGREES 59 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 28.52 FEET; THENCE NORTH 79 DEGREES 08 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 67.71 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 40.06 FEET; THENCE NORTH 26 DEGREES 52 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 52.26 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 159.92 FEET; THENCE SOUTH 57 DEGREES 52 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 62.78 FEET; THENCE SOUTH 16 DEGREES 36 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 69.46 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 136.23 FEET; THENCE SOUTH 54 DEGREES 40 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 69.21 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 134.45 FEET; THENCE SOUTH 78 DEGREES 51 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 210.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DAVID B LANGSTON DRIVE (60' RIGHT OF WAY); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AS FOLLOWS: NORTH 00 DEGREES 44 MINUTES 19 SECONDS WEST, FOR A DISTANCE OF 49.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 145.00 FEET, THROUGH A CENTRAL ANGLE OF 74 DEGREES 33 MINUTES 19 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 188.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 38 DEGREES 00 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 175.65 FEET); THENCE NORTH 75 DEGREES 17 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 29.20 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 57 MINUTES 56 SECONDS; THENCE PROCEED WESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.57 FEET, (CHORD BEARING AND DISTANCE = NORTH 72 DEGREES 18 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 19.57 FEET); THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED NORTH 00 DEGREES 17 MINUTES 23 SECONDS WEST, FOR A DISTANCE OF 142.59 FEET TO THE POINT OF BEGINNING.

Current City Projects 6/6/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board.
- Clifford Sims Park Repairs- Approved by FEMA on 4/21/23. June 6th Agenda to consider awarding the bid.
- Centennial Bldg. Rehab- The project has been re-bid and the news bids are under review.
- Lighthouse Complex Sleeping Beauty Rehab- The project has been re-bid and is under review.
- Core Park Stage, Splash Pad, & Restroom- Looking for Funding
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, The CCTV Work bid has been awarded.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- Long Ave. Paving- Under Construction.
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- The Lift Station is under construction & the Collection System is out for bids.
- Skate Park- Working with the School on the location.
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- ESAD Sewer Purchase Evaluation for Upgrades- The materials have been ordered.
- 20th Street Stormwater Pipe- Working on Camera Quote
- **Maddox Park Trail & Parking Lot Paving- Complete.**
- Fish Grinder- Working on Installation.
- Reid Ave. Street Lights- (3) new Light Poles have been ordered and City Staff is working with the Chamber to wrap the poles with additional lighting.
- **New Parking Lot at the corner of 1st Street and David Langston Drive- Complete.**

RFP # 2022-02
Clifford Sims Park Improvements
April 8, 2022 - 3 :05 P.M.
City Commission Conference Room
Extended to 4/18/22 - 3:05 P.M.

VENDOR		BID AMOUNT
R.J. Gorman Marine		721,177.67
H.G Harders and Son INC.		914,940

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, April 19, 2022, at Noon.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of April 5, 2022. All in favor; Motion carried 5-0.

Mr. McCahill read Form 8B Memorandum of Voting Conflict For County, Municipal, and Other Local Public Officers as completed by Commissioners David Ashbrook and Scott Hoffman concerning Ordinance 597 Food Trucks. Commissioner Ashbrook's employer, Tapper and Company, will be using a food truck and Commissioner Hoffman does the bookwork for his brother's food truck business.

City Engineer – Josh Baxley

Long Avenue Water / Sewer Project Change Order #3 and #4:

This project is under construction. A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry to approve Change Order #3, an increase of \$291,652.38, and Change Order #4 a deduct of \$1,051,118.25 for materials purchased directly by the City. All in favor; Motion carried 5-0.

RFP 2022-01 First Street Paving, Request to Re-bid:

The Bid Advertisement has been provided to the City.

Clifford Sims Park Plan, RFP 2022-02 Handout:

Two bids were opened on April 18, 2022. R. J. Gorman Marine \$721,177.67 and H. G. Harders and Son, Inc., \$914,940. Each company quoted a 10% contingency on their bid. The bids are under review by Dewberry, and Mr. Lacour has sent the bids to FEMA / State PA for their review. The project is currently in Step 4 of 8 Steps with the State PA.

Boat Ramp Access Road Design

Dewberry is finalizing the plans this week and they are preparing the bid package.

Mayor Buzzett requested that the contractors on the Long Avenue Project check their repairs and make sure the roads are patched. He noted the dip on First Street near the new lift station that has started and asked that it be looked at.

Commissioner Langston asked that better notification of road closings be given. He pointed out that there is no information given, signs just appear as people are going to work and school and the lack of notification is causing issues. Mr. Baxley will talk with the contractors about this.

City Attorney –

ESAD Sewer Discussion

The Gulf County Board of County Commissioners has committed to paying \$500,000 to the City from grant funds toward the purchase of the ESAD Sewer and provide up to \$250,000 for lift station repairs.

Jim Anderson

From: John Grantland
Sent: Wednesday, May 17, 2023 7:00 AM
To: Jim Anderson
Cc: Michael Lacour
Subject: FW: Clifford Sims Price Update

Jim – Below is RJ Gorman’s updated bid amount for Clifford Sims Park, looks like we’re only seeing an increase of \$11,296.80.

John

From: wesley@rjgormanmarine.com <wesley@rjgormanmarine.com>
Sent: Tuesday, May 16, 2023 4:20 PM
To: John Grantland <jgrantland@psj.fl.gov>
Cc: Justin Gorman <justin@rjgormanmarine.com>
Subject: Clifford Sims Price Update

Good afternoon, John

The updated number for Clifford Sims Park is \$732,474.55 not including the contingency allowance. Please let me know if you have any questions.



Wesley Lockwood | Estimator
C. (850) 348-1222 | O. (850) 769-7747 x103
Wesley@RJGormanMarine.com

RJ Gorman Contracting, LLC
1944 Frankford Ave, Panama City, FL 32405

Jim Anderson

From: Bonnie Durham
Sent: Tuesday, May 9, 2023 11:45 AM
To: Jim Anderson
Subject: Rental of the STAC House
Attachments: SUN147523050909070.pdf

Good morning Jim,

Jeff just stopped by and gave me the application for the STAC House and I attached it for you to review and bring before the board to see if we can wave any fees for them.

Thank you,

*Bonnie A. Durham
City of Port St. Joe
Public Works
1002 10th St.
Port St. Joe, FL 32456
(850) 229-8247*

AGREEMENT FOR TEMPORARY USE OF STAC HOUSE
CITY OF PORT ST. JOE, FLORIDA

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

Jeff Schweikert

ADDRESS: 528 3rd Street

Port St Joe FL 32456
CITY STATE ZIP

TELEPHONE (850) 818-2775 EMAIL running-tigger1@hotmail.com

DATE(S) REQUESTED every other thursday starting May 18th TIMES OF EVENT 5:30- 8:30

TYPE OF EVENT IN DETAIL meeting of 2 adults and 4-6 teens working on social skills and using skills learned in therapy.

PROPOSED # OF PEOPLE ATTENDING THE EVENT 5-8 (usually 6)

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 Stac House 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 or ganizations 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) Jeff Schweikert, 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:

Approving Authority

Date

FOR USER:

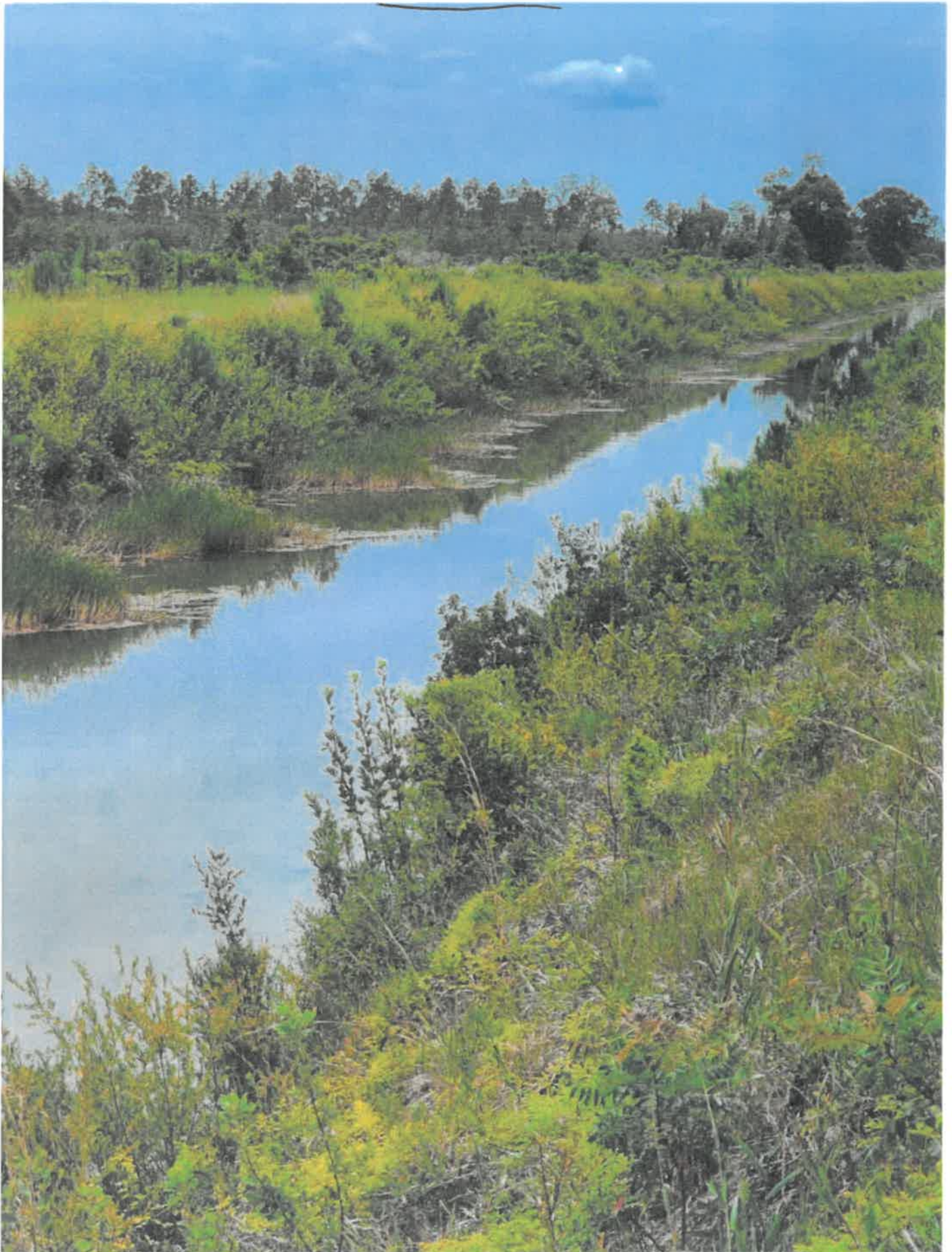
Jeff Schweikert

Signature

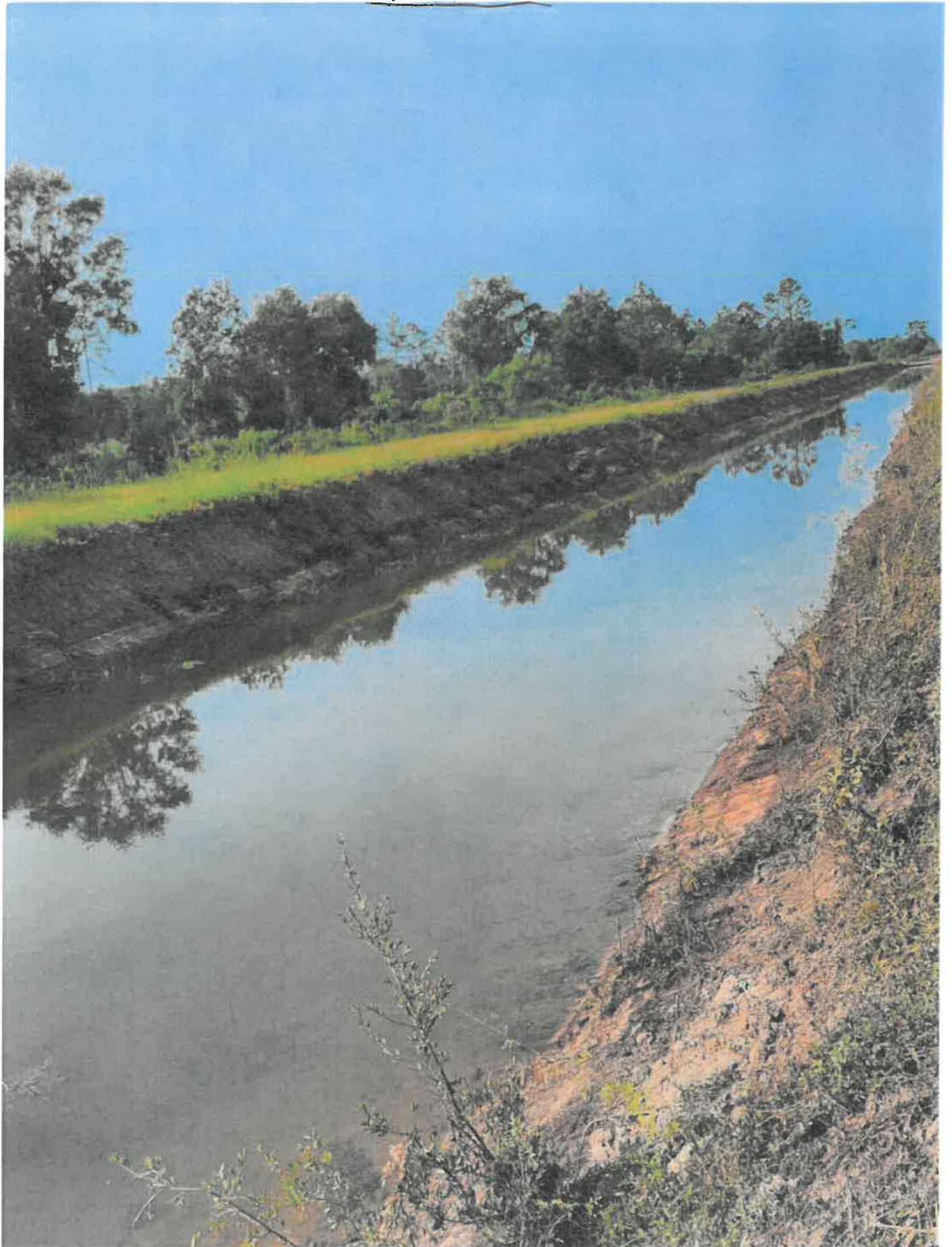
5/9/2020

Date

Before



After





02/15/2023

Grants Updated- 6/6/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded 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. 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. \$1,000,000 allocated for a Sports Complex & 786,545 for Road Paving.
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 th Street Park. Grant Application submitted 7/15/21. Was not approved.
CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF

		Approved, waiting.
FRDAP	\$150,000	Core Park Splash Pad, 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, Approved 4/21/23
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

RESOLUTION NO 2023-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES, CHARGES AND EXPENSES RELATED TO PROGRAMS AND FACILITIES PROVIDED BY THE CITY OF PORT ST. JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, 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, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt a schedule of fees, charges and expenses;

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

1. The City Commission hereby adopts the schedule of fees, charges and expenses attached hereto as Exhibit "A" for programs and facilities described therein.
2. Resolutions or other schedule of fees, charges and expenses of any kind associated with City programs and facilities adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this ____ day of June, 2023.

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

BY: _____
Rex Buzzett, Mayor-Commissioner

Attest: _____
Charlotte M. Pierce, Auditor/Clerk

Exhibit A: Recreation Programs and Facility Fee Schedule Updated 6/6/2023

CITY OF PORT ST JOE
RECREATION USER FEES

Program Location/Area	Activity	User Fee 6/6/2023
Facility Fees:		
Public Building Rental (Commercial) Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental (Individuals, Corporations or Businesses)	\$300.00 Security Deposit and \$ 1500.00 (+ tax) per day user fee Seasonal \$50 (+ tax) per day utility fee, May-September
Public Building Rental (Non-Commercial) Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental (Individuals and Groups)	\$300.00 Security Deposit and \$400.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
Public Building Rental (Civic/Non Profit) Rental time from 12:00 noon day before to 12:00 noon day after event.	Facility Rental	\$100.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
STAC House Building Rental (Non-Commercial)	Facility Rental (Birthday Parties)	\$200.00 Security Deposit and \$100.00 per day (+ tax) user fee
Event Park Rental	Park Rental	\$200.00 Security Deposit and \$100 up to \$1,000 (+ Tax) per day user fee
Pavilion Rental	Pavilion Rental	No Fee-First Come-First Serve
Frank Pate Park \$100	Boat Launch Fee	City Property Owner- No Fee County Property Owner-No Fee Out of County- \$20 per Day Out of County Annual Pass-
Administrative Fees:		
Code Enforcement	Special Pick Up Admin. Fee	\$25.00 per pick up,
Administrative	Lien Search Fee	\$25.00 per search,
Administrative	Procurement Search Fee	\$50.00 per search
Waste Water (In City Haulers)	Dumping Fee	\$55.00 per 1,000 gallons, truck capacity
Waste Water (Out of City Haulers)	Dumping Fee	\$100.00 per 1,000 gallons, truck capacity



<p>**Standard working hours are 7am-3pm M-F and Sat. 7am-9am. All waste haulers are subject to an additional \$50 fee after hours between 3pm-5pm M-F. \$150 additional fee between the hours of 5pm-7am M-F and after 9 am on Saturday and all day on Sunday.**</p>		
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