

**October 1, 2013**

**Regular Public Meeting  
6:00 p.m.**

**Commission Chamber  
City Hall  
Port St. Joe, Florida**



## City of Port St. Joe

Mel Magidson, Mayor-Commissioner  
William Thursbay, Commissioner, Group I  
Bo Patterson, Commissioner, Group II  
Phil McCroan, Commissioner, Group III  
Rex Buzzett, Commissioner, Group IV

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

# BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 p.m.

City Hall

Commission Chamber

Tuesday October 1, 2013

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## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 9/17/13 Pages 1-5

### City Attorney

- Update

## Old Business

- Lighthouse- Update
- Workforce Board Lease Agreement Pages 6-8
- Regions Bank Loan Refinance- Update
- Roadside Pick-up Amnesty Month- Update

## New Business

- Dispatch Contract Pages 9-14
- Ghost on the Coast
- Sign Ordinance- Comm. Patterson
- Boat Launch Fees- Comm. Patterson
- Feral Cats- Comm. Patterson

### Public Works

- Water Distribution Phase II Bore Contractor (Request to Bid)

### Surface Water Plant

- Ground Storage Tank Cleaning- Update

### Waste Water Plant

- Update

### City Engineer

- Traffic Study- Update
- Water Study- Update
- NFWFMD Grant Application- Update
- CDBG Grant Application- Update

### Code Enforcement

- Update

**Police Department**

- Update

**PSJRA**

- Minutes
- Request to construct an additional access point at the Billy Joe Rish Memorial Parking Lot at no cost to the City

**Pages 16-18**

**Page 19**

**City Clerk**

- Update

**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 IN THE COMMISSION CHAMBER AT CITY HALL, September 17, 2013, AT 6:00 P.M.**

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and City Attorney Tom Gibson were also present.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to approve the Minutes of the Regular Meeting of September 3, 2013; Budget Workshop Meeting of September 3, 2013 and the Special Meeting of September 12, 2013. All in Favor; Motion carried 5-0.

**CITY ATTORNEY – Tom Gibson**

*Interlocal Agreement*

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to execute the agreement. All in Favor; Motion carried 5-0.

*Department of Economic Opportunity / Competitive Florida Partnership Program*

Mr. Gibson shared that this is an opportunity for planning above and beyond what has been done in the past and that there is possible funding from Department of Economic Opportunity to cover expenses. There will not be any expense to the City for this. Mayor Magidson requested that Mr. Gibson proceed with the project.

*Resolution 2013-06 City Pay Scale*

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to adopt Resolution 2013-06. All in Favor; Motion carried 5-0. This will become effective after the FY 2013 – 2014 Budget is adopted.

*Interment Fees, Ordinance 494 First Reading and Request to Advertise, Resolution 2013-05*

After a discussion on the charge for a Deed, a Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to reduce the charge from \$35 to \$30. Voting in favor of the Motion were Commissioners Patterson, Thursbay and McCroan. Voting against were Mayor Magidson and Commissioner Buzzett. Motion passed 3-2.

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, for the First Reading of Ordinance 494 and approval to advertise. All in Favor; Motion carried 5-0.

Mr. Gibson read Ordinance 494.

Resolution 2013-05 will be considered when Ordinance 494 is adopted.

**CITY MANAGER'S REPORT**

**Old Business**

*Computer System Repairs – Banyon Pelham*

Mr. Pelham presented information on repairing the outdated existing email system or purchasing new equipment. After discussion, a Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to purchase new equipment and share the cost with the Gulf County Sheriff's Department. Anticipated cost is \$5,000 for each entity. All in Favor; Motion carried 5-0.

*Florida Recreation Development Assistance Program (FRDAP) Committee Recommendation*

Bill Kennedy, Chairman of the FRDAP Committee, shared that the Committee's recommendation is for the City to apply for a \$50,000 FRDAP Grant in the upcoming grant cycle to make improvements to Benny Roberts Park. Improvements will revitalize a baseball field, basketball court and restrooms; will include a new baseball field and a ball containment net. No match is required for the grant and there will be a Public Hearing for the project on September 24, 2013 at 5:00 P.M. A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to apply for the Grant. All in Favor; Motion carried 5-0.

*Business License Request for a Pawn Shop – Nicholas Dilallo*

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to approve the Business License Request for Nicholas Dilallo doing business as Estate Jewelry & Loan at 401 Reid Avenue. All in Favor; Motion carried 5-0.

*Waste Pro – Chester Davis*

Mr. Davis left the meeting before time for his presentation. Mayor Magidson noted that if he returned, he would be given time for his presentation.

*RFP 2013-05 Lighthouse Relocation Bid Award*

City Staff, Engineers and Architects are still reviewing the bids. Mayor Magidson will be discussing the costs with our engineers and architects over the next several days.

*Incubator Building – USDA Request*

Mr. Anderson reminded the Commission that, per the grant agreement with USDA, the Incubator Building needed to be occupied by an emerging business and asked that if anyone knew of a candidate to please have them contact City Hall.

*Workforce Board Lease Agreement*

Insurance coverage has been an issue in the new agreement. Mr. Anderson has discussed this with Dwight Van Lierop who represents the City. Recommendations to define the areas to be covered have been provided. The Commission requested that these revisions be presented to the Workforce Board.

*Regions Bank loan Refinance Update*

Mr. Anderson has been notified that the proposal is on the Underwriter's desk and no commitment has been received from Regions Bank as of today. The Commission asked that Mr. Anderson contact Regions and request an answer as we need to know how to proceed due to the upcoming budget.

*Roadside Pick-up Amnesty Month*

This opportunity has been advertised on our water bills and the City website. The entire month of October has been designated as Roadside Pick-up Amnesty Month.

*Budget Update*

Mr. Anderson shared that we are moving towards final adoption. A Special Meeting has been set for Monday, September 30, 2013, at 5:01 to adopt the FY 2013 – 2014 Budget.

*Alamo Tractor – Update*

The Anderson noted that he has received confirmation the tractor is on the way.

**New Business**

*Community Yard Sale - Merchants Association*

A Motion was made by Commissioner Buzzett, second by Commissioner Patterson, to approve the Merchants

Association request to host a Community Yard Sale Saturday, October 19, 2013, from 8:00 A.M. to 3:00 P.M. on Reid Avenue. All in Favor; Motion carried 5-0.

*Road Closure Request – Faith Christian School*

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to grant the request of Faith Christian School for the closure of Twentieth Street between Marvin and Garrison Avenues on Friday, October 11, 2013, from 8:30 A.M. until 11:30 A.M., for the purpose of Emergency Services demonstrations. All in Favor; Motion carried 5-0.

*Dixie Phonics Music Revue – H. J. “Kuntry” Carter*

Mr. Carter requested the Commission’s support in recognizing music that is unique to the Northwest Florida, South Georgia and South Alabama areas. He is working to establish county by county support in the areas listed to support this style of music. A Motion was made by Commissioner McCroan, second by Commissioner Patterson, to recognize his efforts. All in Favor; Motion carried 5-0.

**Public Works – John Grantland**

*RFP 2013-06 Water Distribution Phase II Materials Bids*

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to award the bid to Lanier Municipal Supply in the amount of \$64,172.12 pending approval from SRF. All in Favor; Motion carried 5-0.

*Water Meter Replacement Quotes*

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to accept the quote of Master Meter at a cost of \$40 per end user for 600 meters with a total cost of \$24,000. This money is to be taken from the BP Settlement Funds. All in Favor; Motion carried 5-0.

**Surface Water Plant – Larry McClamma**

*Ground Storage Tank Cleaning* is scheduled for the second week in October.

**Wastewater Plant – Lynn Todd**

The 6,500 gallon Sodium Hypochlorite Tank has issues. A crack is suspected and a representative will be here tomorrow to determine the cause. We are in the second year of a three year warranty on the tank.

Ms. Todd shared that DEP has approved Jeff Bailey as a Lead Operator.

The Grit Kings are currently running well.

**City Engineer – Clay Smallwood, III**

*Traffic Study* information will be picked up Thursday by Donnie Phillips of Transfield Services.

*Water Study Update*

The first shipment of water has been sent to VT. This will be used in the conditioning process of the pipe coupons that were sent earlier. The process should take about 6 weeks and the pilot testing will begin after that.

*Northwest Florida Water Management District (NFWMD) Grant Application*

Commissioner Buzzett has requested that a Phase II Chipola Pump Station Grant be submitted. The funds would be used to replace the old diesel motor and rework the pump allowing for back up at the station and provide the City with the opportunity to become a regional water supplier. He also requested that we look into the possibility of pre-treating our water as other area Cities do.

**Code Enforcement**

Mr. Burkett’s report was reviewed. No action was taken.

## **Police Department – David Barnes**

*Florida Wildlife Commissioner (FWC) Request to utilize City Property next to Fire Station for Boat Storage*

Chief Barnes noted that FWC will be utilizing space provided by Gulf County and to please disregard their request.

## **Port St. Joe Redevelopment Association (PSJRA) – Gail Alsobrook**

*RFP 201301 Re-Advertisement, Landscaping Phase IV Bid Review and Award*

After a lengthy discussion on the bid specs, cost and reimbursement of a water meter, and Back Flow Preventer, a Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to accept the Bid of Leake Landscapes in the amount of \$47,301 with the cost of the Back Flow Preventer backed out of the bid. All in Favor; Motion carried 5-0.

*Downtown Landscape Maintenance Bid Review Process*

Ms. Alsobrook noted that two bids had been received and the PSJRA would be handling this bid.

Ms. Alsobrook announced that she would like to submit a FRDAP Grant Application to replace the playground equipment at the Washington Gym site. After much discussion of the grant, the issues concerning it and the concern of the FRDAP Committee that they were disregarded, the Commission agreed for Ms. Alsobrook to proceed with the application.

Commissioner Thursbay questioned Ms. Alsobrook as to whether she received additional monies for applying for grants and she responded in the first year of her contract that she did but she is not currently receiving any funds for writing grants. She noted that her second year contract was up and that grant writing fees will be omitted in future contracts.

Commissioner McCroan expressed his concerns about the appearance that she had gone around the FRDAP Committee on this grant and he wanted her to work with the Committee rather than against them.

## **City Clerk – Charlotte Pierce**

Mrs. Pierce shared that the insurance Open Enrollment process had been completed and minor details were being wrapped up.

## **Citizens to be Heard**

*Christy McElroy* addressed the Commission concerning the use of the TDC Building for a Republican Party Concealed Weapons Class. After much discussion of the issue, with comments from Lorinda Gingell and Barbara Radcliff and rebuttal by Ms. McElroy, Mayor Magidson reminded those present that the Commission was not a jury and what had been done was in the past. Ms. McElroy noted that there were procedures to follow and she would like to see everyone follow them.

*Ann White* questioned how First Baptist Church was allowed to have digital sign on their premises. Mr. Anderson shared that a Special Exception had been requested, it was properly advertised and approved by the PDRB.

## **Discussion Items by Commissioners**

*Commissioner Thursbay* directed that the following statement be included in the minutes. "I am not a part of talking to people the way they were just talked to by our mayor."

*Commissioner Patterson* asked if the bids for parks and ball fields had been advertised and also asked if the City could cover the areas that County Commissioner Tan Smiley had previously covered. Mr. Grantland noted that the bids had been advertised and the areas in question were included in them.

Commissioner Patterson asked Ms. Alsobrook if she would be willing to write a grant for the track near the Washington Gym. Ms. Alsobrook agreed to discuss the possibility.

*Commissioner McCroan* did not have anything to discuss at this time.



*Commissioner Buzzett* did not have anything to discuss at this time.

*Mayor Magidson* asked for a Motion to adjourn the meeting.

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to adjourn the Meeting at 8:03 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

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



## LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, *Lessor*, and Gulf Coast Workforce Development Board, Inc., doing business as Gulf Coast Workforce Board, hereinafter called *Lessee*,

### WITNESSETH:

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

### TERMS

Lessor and Lessee hereby agree as follows:

1. The term of this Lease shall begin as of the \_\_\_\_ day of \_\_\_\_\_, 2013, and shall end twelve (12) months later. Upon complying with the terms, agreements and covenants hereof, Lessee shall have peaceable possession of the leased premises.
2. The Leased premises includes the Washington Gym including surrounding grounds and Incubator Building. **The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth program for the months of June and July.**
3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood or other acts of God.
5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, **at its own expense** and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. **All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.**

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

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

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

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

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

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

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

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

12. No security deposit shall be required by Lessor.

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

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

Signed, sealed and delivered  
In presence of:

LESSOR:

CITY OF PORT ST. JOE

\_\_\_\_\_

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

Robin K. Combs

Printed name of witness

Attest: \_\_\_\_\_

Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Terese H. Kent

Printed name of witness

LESSEE:

Gulf Coast Workforce Board

\_\_\_\_\_

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

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

\_\_\_\_\_

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

**AGREEMENT FOR DISPATCHING SERVICES**

This **AGREEMENT** is entered into by and between the City of Port St. Joe, a municipal corporation existing under the laws of the State of Florida (referred to as “Port St. Joe”), and Mike Harrison, as Sheriff of Gulf County, Florida (referred to as “the Sheriff”).

**WHEREAS**, the Sheriff maintains round-the-clock police services; and

**WHEREAS**, the Sheriff and the Police Department would realize a more cost effective dispatching service by sharing resources; and

**WHEREAS**, the Sheriff is willing to provide dispatching services to the Port St. Joe Police Department if the City of Port St. Joe reimburses the Sheriff’s applicable costs;

**NOW, THEREFORE**, the parties hereby agree as follows:

**A. SERVICES TO BE PROVIDED BY THE SHERIFF**

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of Port St. Joe. Calls for such services are to be directed to telephone numbers to be provided to the Sheriff by Port St. Joe, in addition to the 911 calls, and the Sheriff will dispatch Port St. Joe Police units in response to such calls at all times.
2. Provide necessary instruction and training in proper radio use of communications to be established.
3. Maintain a numbered zone or other appropriate means of identification for calls within the City of Port St. Joe.