

**March 25, 2013**

**Special Meeting  
12:00 P.M.**

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



## **City of Port St. Joe**

Mel Magidson, Mayor-Commissioner  
Bill Kennedy, 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**

**Special Meeting**

**12:00 P.M.**

**Commission Chamber, City Hall**

**March 25, 2013**

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## **Call to Order**

### **Agenda**

- **TDC Building/ PSJRA Move**
- **RFP 2013-02, Bid Award- Marvin Ave. Water Line Materials**
- **Soccer Fields- Proposed Deed transfer to Gulf County School System**
- **Lighthouse Move Project Manager- Scope of Work (Handout)**

**Pages 1-14**

**Page 15**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 26 day of March A.D., 2010, by and between **CITY OF PORT ST. JOE**, P. O. Box 278, Port St. Joe, Florida 32457, a municipal corporation of the State of Florida, hereinafter called "Lessor," and **GULF COUNTY BOARD OF COUNTY COMMISSIONERS**, by and through the **GULF COUNTY TOURIST DEVELOPMENT COUNCIL** whose address is: 1000 Cecil G. Costin, Sr., Blvd., Port St. Joe, FL 32456, hereinafter called the "Lessee."

### WITNESSETH:

WHEREAS, the building located at 150 Capt. Fred's Place, Port St. Joe, Florida has been refurbished and remodeled at the sole expense of the Gulf County Tourist Development Council, and

WHEREAS, the premises will be used by the Gulf County Tourist Development Council to promote tourism, economic development and planning for both Gulf County and the City of Port St. Joe.

NOW THEREFORE, Lessor and Lessee, agree as follows:

1. **Premises:**

Lessor hereby leases to Lessee, The Gulf County Tourist Development Council, and Lessee hereby rents from Lessor the building and parking area located at 150 Capt. Fred's Place, Port St. Joe, FL 32456; said premises located on Parcel #-6053-000R:

2. **Occupancy:**

The Lessee represents the following organizations will presently occupy the buildings: The Gulf County Tourist Development Council, the Port St. Joe Redevelopment Agency, and the Gulf County Chamber of Commerce. Each occupant

other than the Lessee shall be subject to a sublease agreement the form and terms of which shall be approved by Lessor.

The Lessee may allow further subletting of the premises upon the written consent of the Lessor.

At all times, the Lessee shall have the sole and exclusive control of the interior configuration of the building and shall direct the placement and location of any subleases upon the premises.

Notwithstanding the foregoing, each executive director of the organizations described herein shall be entitled to a private office.

3. **Term:**

The term of this Lease shall be for 10 years and shall commence on the 1<sup>st</sup> day of April, 2010.

4. **Lease Payment.**

Lessor hereby agrees to lease the premises described above to Lessee for \$1.00 per year.

5. **Taxes.**

The Lessee shall pay all taxes, if any, assessed against the premises.

6. **Insurance.**

The Lessor shall insure the building for fire, extended coverage, wind, and general liability on the premises and the Lessee agrees to reimburse the Lessor within 10 days of notification, the expense of the insurance premium.

Lessee shall be responsible for insurance on the contents of the building which belong to the Lessee.

7. **Indemnification:**

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 any part thereof, or occasioned wholly or in part by any act of omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee, a licensee of the 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.

8. **Destruction of Premises.**

Should the premises be substantially destroyed by fire or other casualty during the term of the Lease, either party may terminate the Lease. All insurance proceeds resulting from damage or destruction of the premises shall be used by the Lessor to repair, remodel or rebuild the building and restore the premises to the condition existing immediately prior to such loss or casualty.

9. **Assignment.**

Lessee shall not assign this Lease.

10. **Notices.**

All notices permitted or required to be given to either party under the terms of this Lease shall be sent by hand delivery, certified mail, or telecopier to the parties at the following addresses and fax numbers, or such other addresses and fax numbers as Lessee

may direct from time to time by written notice forwarded to Lessor by hand delivery, certified mail, or telecopier:

Lessor: City Manager  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456  
Telecopy #(850) 227-7522

Lessee: The Gulf County Tourist Development Council  
1000 Cecil G. Costin, Sr., Blvd.  
Port St. Joe, FL 32456  
Telecopy #(850) 229-7800

11. **Attorney's Fees and Costs.**

Should any controverted or past due claim in favor of Lessor under this Lease be placed in the hands of an attorney at law for collection, and should Lessor prevail in enforcing such claim, Lessee shall pay, in addition to the amounts due on any such claim, all reasonable costs, charges and expenses in connection with the collection thereof, including a reasonable attorney's fee to the attorney handling such claim for Lessor.

12 **Maintenance**

Lessee accepts the building in its present condition and agrees to maintain both exterior and interior of the building in its present condition, fair wear and tear excepted, for the duration of the Lease. Lessee, at its sole expense, shall promptly repair, replace, paint and maintain in good condition the exterior of the premises, including signs, heating units, cooling units, electrical fixtures and equipment, plumbing and plumbing fixtures and equipment, windows, doors, glass, screens, decks, stairs as well as the interior premises including all painting and decorations, doors, windows, screens, glass, floorings, etc. All such repairs or replacements shall be made in a professional and workmanlike manner.

Lessor will maintain the building's grounds and landscaping.

13. **Utilities.**

The Lessee shall pay the cost of all utilities, garbage, janitorial and pest control.

14. **Special Events.**

The Lessee, through the Gulf County Tourist Development Council, may schedule and allow special events on the premises such as weddings, receptions, parties, art shows, and other such events on the following conditions:

a. **Official Sponsored Event:** Events sponsored by the Gulf County Tourist Development Council, an approved tenant in the building, or the Gulf County Chamber of Commerce shall be exempt from any fee for the use of the building; however, the sponsoring organization shall pay a reasonable fee for utilities and shall insure the clean-up of the premises.

b. **Other Events:** Events not officially sponsored by the Gulf County Tourist Development Council or an approved tenant, such as private wedding receptions, shall be charged a reasonable fee for the use of the building. The Lessor and the Gulf County Tourist Development Council shall agree on a rental fee schedule which shall be attached to this Lease within 30 days of lease execution. The Lessor shall be paid, within 30 days of the event, one-half (1/2) of the rental fee for each non-officially sponsored event held on the premises. The Gulf County Tourist Development Council shall be entitled to one-half (1/2) of the rental fee to offset the maintenance of the premises. A reasonable utility charge and clean up fee shall be charged and Lessee shall not be obligated to split such fees with Lessor. In addition, Lessee may charge a refundable damage/security deposit fee.

c. The Lessor may hold special events in the building at any time without cost except a reasonable charge for utilities. The Lessor will provide reasonable advance notice to the Gulf County Tourist Development Council so as to avoid scheduling conflicts.

15. **Designation of Premises.**

Upon entering into this Lease, the Lessor and Lessee agree that, while the public may have access to portions of the building, the leased premises will be managed as a commercial enterprise or business and shall not be considered a public place for the purposes of Section 1-2, City of Port St. Joe Code of Ordinance.

16. **Right of Inspection.**

The Lessor, by its employees and agents, shall have, at all reasonable times during office hours or by appointment, the right to enter the leased premises to inspect the same.

17. **Binding Effect.**

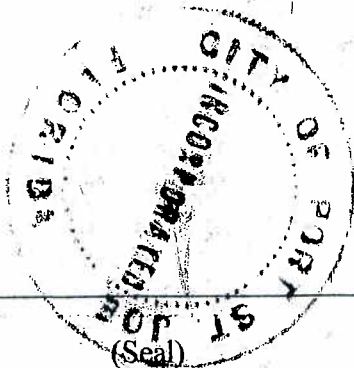
This agreement shall be binding upon and insure to the benefit of the parties hereto and their successors and assigns from the date hereof.

18. **Applicable Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent provided by law.

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





CITY OF PORT ST. JOE, FLORIDA

By: Mel Magidson  
MEL C. MAGIDSON  
Mayor-Commissioner

Attest: James Anderson  
JAMES ANDERSON, Clerk

GULF COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: Charles McLean  
Chairman

Attest: Rebecca N...

GULF COUNTY TOURIST  
DEVELOPMENT COUNCIL

By: Tina King

Attest: Marcy Townsend

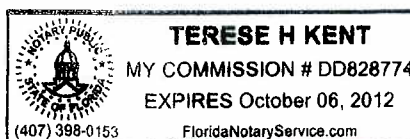
(Seal)

STATE OF FLORIDA  
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MEL C. MAGIDSON and JAMES ANDERSON, as Mayor-Commissioner and Clerk of the City of Port St. Joe, respectively, personally known to me to be the Lessor in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as their act and deed with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

( ☒ ) Personally known to me ( ☐ ) Other \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this 28  
day of March, 2010.



\_\_\_\_\_  
Notary Public  
My Commission Expires:

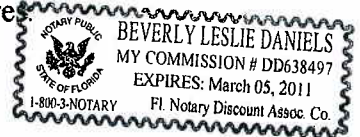
STATE OF FLORIDA  
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared CARMEN L. MCLEMORE, of Gulf County Board of County Commissioners, personally known to me to be the Lessee in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as the act and deed of themselves with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

(☒) Personally known to me      ( ) Other \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this  
23rd day of March, 2010.

Beverly Leslie Daniels  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Thom R. Krayan, of Gulf County Tourist Development Council, personally known to me to be the Lessee in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as the act and deed of themselves with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

(☒) Personally known to me      ( ) Other \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this  
24th day of March, 2010.

Thomas S. Gibson  
Notary Public  
My Commission Expires:



**Thomas S. Gibson**  
Commission # DD571615  
Expires October 23, 2010  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

INBOX

Compose

Addresses

Folders

Options

Current Folder: **INBOX****Welcome:** janderson **Your IP address:** 192.168.11.117 Message List  Delete

Forward

Forward as Attachment



Reply



Reply All

Delete &amp; Prev | Delete &amp; Next

Move to: **INBOX****Move****Subject:** [Fwd: RE: Annual Coverage Cost]**From:** cpierce@psj.fl.gov**Date:** Thu, December 6, 2012 3:34 pm**To:** "Jim Anderson" <janderson@psj.fl.gov>**Priority:** Normal**Mailer:** SquirrelMail/1.4.19**Options:** [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#) | [View Message details](#) | [View as plain text](#)

FYI

Charlotte Pierce  
 City Clerk / Human Resource Officer / Grant Writer - Coordinator  
 P. O. Box 278 - Port St. Joe, FL 32457  
 850-229-8261 / Fax 850- 227-7522

----- Original Message -----  
**Subject:** RE: Annual Coverage Cost  
**From:** "Becky Leshner" <BLeshner@flcities.com>  
**Date:** Thu, December 6, 2012 3:17 pm  
**To:** "cpierce@psj.fl.gov" <cpierce@psj.fl.gov>  
 -----

Good Afternoon Charlotte,

The annual premium for Location 004.001 - Tourist Development Council Building at 150 Captain Fred's Place is \$2,519.

Becky  
**From:** Tom Conley  
**Sent:** Tuesday, November 27, 2012 12:03 PM  
**To:** Becky Leshner  
**Subject:** Fwd: Annual Coverage Cost

Becky, can you please provide?

Sent from my iPhone  
 Tom Conley  
 (850) 251-8722

Begin forwarded message:  
**From:** "cpierce@psj.fl.gov" </src/compose.php?send\_to=cpierce@psj.fl.gov>" <cpierce@psj.fl.gov</src/compose.php?send\_to=cpierce@psj.fl.gov>>  
**Date:** November 27, 2012, 11:59:49 AM EST  
**To:** Tom Conley <TConley@flcities.com</src/compose.php?send\_to=TConley@flcities.com>>  
**Subject:** Annual Coverage Cost  
 Tom,

Need an annual cost of coverage for the following: City of Port St. Joe Property Schedule # 004 001 150 Captain Fred's Place - Port St. Joe Tourist Development Council Building Limit \$362,000 (Construction - Frame).

9

INBOX

Compose

Addresses

Folders

Options

Current Folder: **INBOX****Welcome:** janderson **Your IP address:** 192.168.11.117 Message List  Delete

Forward Forward as Attachment



Reply Reply All

Delete &amp; Prev | Delete &amp; Next

Move to: INBOX

**Move****Subject:** {Disarmed} PSJRA Office Relocation**From:** "Gail Alsobrook" <gail@psjra.com>**Date:** Mon, March 18, 2013 11:43 am**To:** "Jim Anderson" <janderson@psj.fl.gov>**Cc:** "Thomas Gibson" <tgibson@psjlaw.com> (more)**Priority:** Normal**Mailer:** Microsoft Office Outlook 12.0**Options:** [View Full Header](#) | [View Printable Version](#) | [Download this as a file](#) | [View Message details](#) | [View as plain text](#)

Jim,

As per the City Commission's direction, I am providing you with the anticipated one-time costs to relocate the PSJRA office to 406 Marina Drive. The actual move should be scheduled for Monday, April 1 - the first day the office is available. Please advise on who will provide the actual physical move (County/City/Private) and what part I should play.

I will have all my papers, supplies, and equipment boxed up by end of business on Friday, March 29. As we discussed and due to the limited storage capacity at the new location, I will box up old files and mark them clearly with a description of the content, date, and anticipated date they may be destroyed. As a part of the moving process, these files will be delivered to the City (exact location at your direction) for storage and management.

Thank you and please let me know what additional information you will need from me.

**One-Time Expense**

Purchase printer	\$294.99
Transfer phone	\$46.25
IT technical services	\$150.00
Cardboard file storage boxes	\$33.75
New letterhead	\$100.95
New envelopes	\$15.00
New business cards	\$126.75

Manpower for move

TBD

Total

\$767.69

Thank you,

Gail

*Gail Alsobrook*

Executive Director

Port St. Joe Redevelopment Agency

150 Captain Fred's Place

Port St. Joe, FL 32456

O: 850-229-6899

M: 619-655-0021

F: 850-229-2458

Gail@PSJRA.com

**MailScanner has detected a possible fraud attempt from "www.celebrateportsaintjoe.com" claiming to be**  
www.CelebratePortStJoe.com

--

This message has been scanned for viruses and  
dangerous content by **MailScanner**, and is  
believed to be clean.

**Attachments:**

untitled-[1]

1.7 k

[ text/plain ]

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## AMENDED INTERLOCAL AGREEMENT

WHEREAS, Gulf County, Florida, a political subdivision of the State of Florida and the City of Port St. Joe, a Florida municipal corporation, each acting by and through its respective Board of Commissioners entered into an Interlocal Agreement (hereinafter "Agreement") which the City executed on November 29, 2005 and the County executed on November 30, 2005, and

WHEREAS, the Agreement set forth various agreements and obligations related to the City's annexation of the Windmark Beach area, and

WHEREAS, the annexation of the Windmark Beach Area described in the Agreement has been completed and with the exception of those identified herein, the various agreements and obligations have either been completed or waived by the parties, and

WHEREAS, it is in the best interest of the County and the City to deem the Agreement completed and to waive continued compliance with its terms,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the city and the County agree as follows:

1. The Interlocal Agreement described above is void and of no further effect as a result of the completion and/or waiver of the obligations and agreements contained therein.
2. The City shall pay an amount equal to one-half mil levy on the assessed value of all Windmark Beach Area annexed into the City on the following basis:
  - A. One-third shall be payable to or on behalf of the Highland View Volunteer Department.
  - B. One-third shall be payable to or on behalf of the St. Joe Beach Volunteer Fire Department.
  - C. One-third shall be retained by the City for uses related to fire protection.
3. At such time as the Windmark Beach Area is 65% built out according to the terms of the Windmark DRI, the City will address its obligations for fire protection pursuant to the DRI Development Order and funding for water rescue in the

Windmark coastal areas. In the event that the City constructs and staffs a fire station in the Windmark Beach Area, 100% of the fire tax described in paragraph two (2) shall go to the City for fire protection services. If the City fulfills its fire protection obligations pursuant to the Windmark DRI Development Order without constructing and staffing a new facility, the fire tax payments described in paragraph two (2) shall remain in effect unless a different distribution is agreed to between the parties.

4. Rates for water and sewer services on systems existing as of the date of the date of this agreement (including the planned sewage collection system in the Beacon Hill area) provided by the City in unincorporated areas of the county will be the same for City and County residents. This paragraph does not apply to any maintenance charge assessed for grinder pumps required in connection with pressurized sewer lines.
5. Except as set forth herein, there are no other agreements or obligations on the part of the City or the County arising out of the Agreement.
6. This Amended Interlocal Agreement shall be filed with the Clerk of Circuit Court pursuant to Florida Statutes section 163.01(11) and shall be effective as of the date of filing.
7. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.
8. This document represents the complete and final understanding of the parties and incorporates and supersedes all prior negotiations, agreements and understandings applicable to the matters contained herein.

DATED this \_\_\_\_ day of April, 2011.

CITY OF PORT ST. JOE  
a municipal corporation

By: \_\_\_\_\_  
Mel Magidson, Jr., Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
James A. Anderson, Clerk-Auditor

\_\_\_\_\_  
Thomas S. Gibson  
FL BAR NO. 0350583



Rish, Gibson & Scholz, P.A.  
116 Sailor's Cove Drive  
P. O. Box 39  
Port St. Joe, FL 32457  
ATTORNEY FOR CITY OF PORT ST. JOE  
BOARD OF COMMISSIONERS

GULF COUNTY, FLORIDA

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

ATTEST:

\_\_\_\_\_  
Rebecca L. Norris, Clerk  
Gulf County, Florida

\_\_\_\_\_  
Jeremy T. Novak  
FL BAR NO. 44698  
Novak Law Offices, PLLC

\_\_\_\_\_  
Port St. Joe, FL 32456  
ATTORNEY FOR GULF COUNTY



**CITY OF PORT ST. JOE**

**RFP #2013-02**

**Marvin Avenue Project Materials Purchase**

**March 15, 2013 4:05 P.M.**

**BID TABULATION FOR BIDS RECEIVED  
AT THE CITY OF PORT ST. JOE**

<b>BIDDER</b>	<b>TOTAL BASE BID</b>
1. HD Waterworks	16,755.04
2.	
3.	
4.	
5.	
6.	
7.	
8.	
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