

October 15, 2013

**Workshop Meeting
Boat Ramp Fees
5:00 p.m.**

**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 15, 2013

Call to Order

Consent Agenda

Minutes

- **Special Meeting 9/30/13** **Pages 1**
- **Regular Meeting 10/1/13** **Pages 2-5**

City Attorney

- **Ordinance 494, Interment Fees**
 - **2nd Reading & Consideration of Adoption** **Pages 6-9**
 - **Resolution 2013-05** **Page 10**
- **Affordable Housing**
 - **Amended MOU** **Pages 11-12**
 - **FLUM Amendment**

Old Business

- **Lighthouse- Update**
- **Workforce Board Lease Agreement** **Pages 13-15**
- **Roadside Pick-up Amnesty Month- Update**
- **Ghost on the Coast**

New Business

- **Sign Ordinance- Comm. Thursbay**
- **Animal Control Ordinance- Comm. Patterson** **Pages 16-23**
- **RFP 2013-07 2012 CDBG Water System USDA MLK Sidewalks** **Page 24**
- **RFP 2013-08 Landscaping & Grounds Maintenance Bid Award** **Page 25**

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Solar Aeration System- Request to Bid**

City Engineer

- **Traffic Study- Update**
- **Water Study- Update**
- **NWFWMD Grant Application- Update**

Code Enforcement

- Update

Page 26

Police Department

- Update

PSJRA

- Status Update Request- Phase IV Landscape Project

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN
THE COMMISSION CHAMBER AT CITY HALL, September 30, 2013, at 5:01
P.M.**

The following were present: Mayor Pro tem Buzzett, Commissioners McCroan, Patterson and Kennedy. City Manager Jim Anderson, City Clerk Charlotte Pierce and Financial Analyst Mike Lacour were also present. Mayor Magidson participated by telephone. Attorney Gibson was absent.

The purpose of the Special Meeting was Ordinance 495 – 2013 / 2014 Ad Valorem Tax Millage Rate Public Hearing and Second Reading; Ordinance 496 – 2013 / 2014 Budget Public Hearing and Second Reading; and consideration of Adoption of both Ordinances.

Ordinance 495, Ad Valorem Taxes

No one from the public addressed the Commission.

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to have the Second Reading of Ordinance 495. All in Favor; Motion carried 5-0.

City Manager Jim Anderson read Ordinance 495 in its entirety.

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to adopt Ordinance 495. All in Favor; Motion Carried 5-0.

Ordinance 496, 2013 – 2014 Budget

No one from the public addressed the Commission.

A Motion was made by Mayor Magidson, second by Commissioner McCroan, to have the Second Reading of Ordinance 496. All in Favor; Motion carried 5-0.

City Manager Jim Anderson read Ordinance 496 in its entirety.

A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to adopt Ordinance 496. All in Favor; Motion carried 5-0.

Regions Bank Loan – Letter of Commitment

An updated Letter of Commitment has not been received from Regions Bank. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to table this item until tomorrow's regular meeting.

Motion to Adjourn

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 5:15 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

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, October 1, 2013, AT 6:00 P.M.

The following were present: Mayor Pro tem Buzzett, Commissioners McCroan, Patterson and Thursbay. City Manager Jim Anderson and City Clerk Charlotte Pierce were also present. Mayor Magidson and Attorney Tom Gibson were absent. City Attorney Russ Scholz filled in for Attorney Gibson.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to approve the Minutes of the Regular Meeting of September 17, 2013. All in Favor; Motion carried 4-0.

Later in the Meeting, under the PSJRA Report, Gail Alsobrook asked that the Minutes reflect that she is paid to write grants but does not receive a percentage of the grant award. A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, for this statement to be added to the Minutes. All in Favor; Motion carried 4-0.

CITY ATTORNEY – Russ Scholz

Mr. Scholz did not have anything to share.

CITY MANAGER'S REPORT

Old Business

Lighthouse

Mr. Anderson noted that Staff is still reviewing the bids and are looking at ways to value engineer the project.

Workforce Board Lease Agreement

Mr. Anderson has talked with Workforce Board Executive Director Kim Bodine and she will present the Lease to her board at their next monthly meeting.

Regions Bank loan Refinance Update

A Letter of Commitment was received today quoting today's floating rate of 3.41%. Maturity date is fifteen years from closing with an amortization period of twenty five years and a seven year pre-payment penalty. Ralph Roberson spoke on behalf of the City's Finance Committee and recommended that, pending legal review and approval, the Commission accept the Regions Bank offer. The actual rate will be fixed one day prior to closing and if the Libor Swap Rate is less than 3.38% at closing, the interest rate will remain at 3.41%. If the swap rate exceeds 3.38% the interest rate will be adjusted accordingly. Regions should be able to provide their closing packet within a week.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, that pending legal approval, the Regions Bank offer be accepted. All in Favor; Motion carried 4-0.

Roadside Pick-up Amnesty Month

Mr. Anderson noted that the October Roadside Pick-Up Amnesty Period has been advertised on our water bills, website and through flyers. He encouraged citizens to participate in this opportunity.

New Business

Dispatch Contract

Mr. Anderson shared that Sheriff Mike Harrison will continue the Dispatch Contract for FY 2013 – 2014 at the same rate as the previous year, \$66,000. A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to approve the Dispatch Contract. All in Favor; Motion carried 4-0.

Ghost on the Coast

The Gulf County Chamber of Commerce will be hosting Ghost on the Coast on October 31, 2013. A notice will be placed on the City water bills reminding citizens of the event and asking for donations of candy to be used by the merchants. Donations for the event may be dropped off at City Hall.

Sign Ordinance – Commissioner Patterson

Ann White again questioned the approval of the sign for First Baptist Church. Mr. Anderson noted that a Special Exception had been requested, it was properly advertised and then approved by the Planning Development Review Board (PDRB). The Land Development Regulations (LDR) provides for approval by the PDRB and does not have to be referred to the Commission.

Commissioner Patterson shared that Toye Roberts has again requested help with signage for businesses in the Industrial Park as signs are not allowed on the Right of Way. It was suggested that Mr. Roberts contact land owners in the area, requesting their permission to place signage on private property, and bring their responses back to the City Commission.

Christy McElroy suggested that Mr. Roberts contact the Port Authority as they are in a fund raising campaign and perhaps something could be worked out with them to rent an area for signs.

Boat Launch Fees – Commissioner Patterson

Commissioner Patterson suggested that a fee be considered for parking while using the Frank Pate Park Boat Ramp. Discussion was held on how fees are handled in adjoining areas. There will be a Workshop on Tuesday, October 15, 2013, at 5:00 P.M., prior to the next regular Commission Meeting, to discuss this.

Feral Cats – Commissioner Patterson

Telephone calls have been received by Commissioner Patterson concerning Feral Cats. Connie Lamb, representing *Alley Cats* shared they have permission to go on property owners premises to feed, trap and transport cats to the veterinarians for surgery and shots to prevent an explosion in the cat population.

Laura Adams shared her concerns about Feral Cats in the neighborhoods and requested help in removing them.

Nancy Mock, Helen Carroll and Linda MacLeod noted their efforts to help rescue cats and provide homes for them.

After a lively discussion, it was determined that the City will be working with the Gulf County Animal Control Officer to resolve this issue.

Fee Waiver Request – Semper Fi Sisters

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to grant the Fee Waiver requested by the Semper Fi Sisters for the use of the Centennial Building on October 13 and 14, 2013. All in Favor; Motion carried 4-0.

Public Works – John Grantland

Water Distribution Phase II Bores – Request to Bid

A Motion was made by Commissioner Patterson, second by Commissioner McCroan, to advertise for Water Distribution Phase II Bores. All in Favor; Motion carried 4-0.

Surface Water Plant – Larry McClamma

Ground Storage Tank Cleaning

Mr. McClamma noted that the cleaning will be done on Wednesday, October 9, 2013, and our system will be running off the Clear Wells. Back up pumps have been tested and they are running smoothly.

Mr. McClamma shared that two City operators will be visiting the Dalton, Georgia water plant on Wednesday, October 23, 2013.

Wastewater Plant – Kevin Pettis

Mr. Pettis advised that the Grit Kings are down again and that all involved parties are working for a solution to the problem. He noted that cutting of the grass at the Spray Fields takes about a week using the new equipment.

City Engineer – Clay Smallwood, III

The *Traffic Study* has been submitted to Transfield Services and he is waiting to hear from the Florida Department of Transportation.

Water Study Update

Mr. Smallwood noted that more water will be shipped to Virginia Tech Monday for use in their study of our water.

Northwest Florida Water Management District (NFWFMD) Grant Application

Mr. Smallwood shared that the application is being worked on.

CDBG Grant Application

This project is currently out for bid. A bid opening will be held on October 10, 2013.

Code Enforcement

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

Police Department – Officer Ricky Tolbert

Officer Tolbert did not have anything to report.

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

Minutes of the PSJRA's August 15, 2013, meeting were included for the Commission's perusal.

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

Ms. Alsobrook requested permission to add an additional pedestrian access point to the deck on the US 98 side. There were no objections by the Commissioners.

City Clerk – Charlotte Pierce

Mrs. Pierce did not have anything to report.

Citizens to be Heard

Christy McElroy provided the Commissioners with a copy of an email from Jennifer Jenkins, Gulf County Tourist Development Council Executive Director, to Gulf County Administrator Don Butler and County Attorney Jeremy Novak concerning the use of the TDC Building for a concealed carry permit class on April 20, 2013. (At the request of Ms. McElroy, this documents is attached to the Minutes as Exhibit 1 but it is noted that the document is unverified and unedited.) Ms. McElroy stressed that there should be no "sacred cows" and asked that everyone be treated the same.

Mayor Pro tem Buzzett requested that in the future, Ms. McElroy communicate with the Commissioners before the meeting. He requested that information be provided to Mr. Anderson, he will place the documents in the Commissioners' mailboxes and this will give the Commissioners time to review the information before the meeting.

Discussion Items by Commissioners

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

Commissioner Patterson asked Mr. Grantland if he had been able to look in to a problem they had been discussing. Mr. Grantland responded that it had been checked and there was no problem today.

Commissioner Thursbay reminded citizens of the Roadside Pickup Amnesty Month and encouraged them to take advantage of the opportunity.

He also noted that he had attended a Workforce Board Meeting and tour and was impressed with what is being done. Commissioner Thursbay encouraged citizens to participate in the Food Pantry Project as it is a very worthwhile project that assists many people. He asked citizens to purchase an extra nonperishable item when they are shopping to contribute to the Food Pantry. Donations may be left at City Hall.

Mayor Pro tem Buzzett had attended a meeting concerning the pretreating of water, he would like to get CDM involved in the process and continue working on this project.

Mayor Pro tem Buzzett recognized Barry Sellers, welcomed him back and wished him a speedy recovery.

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to adjourn the Meeting at 7:10 P.M.

Approved this _____ day of _____ 2013.

Mel C. Magidson, Jr., Mayor

Charlotte M. Pierce, City Clerk

ORDINANCE #494

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA RELATING TO CEMETERIES, PROVIDING FOR CERTIFICATE OF INTERMENT, PROVIDING FOR FEES, PROVIDING FOR STANDARDS FOR INTERMENT WITHIN CITY OWNED CEMETERIES, PROVIDING FOR MAINTENANCE AND LANDSCAPING REQUIREMENTS, PROVIDING FOR RESTRICTIVE COVENANTS IN CEMETERY DEEDS, PROVIDING FOR AUTHORITY TO ESTABLISH RULES, PROVIDING FOR PENALTIES, PROVIDING FOR REPEAL OF ANY ORDINANCE IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA

SECTION 1: Certificate of interment.

No interment shall be made in any City cemetery and no grave shall be opened therein or body removed there from except by written permit or certificate issued by the City Clerk or their designate.

SECTION 2: Fees.

- A. City shall charge an administrative fee of \$30.00 payable at the time of purchase of any cemetery plot which will cover deed preparation and recording, including any documentary stamps, which shall be paid at the time of application for a permit or certificate. The City Commission may impose a fee in excess of \$30.00 by resolution.
- B. The City Commission shall, by Resolution shall set the price to be charged from time to time for cemetery plots within the city owned cemeteries

SECTION 3: Standards for interment.

- A. No interment (with the exception of cremations) shall take place in any City owned cemetery without the use of concrete vault or concrete grave liner.
- B. All vaults or grave liners shall be installed in such a manner that the top the vault is at least eight (8) inches below grade.
- C. Each grave shall have a permanent marker installed within six (6) months of the date of interment.

SECTION 4: Maintenance and landscaping.

- A. The owner of record of any cemetery lot is responsible for maintenance and repair. Any repair work required as a result of damage to the grave site or vault shall be in compliance with any City maintenance requirements in effect at the time of the repair.
- B. Any lot owner, by acceptance of a deed to any cemetery lot, thereby authorizes City, its agents, employees or contractors to enter on the lot for the purpose of repair or maintenance.
 - 1. Prior to commencing any work pursuant to this paragraph, City shall notify the lot owner at the address contained in City records.
 - 2. Any lot owner shall hold City harmless for any liability incurred as a result of City's entry on the lot for purposes of maintenance and repair.
 - 3. City may perform any work required hereunder with its own work crews or may employ subcontractors.
- C. Landscaping shall comply with City landscaping requirements in effect at the time of interment. No planting shall be allowed of anything larger than dogwood, crepe myrtle, sago palm, azaleas or other similar, native plants.
- D. No invasive species or any species otherwise prohibited by City Land Development Regulations shall be allowed.

SECTION 5: Restrictive covenants.

The requirements of this ordinance shall constitute covenants running with the land and shall be reflected in every cemetery deed issued by City. A copy of this ordinance shall be provided each lot owner at the time of purchase of any cemetery lot.

SECTION 6: Authority to establish rules.

The City Manager shall have the authority to promulgate rules and regulations pertaining to all City cemeteries. Such rules shall be made available to the public at the City Hall.

SECTION 7. Penalties.

Any person who violates such rules or regulations or refuses to comply with a directive from a City official enforcing such rules and regulations shall be punished in accordance with Section 1-15 of the City of Port St. Joe Code of Ordinances.

SECTION 8. Repeal.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. Severability.

If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. Effective date.

This ordinance shall become effective upon passage by the City Commission.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this ____ day of _____, 2013.

THE CITY OF PORT ST. JOE

By: _____
MEL C. MAGIDSON, JR.
MAYOR-COMMISSIONER

ATTEST:

Charlotte M. Pierce
City Clerk

**CURRENT AND PROPOSED
CEMETERY PLOT CHARGES**

August 26, 2013

CURRENT RATES		PREPARE, RECORD AND MAIL DEED	CERTIFICATE OF INTERMENT	MAXIMUM COST TO OWNER
Single Plot	\$300	\$25	\$50	\$375
Double Plot	\$400	\$25	\$50 / \$100	\$525
Plot for 4	\$600	\$25	\$50 / \$200	\$825
Plot for 8	\$800	\$25	\$50 / \$400	\$1,225

PROPOSED RATES		PREPARE, RECORD AND MAIL DEED	CERTIFICATE OF INTERMENT	MAXIMUM COST TO OWNER
Single Plot	\$400	\$30	0	\$435
Double Plot	\$600	\$30	0	\$635
Plot for 4	\$800	\$30	0	\$835
Plot for 8	\$1,200	\$30	0	\$1,235

RESOLUTION NO. 2013-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES AND CHARGES FOR CEMETERY PLOTS OWNED BY THE CITY OF PORT ST. JOE AND LOCATED WITHIN THE CITY OWNED CEMETERIES, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance _____ provides that the City Commission shall determine the fees and charges for cemetery plots located in City owned cemeteries,

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 and charges for cemetery plots located in City owned cemeteries as follows:

Single plot \$400.00 (5' x 10')
Double plot \$600.00 (10' x 10')
Four plot \$800.00 (20' x 10')
Eight plot \$1200.00 (20' x 20')
2. Resolutions or other schedules of fees and charges of any kind associated with City cemeteries adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this _____ day of September, 2013.

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

BY: _____
Mel Magidson, Jr., Mayor-Commissioner

Attest: _____
Charlotte M. Pierce
City Clerk



Post Office Box 278 * Phone (850) 229-8261
Port St. Joe, Florida 32457

Memorandum

**To: Paces Foundation, Inc.
 Mark du Mas, President**

**From: City of Port St. Joe
 Jim Anderson, City Manager**

Date: September 4, 2013

This Memorandum of Understanding is intended to document in general terms the agreement between the City of Port St. Joe, Florida, Gulf County Florida and Paces Foundation, Inc. to produce quality affordable housing in Port St. Joe, Gulf County Florida.

Paces Foundation, Inc. agrees to:

- 1. At our expense, engage a qualified market research firm to analyze the housing market in Port St. Joe and Gulf County to determine the housing needs and market conditions in the area. (We have received the preliminary results of the market study which indicates an estimated existing need of 74 family housing units as well as a substantial need for senior units. We are beginning work now to determine the economic feasibility of various unit counts and mixes, which will determine the ultimate number of initial units we build.)**
- 2. At our expense, prepare a preliminary master plan to place appropriate housing products on the 41.96 acre parcel being made available by the City of Port St. Joe.**
- 3. At our expense, engage professional surveyors, engineers, architects, and environmental assessment analysts to prepare necessary design documents, surveys, site plans, environmental assessments, etc. to support the desired developments.**
- 4. Prepare all necessary applications and submit such in a timely manner to Florida Housing Finance Corporation for an award of Federal Low Income Housing Tax Credits to be used to infuse equity into the affordable housing**

developments to minimize the amount of debt required to fund the developments which will minimize the amount of rent tenants will be required to pay.

5. Paces will be responsible for obtaining all necessary outside financing for the developments.
6. Paces understands that providing affordable housing in Port St. Joe and Gulf County will be done in phases which will be coupled to the growth of the market over the next several years.

The City of Port St. Joe agrees to:

1. Transfer the deed for the 41.96 + / - acres to Paces Foundation, Inc. once all City, State and Federal Development Regulations have been met. ~~The city shall retain a reversionary interest in the property which shall terminate upon completion of the construction of Phase I.~~
2. Accept the Paces Development as an "Affordable Housing" development and sign the required Florida Housing Finance Corporation documentation for submittal of the tax credit application by October 10, 2013.
3. The City will allow for a residential density up to 74 units in Phase I.
4. Work with Paces to address any issues that may arise that would adversely impact the successful production of this quality affordable housing initiative.
5. Work with Gulf County to provide additional support as appropriate to insure adequate resources are made available as needed.
6. Assist with Paces efforts to engage the community for their review of the design and development of property for suitable uses.
7. **The City will provide a \$2,500 Utility Fee Waiver.**

Signed:

Paces Foundation, Inc.	_____	Date	_____
City of Port St. Joe	_____	Date	_____
Gulf County Commission	_____	Date	_____

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

Robin K. Combs
Printed name of witness

Mel C. Magidson, Jr., Mayor

Attest: _____
Charlotte M. Pierce, City Clerk

Terese H. Kent
Printed name of witness

LESSEE:

Gulf Coast Workforce Board

Printed name of witness

Kim Bodine, Executive Director

Printed name of witness

ORDINANCE NO. 418

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING CHAPTER 14 OF THE CITY OF PORT ST. JOE CODE OF ORDINANCES RELATING TO THE REGULATION, LICENSING, VACCINATION, CONFINEMENT, CLASSIFICATION AND DISPOSAL OF CATS AND DOGS IN THE CITY OF PORT ST. JOE, FLORIDA, PROVIDING FOR DEFINITIONS, CITATIONS, ENFORCEMENT AND PENALTIES FOR VIOLATIONS, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PORT ST. JOE:

Chapter 14 of the City of Port St. Joe Code of Ordinances as set forth in Exhibit A attached hereto is hereby amended as follows:

SECTION 1. DEFINITIONS

As used in this Ordinance the following terms mean:

ANIMAL: For the purpose of this Ordinance animal shall mean dog, cat, or other domestic animal or fowl of any nature.

ANIMAL CONTROL OFFICER: The Gulf County animal control officers and the Sheriff of Gulf County and his designees and deputies, or such person or persons designated by the Board of City Commissioners of Port St. Joe to enforce this Ordinance.

ANIMAL CONTROL AUTHORITY: That certain Board designated by the Gulf County and/or the City and having the authority and power to enforce the Gulf County Animal Control Ordinance.

ANIMAL ESTABLISHMENT: Any pet shop, grooming shop, animal auction, performing animal exhibition, kennel, or animal shelter, except this term shall not include veterinary medical facilities, licensed research facilities, facilities operated by government agencies, or licensed animal dealers regulated by the USDA under the provisions of U.S. Public Laws 89544 and 91579.

ANIMAL NUISANCE: Excessive barking, whining, howling, or other such noises, creating obnoxious smell, health hazard, etc.

ANIMAL SHELTER: Facility designated or recognized by the Gulf County Commission and/or the City for the purpose of impounding and caring for animals.

AT LARGE: An animal shall be deemed as being At Large when off the property of the owner and not under restraint.

CITATION SURCHARGE: Requires civil penalty to be doubled if the same infraction occurs within one year of the first offense.

CITY: The City of Port St. Joe

CONFINED: An animal will be considered confined if it is within a building, pen, fenced yard, vehicle, or on a leash or chain.

DANGEROUS ANIMAL: Any animal that according to the records of the appropriate authority:

a. Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property.

b. Has severely injured or killed a domestic animal while off the owners property.

c. Has been used primarily or in part for the purpose of fighting or is an animal trained for fighting.

d. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

HUMANE MANNER: Care of an animal to include, but not be limited to, adequate heat, ventilation, and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animal's size, species, and breed.

KENNEL: An establishment kept for the purpose of breeding, selling, or boarding animals or engaged in training animals. Additionally, any single parcel of land occupied by more than 7 dogs is hereby deemed to be a kennel and shall be required to meet the requirements of a kennel as set forth by law and as established by the Gulf County Humane Society regarding the size of cage, construction of pens, cleaning and sanitization.

LICENSING AUTHORITY: The agency or department of the Gulf County Commission and/or the City or any designated representative thereof charged with the issuance and/or revocation of permits and licenses under the authority of this Ordinance.

NEUTERED: Rendered permanently incapable of reproduction.

PUBLIC NUISANCE OR NUISANCE ANIMAL: An animal shall be considered a nuisance if it damages, soils, defiles, or defecated on private property other than the owner's or on public works recreation areas unless such waste is immediately removed and properly disposed of by the owner; or molests, attacks, or interferes with persons or other domestic animals on public property, causes an annoyance in the neighborhood by acts such as creating a noxious or offensive odor or health hazard which substantially affects persons beyond the owner's property boundaries or offensive excessive noise which substantially affects persons beyond the owner's property boundaries.

OWNER: A person having the right of property or custody of an animal or knowingly permits an animal to remain on or about the premises occupied by that person.

PERSON: Any individual, corporation, partnership, or institution commonly recognized by the law as a unit.

RESTRAINT: An animal shall be considered under restraint if it is confined within the real property limits of its owner or secured by a leash or lead.

UNPROVOKED: Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully and has been bitten or chased in a menacing fashion or attacked by an animal.

SEVERE INJURY: Any physical injury that results in broken bones, multiple bites, or disfiguring

lacerations requiring sutures or reconstructive surgery.

SECTION 2: LICENSING AND RABIES VACCINATION

a. No person shall own or harbor any animal over the age of four (4) months of age within the City unless it is vaccinated. The provisions of this Section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government operated or licensed animal shelter.

b. All animals shall be vaccinated against rabies by a licensed veterinarian, in accordance with the latest "Compendium of Animal Rabies Vaccines and Recommendations for Immunization" published by the National Association of State Public Health Veterinarians.

c. A certificate of vaccination shall be issued to the owner of each animal vaccinated on a form recommended by the Compendium. Each owner shall also receive a durable vaccination tag indicating the year in which it was issued.

SECTION 3: OWNER RESPONSIBILITY

a. It shall be unlawful for animals to run at large in the City.

b. No animal shall be allowed to cause a public nuisance or be a nuisance animal. The owner of every animal shall be held responsible for every behavior of such animal under the provisions of this Ordinance.

c. All animal owners will provide adequate food, water, shelter, medical care if needed, and a sanitary environment.

d. Failure to comply with the provisions of this Section shall, for the first and second infraction be deemed a civil infraction. The owner shall pay a fine for a first infraction in the amount of \$50.00. The owner shall pay a fine for a second infraction in the amount of \$100.00. A third or subsequent violation of this Ordinance within twelve months of the occurrence of any other violation of this Ordinance shall constitute a criminal infraction and shall be deemed a second degree misdemeanor pursuant to Florida law. A Notice to Appear in Criminal Court shall issue as a result of a third or subsequent infraction occurring within a twelve month period. Each continuing day of the violation shall constitute a new infraction.

SECTION 4: RUNNING AT LARGE

a. Any animal found running at large may be impounded by the Gulf County Animal Control Authority in an animal shelter and confined in a humane manner. Immediately upon impounding a dog, the Animal Control Authority shall make every reasonable effort to identify and notify the owner and inform such owner of the conditions under which the animal may be regained. Dogs not claimed within a period of five (5) full days in which the shelter is open to the public shall become the property of Gulf County. Animals becoming the property of Gulf County shall be disposed of in the following manner:

1. When a dog is found running at large and its ownership is verified by the Animal Control Officer who may exercise the option of serving the owner with a Notice of Violation in lieu of impounding the animal.

2. Released to the Humane Society for adoption or disposal.

3. Disposal of any animal by any method specified herein does not relieve the owner of liability of violation of this Ordinance and any accrued charges resulting therefrom.

SECTION 5. REDEMPTION

a. Any animal impounded may be redeemed by the owner thereof within five (5) days upon payment of an impoundment fee of thirty dollars (\$30.00) and five dollars (\$5.00) per diem, provided that if the animal has previously been impounded, the impoundment fee shall be sixty dollars (\$60.00) plus five dollars (\$5.00) per day. For the fourth or subsequent impoundment of the same animal within a period of eighteen months, the impoundment fee shall be increased to \$250.00 plus \$5.00 per day per diem. Payment of impoundment fees is not considered to be in lieu of any fine or penalty. No animal shall be released unless proof of payment of any and all fines owed to the County is presented for redemption of the animal.

b. A refundable vaccination deposit of fifteen dollars (\$15.00) will be paid for an unvaccinated animal, to be refunded upon proof of vaccination as outlined in Section 2.

c. All funds collected or generated pursuant to this ordinance shall be placed in the City budget under the Animal Control line item unless authorized by Interlocal agreement to be retained by Gulf County.

SECTION 6. DANGEROUS ANIMALS

1. The Animal Control Officer shall investigate reported incidents involving any animal that may be dangerous. The Animal Control Officer shall require any person desiring to have an animal classified as dangerous to provide a sworn affidavit.

2. During the investigation of the report the animal may be impounded at the animal shelter. Any animal that is the subject of a dangerous animal investigation that is not impounded by the Animal Control Officer shall be humanely and safely confined by the owner in a securely fenced or enclosed area pending the outcome of the investigation and resolution of any hearings related to the dangerous animal classification. The address of where the animal resides shall be provided to the Animal Control Officer. No animal that is the subject of a dangerous animal investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings related to the determination of a dangerous animal classification. In the event that an animal is determined to be dangerous, the animal shall not be relocated or ownership transferred.

3. After the investigation, the Animal Control Officer shall make an initial determination as to whether there is sufficient cause to classify the animal as dangerous.

4. The Animal Control Officer shall provide written notification of the sufficient cause findings to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48 relating to service of process.

5. The owner may file a request for a hearing within seven (7) calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than twenty-one (21) calendar days and no sooner than five (5) days after receipt of the request from the owner. The hearing shall be brought before the Gulf County Animal Control Authority.

6. In the event that an animal is classified as a "dangerous animal" the Animal Control Authority shall provide written notification to the owner by registered mail, certified hand delivery, or service as described above, and the owner may file a written request for a hearing in the County Court to appeal the classification within ten (10) business days after receipt of a written determination of a dangerous animal classification, and, if the animal is in the owner's custody, the owner must confine the animal in a securely fenced or enclosed area pending a resolution of the appeal. The procedure for initiating an appeal to the County Court is as follows:

The owner must file a written request titled "NOTICE OF APPEAL" with the Clerk of Court with the County Court in and for Gulf County, Florida, setting forth the following information:

- a. The name of the owner of the animal or petitioner,
- b. The name, address, and telephone number of the owner or petitioner,
- c. The name and brief description of the animal,
- d. A short and plain statement of the issue on appeal,
- e. Notice of Appeal shall also be provided to the Animal Control Authority by certified mail, return receipt requested at:

Animal Control Authority
1000 Fifth Street
Port St. Joe, FL 32456

7. Within fourteen (14) days after an animal has been classified as dangerous by the Animal Control Authority, or a dangerous animal classification is upheld by the Court on appeal, the owner of the animal must obtain a Certificate of Registration for the animal from the Animal Control Authority serving the area in which he or she resides and the certificate shall be renewed annually. Such Certificates of Registration and renewals thereof shall be issued only to persons who are at least eighteen (18) years of age and who present to the Animal Control Authority sufficient evidence of:

- a. A current certificate of rabies vaccination for the animal.
- b. A proper enclosure to confine a dangerous animal and the posting on the premises of a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous animal on the property.
- c. Permanent identification of the animal such as a tattoo on the inside thigh or electric implantation. The annual fee for the issuance of Certificates of Registration required by this Section shall be fifty dollars (\$50.00).

8. The owner shall immediately notify the appropriate animal control authority when an animal that has been classified as dangerous is:

- a. Loose or unconfined.
- b. Has bitten a human being or attacked another animal.
- c. Is sold, given away, or dies.
- d. Is removed to another address.

9. Prior to a dangerous animal being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the Animal Control Authority. The new owner must comply with all terms and requirements of this Ordinance.

10. It is unlawful for the owner of a dangerous animal to permit the animal to be outside a proper enclosure unless the animal is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with his vision or respiration, but will prevent it from biting any person or animal.

First Offense (within 12 months) \$50.00 fine

Second Offense (within 12 months) \$150.00 fine

Third Offense \$250.00 fine

Fourth and Subsequent Offense within 12 months is a criminal citation with the person guilty of misdemeanor of the second degree.

Appeals of such citations shall be filed with the Gulf County Clerk of Court within 10 days of issuance in the format set forth in Section 6 above to thereafter be heard before the County Judge. If such an appeal is upheld by the Judge after a hearing, the violator shall pay the fine plus any court costs.

SECTION 11. DUTY TO REPORT ANIMAL BITES

It shall be the duty of every person licensed to practice medicine, osteopathic medicine, veterinary medicine, or any other person knowing of or in attendance on an animal bite case to promptly report to the Gulf County Health Department every instance in which a person is bitten by a dog or other domestic or wild animal.

SECTION 12. REMOVAL OF DEAD ANIMALS FROM PUBLIC RIGHT OF WAY

When an animal is found dead on the public right of way it shall be part of the Animal Control Officer's responsibilities to remove and properly dispose of the carcass.

SECTION 13. REPEALS (CONFLICTING ORDINANCES)

All other ordinances of the City, conflicting with this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 14. SEVERABILITY

If any part of this Ordinance shall be held invalid, such part shall not affect the remaining parts of this Ordinance.

SECTION 15. EFFECTIVE DATE

The Ordinance shall become effective as provided by law.

SECTION 16. PURPOSES

The City Commission hereby finds, determines, and declares that this Ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the inhabitants of the City.

SECTION 17. EXEMPTIONS

Dogs engaged in training or exhibiting in legal sports such as obedience trials, confirmation shows, field trials, hunting retrieving trials, and herding trials are exempt from the provisions of this Act when engaged in any such legal procedures. However, such dogs at all other times and in all other respects shall be subject to this Act.

This ordinance does not apply to dogs used by law enforcement officials for law enforcement work.

SECTION 18. INTERLOCAL AGREEMENT

11. Any person who violates any provision of this Section is guilty of a non-criminal infraction, punishable by a fine in the amount of \$500.00 for each infraction.

SECTION 7. ADOPTION

After an animal has been impounded for a full five (5) days, Gulf County will release such animal to the St. Joseph Bay Humane Society with the understanding that suitable homes will be sought. Any animal adopted out shall be vaccinated and neutered. It is the responsibility of the St. Joseph Bay Humane Society to set adoption fees.

SECTION 8. RIGHT OF ENTRY

The Animal Control Office shall have the right to enter upon any private or public property, except a building, mobile home, or other structure designated for, and used for residential purposes, for the purpose of enforcing this Ordinance. If any person refuses entrance to premises, including a residence, in his possession or control, the Animal Control Officer attempting to enforce this Ordinance, such officer shall contact a law enforcement office and proceed on such premises with a warrant or other document of authority as necessary to lawfully enter such premises for the purpose of enforcing this Ordinance.

SECTION 9. INTERFERENCE

No person shall interfere with, hinder, or molest any Animal Control Officer in the performance of any duty as herein provided. Any person violating this Section shall be deemed guilty of a misdemeanor of the second degree, and shall be subject to imprisonment or a fine as set forth in Sections 775.082 and 775.084 of the Florida Statutes.

SECTION 10. CITATIONS ON VIOLATIONS

The Animal Control Officer or any law enforcement office shall, upon determination that a violation of this Ordinance has occurred, issue a citation on the person owning, keeping, or harboring the animal. The citation shall state the date and time of issuance, name and address of the person in violation, description of the animal involved, and a demand that the accused pay the following penalties:

Animal Roaming At Large	Civil Penalty \$50.00
Animal Roaming At Large 2 nd Offense	Civil Penalty \$100.00
Animal Unvaccinated Against Rabies	Civil Penalty \$25.00
Tag Not on Animal	Civil Penalty \$25.00
Female in Season Not Properly Confined	Civil Penalty \$50.00
Animal Nuisance Other Than Noise	Civil Penalty \$50.00
Citation Surcharge	Civil Penalty Doubles Penalty per Section 1.

for the first offense within one (1) year, and double that penalty for any and all subsequent offenses within one (1) year. If a person should fail to pay or appeal such penalty. If a person should fail to file or pay or appeal such penalty, such matter shall be turned over to a qualified collections bureau for further collection attempts.

On each and all Civil violations a five dollar (\$5.00) surcharge is hereby imposed for the purposes of funding training for the Animal Control Officer. All funds derived from such fees shall placed in a separate account for Animal Control Officer training.

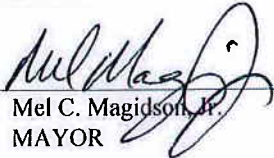
Any violation of this Ordinance resulting from excessive noise from a nuisance animal or an animal constituting a public nuisance due to noise shall be punished as follows:

The City may enter into Interlocal Agreements with other local governments at any time that the Board of City Commissioners of the City deems it appropriate to delegate or consolidate the enforcement of the requirements of this Ordinance.

This Ordinance adopted in open regular meeting this 19 day of May, 2009.

PORT ST. JOE CITY
COMMISSION

BY: _____


Mel C. Magidson, Jr.
MAYOR

ATTEST:


PAULINE PENDARVIS, CLERK

**BID TABULATION FOR BIDS RECEIVED
AT THE CITY OF PORT ST. JOE
ON OCTOBER 10, 2013 AT 3:00 P.M. E.T.
AND OPENED AT 3:15 P.M. E.T.**

24

CITY OF PORT ST. JOE

RFP #2013-08
PSJ Landscaping and Grounds Maintenance
September 27, 2013
3:05 P.M.

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

BIDDER	TOTAL BASE BID
1. Coastal Design & Landscape	\$ 80,560.00
2. Gulf Coast Property Services, LLC	\$ 56,750.00
3. Panhandle Lawn Care	\$ 26,480.00
4. Sun Coast Lawn & Landscaping, LLC	\$ 38,500.00
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Code Enforcement 2013 Activity
As of 10/10/13

	Open	Closed	Total	Increase Since 9/25/2013
Unlawful Accumulation	11	138	149	3
Substandard Structure	6	16	22	1
Abandoned Vehicle		7	7	
Unlawful Sewer				
Land regulation Violation	2	10	12	3
Business Lic. Violation	0	2	2	
Special Master Hearings		1	1	
Building Demolition	0	3	3	
Waste Violation	0	207	207	1
Sign Violation	5	79	84	14

Total	24	Total	463	Total	487	Total	22
				2013 Year Cases			