

February 2, 2016

Regular Public Meeting

6:00 P.M.

2775 Garrison Avenue

Port St. Joe, Florida



City of Port St. Joe

Bo Patterson, Mayor-Commissioner
William Thursbay, Commissioner, Group I
David Ashbrook, 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.

2775 Garrison Avenue

Tuesday February 2, 2016

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 1/19/16 Pages 1-3

PSJRA

- Surplus Property Page 4
- Landscaping Phase V JPA

City Attorney

- Resolution 2016- Port Authority Support Pages 5-6
- Ordinance 523- CIP Plan Update Pages 7-23
 - First Reading and Request to Advertise
- ASCAP Licensing Pages 8-31

Old Business

- CDBG 1st Public Hearing- Bruce Ballister
- Patton Park Lots- Update
- 102 Stone Drive- Update
- City Commission Chambers

New Business

- Chamber of Commerce- Update
- Career Source Gulf Coast- Lease Agreement Pages 32-34
- St. Joe Group, LLC- Lease Agreement Pages 35-38
- St. Joe Resort Operations, LLC- Lease Agreement Pages 39-40
- Parade Permit Request- The Forgotten Krewe Page 41
- EDC Membership- Comm. McCroan
- Day of Baseball/Softball Activities- Comm. Thursbay

Public Works

- Centennial Bldg. Roof- Update
- City Projects- Update Page 42
- Yard Debris Laydown Yard

Surface Water Plant

- Update

Waste Water Plant

- Update

City Engineer

- **Golf Cart Crossing- Update**
- **Long Avenue Sewer Evaluation**

Code Enforcement

- **Update**

Pages 43-44

Police Department

- **Update**

City Clerk

- **SSGT Clifford C. Sims Memorial Park Dedication- 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 AT
2775 GARRISON AVENUE, January 19, 2016, AT 6:00 P.M.**

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

CONSENT AGENDA

Mayor Patterson presented a Proclamation in recognition of the life of Dr. Martin L. King, Jr., to Reverend Castldera Watts of Thompson Temple First Born Church of the Living God.

Minutes

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Minutes of the Regular Meeting on January 5, 2016, and the Special Meeting of January 12, 2016. All in favor; Motion carried 5-0.

PORT ST. JOE REDEVELOPMENT ASSOCIATION (PSJRA) - Bill Kennedy

There was no report from the PSJRA.

CITY ATTORNEY – Tom Gibson

First United Methodist Church Liability Waiver Request - A Motion was made by Commissioner Ashbrook, second by Commissioner McCroan, to approve the request with the following stipulations. A Hold Harmless Agreement must be provided to the City; an Easement to the property previously approved; and approval of the amended Development Order. All in Favor; Motion carried 5-0.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Patton Park Lots – Realtor Proposals: A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, to contract with Sabrina Burke of Burke and Company for 6 months. Should the property not sell, the next lowest bidding Realtor would be offered the property for six months. If, at the end of that 6 months, the property still has not sold, the next lowest bidding Realtor would be offered the property for 6 months. All in favor; motion carried 5-0.

102 Stone Drive Update: Mr. Anderson noted this is still under legal review.

Jim Ayotte, Executive Director of the Florida Manufactured Housing Association, offered his thoughts on the current issue.

Attorney Pat Floyd thanked the Commissioners for the opportunity to review the issues associated with 102 Stone Drive.

Amy Rogers voiced her displeasure with the actions taken by the Commission.

Matthew Taylor and Lee Fontaine, property owners in the neighborhood of 102 Stone Drive, reiterated their concerns over the issue.

Wellness Initiative – Commissioner Buzzett discussed and also provided a form for the Wellness Initiative. This is a voluntary program and an employee can earn up to 8 hours of personal time per year by being actively involved in the Wellness Initiative. Each of the following categories earns 2 hours of personal leave: Influenza Vaccination; Blood Drive Donation; FHC Lifestyle Wellness Assessment; and Physical

Examination to include Biometric Screening. The Wellness initiative begins on October 1, 2015, and ends of September 30, 2016. All in favor; Motion carried 5-0.

New Business

Uninhabitable Structures with Asbestos – Staff will seek information on identifying structures with Asbestos and the costs for removal.

Public Works – John Grantland

RFP 2015-15 Presnell's Lift Station - Mr. Charles Costin reviewed the activities associated with this project since its inception eleven years ago. A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to take \$45,000 from the Cape Sewer Fund to complete the lift station for this project. All in favor; Motion carried 5-0

Surface Water Plant – Larry McClamma shared that he has 3 employees sitting for state license exams tomorrow.

Wastewater Plant – Lynn Todd did not have anything to report.

City Engineer - Clay Smallwood, III

Golf Cart Crossing Update – Florida DOT still has the application and Mr. Smallwood is waiting to hear from them.

Long Avenue Sewer Evaluation – Mr. Smallwood will be meeting with Mr. Grantland tomorrow on this.

Code Enforcement - Mr. Burkett's report was reviewed. No action was required.

Police Department – Chief Herring

Investigative Funds – A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to provide \$5,000 from BP Funds to be used to enhance investigations. All in favor; Motion carried 5-0.

City Clerk – Charlotte Pierce

SSGT Clifford C. Sims Memorial Park Dedication – Clerk Pierce shared that the ceremony to rename the park in honor of SSGT Sims will be held on Friday, February 19, 2016, at 2:00 P.M.

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to award the sign design renaming Jetty Park as SSGT. Clifford C. Sims Memorial Park to Coast2Coast in the amount of \$2,400. All in favor; Motion carried 5-0.

Citizens to be Heard

Christy McElroy provided a copy of *Port of Port St. Joe, Gulf County, FL Request for Restore Funds from Gulf County Commission* to each City Commissioner. She requested the continued support of the Board for Port projects, and encouraged the Commission to become familiar with the document provided.

Commissioner Buzzett requested that an updated Resolution in support of the Port be on the next Agenda.

Amy Rogers thanked the Commission for their support of the Dr. Martin L. King, Jr., activities this past weekend. She also noted the need for sidewalks on Avenues B and D. The City is working to provide sidewalks on Avenue D.

Discussion Items by Commissioners

Commissioner Buzzett stressed the need for eliminating leaks at the Centennial Building and asked that Mr. Grantland work on sealing the blocks very soon. Mr. Grantland will have prices for the cost of repairs at the next meeting.

Commissioner McCroan requested that a sign be placed at the Intersection of Long Avenue and Highway 98. The previous sign has been removed and makes locating the road at night a problem.

Commissioner Ashbrook asked that lights be provided for the walking path as the original lights have ceased to work and are no longer repairable. He noted that Jennifer Jenkins, Executive Director of the Gulf County TDC, may possibly have funds that could be used to enhance lighting on the walking path.

Staff will check with Duke Energy to see what the cost of lights and poles would be for the path.

Commissioner Thursbay shared that he is still receiving calls about the lack of service from WastePro and asked if the service had improved since the meeting with the company.

Mr. Anderson stated that City Hall continues to receive calls daily about the lack of service and the inability of WastePro to resolve issues with customers.

Mayor Patterson related that his neighbors had received care from Sacred Heart Hospital and were very impressed by the service they received, the friendliness of the staff, and the facility in general. He offered his thanks to the hospital for what they provide for our community.

The Mayor also expressed his appreciation for the community participation in the Reverend Martin L. King, Jr., festivities.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 7:19 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

Zimbra**janderson@psj.fl.gov**

Fridge

From : Bill Kennedy
<bill@psjra.com>

Fri, Jan 29, 2016 12:14 PM

 1 attachment

Subject : Fridge

To : Jim Anderson
<janderson@psj.fl.gov>

Whirlpool fridge no numbers worth maybe \$50
and two worthless desks.

Sent from my iPhone



FullSizeRender.jpg

108 KB

RESOLUTION NO. 2016-02

A RESOLUTION OF THE CITY OF PORT ST. JOE FLORIDA,
URGING THE STATE OF FLORIDA AND THE UNITED
STATES OF AMERICA TO SUPPORT THE EFFORTS OF THE
PORT ST. JOE PORT AUTHORITY TO MAKE THE PORT OF
PORT ST. JOE, FLORIDA, A VIABLE ORPERATIONAL
SEAPORT ONCE AGAIN

WHEREAS, the Port of Port Authority has acquired through purchase real estate necessary for construction of a viable port: and

WHEREAS, Port St. Joe and Gulf County are located in a Rural Area of Critical Economic Concern: and

WHEREAS, an operating port creates an economic development engine which can provide for stability in the economy, well-paying jobs, and other economic benefits which will be felt throughout the city, county, and region; and

WHEREAS, contracts and letters of intent to develop property within the Port Planning Area have been executed and the rate of inquires has increased in pace with the current development activity of the Port; and

WHEREAS, the Port has applied to various state and federal agencies for assistance and support of the various Port development efforts;

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

1. The City Commission is in complete support of the Port St. Joe Port Authority as a future driver of the local economy and the City completely supports the actions and efforts of the Port Authority as they move forward in the process of making the Port of Port St. Joe a viable, operational Florida seaport.

2. The City Commission formally requests that any and all assistance from the State of Florida and the United States of America, whether such assistance takes the form of funding, permitting, or any other form of assistance, be made available to the Port St. Joe Port Authority.

3. That a copy of this Resolution be provided to all elected officials representing the City of Port St. Joe and Gulf County within the Florida Executive and Legislative branches and the United States Congress.

THIS RESOLUTION ADOPTED this _____ day of February 2016.

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

BY: _____
James "Bo" Patterson
Mayor/Commissioner

ATTEST:

Charlotte Pierce
City Clerk

ORDINANCE NO. 523

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; AMENDING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; ADOPTING THE UPDATED SCHOOL DISTRICT FIVE YEAR WORK PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the people of Port St. Joe, Florida.

1. The five year Capital Improvement Plan shown in Exhibit "A" is hereby amended as set forth in Exhibit "B".
2. The School District Five Year Work Plan as shown in Exhibit "C" is hereby amended as set forth in Exhibit "D".
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If any section, subsection, sentence, clause or provision of this ordinance is invalid, the remainder shall not be affected by such invalidity.
5. This ordinance shall become effective as provided by law.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, this ____ day of _____, 2016.

The City of Port St. Joe

James "Bo" Patterson
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp Plan Concurrency	Required to Meet LOS	FY 2015/2016 Funding	FY 2016/2017 Funding	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	Project Funding Source
A. Sewer									
1	Remainder Basin 10 gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation Yes, Sewer Pg 6 Objective 2.1	No					\$ 1,500,000	Anticipate CDBG Grant
2	Basin 9 gravity sewer rehabilitation Port St. Joe	Gravity Sewer Rehabilitation Yes, Sewer Pg 6 Objective 2.1	No					\$ 2,000,000	Anticipate CDBG Grant
3	Catch Basin 6 PH II Port St. Joe	No	No					\$ 2,000,000	Anticipate State Revolving Fund
4	1st Street Lift Station Port St. Joe	No	No					\$ 800,000	Anticipate State Revolving Fund
5	Lift Station Improvements Port St. Joe	Rehabilitate 6 existing lift stations throughout the No	No	\$ 60,000				\$ 750,000	City Budget/Grant Opportunities
6	WWTF Power Improvements Port St. Joe	Upgrade power at plant to include Emergency Power capabilities to building No	No	\$ 75,000					City Budget/Grant Opportunities
7	Cape Sewer Improvements Port St. Joe	Construct collection system to remove existing septic tanks No	No	\$ 75,000				\$ 2,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
8	WWTF Lagoon Study Port St. Joe	Evaluate modifying the WWTF lagoon No	No	\$ 175,000				\$ 500,000	Grant Opportunities/State Revolving Fund
9	Long Avenue Sewer Rehabilitation Port St. Joe	Gravity sewer rehab from 22nd St to 1st St No	No					\$ 4,000,000	City Budget/Grant Opportunities
10	Beacon Hill Sewer Beacon Hill	No	No					\$ 1,000,000	City Budget/Grant Opportunities/ RESTORE/State Budget
11	Gulf Aire Sewer Gulf Aire	Purchase Gulf Aire sewer system No	No						City Budget/Grant Opportunities
Sewer Total				\$ 310,000	\$ 75,000	\$ -	\$ -	\$ 14,550,000	
B. Water									
1	CDBG Water Improvements Phase I Port St. Joe	Replace aging water pipes throughout city Yes	Yes	\$ 650,000					CDBG Grant
2	Water Distribution System Phase II Port St. Joe	Replace aging water pipes throughout city Yes	Yes			\$ 1,000,000			State Revolving Fund
3	St. Joe Beach Distribution Improvements Beaches	Replace fire hydrants and various valves throughout St. Joe Beach and Beacon Hill No	No					\$ 600,000	City Budget/Grant Opportunities
4	Surface Water Treatment Plant Improvements Port St. Joe	Construct line addition improvements No	No	\$ 285,000					NWFWMD
5	Hwy 71/Hwy 98 Water Improvement Port St. Joe	Replace water pipes along HWY 71 & HWY 98 No	No	\$ 126,728					NWFWMD
6	White City Booster Plant Improvements	Upgrade the fill line, Ground Storage Tank, and distribution lines No	No					\$ 1,000,000	City Budget/Grant Opportunities
7	Lighthouse Utilities Purchase Jones Homestead	Purchase and System Upgrades No	No					\$ 5,000,000	City Budget/Grant Opportunities
8	Utility Location Port St. Joe	Re-route utilities under existing buildings between 1st Street & 4th Street No	No					\$ 750,000	Grant Opportunities
9	Well Abandonment Old Primary Site	Abandon production well at old primary site No	No	\$ 30,000					City Budget/Grant Opportunities
10	Well Abandonment SWTP	Abandon #4 production well No	No			\$ 50,000			City Budget/Grant Opportunities
11	Booster Plant Improvements White City	Add telemetry equipment at the White City Booster Plant No	No	\$ 12,000					City Budget
12	SWTP Improvements Port St. Joe	Rehabilitate membrane module No	No					\$ 600,000	City Budget
13	Transmission Main Port St. Joe	Replace transmission main from SWTP to Shark Tank No	No					\$ 750,000	City Budget/Grant Opportunities
14	St. Joe Beach Tank Beaches	Repair tank lid No	No		\$ 50,000			\$ 750,000	City Budget
Water Total				\$ 1,061,728	\$ 92,000	\$ -	\$ 1,050,000	\$ 9,450,000	

EXHIBIT "B" - PROPOSED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

ID #	Project Name General Location	Project Description Yes/No Comp. Plan Concurrency	Required to Meet LOS	FY 2015/2016 Funding	FY 2016/2017 Funding	FY 2017/2018 Funding	FY 2018/2019 Funding	FY 2019/2020 Funding	Project Funding Source
C. Drainage									
1	Stormwater Master Plan Update Port St. Joe	Create a City wide Master stormwater plan including alleyways No	No			\$ 50,000			City Budget/Grant Opportunities
2	Stormwater Improvement: Port St. Joe	Construct stormwater improvements throughout No	No					\$1,000,000	City Budget/Grant Opportunities
3	Battles Street Outfall Port St. Joe	Construct stormwater facility at north end of Battles St. and improve the upstream collection No	No				\$ 450,000		NWFWMD
4	Forest Park Stormwater Improvements Port St. Joe	Construct stormwater facility in Forest Park and replace the stormwater pipe under 14th St. No	No						NWFWMD
5	6th & 7th Street Alley Port St. Joe	Rehabilitate stormwater system between Long & Woodward Ave No	No	\$ 10,000					City Budget
Drainage Total				\$ 10,000	\$ -	\$ 50,000	\$ 1,240,000	\$ 1,000,000	
D. Recreation									
1	Sports Complex Jones Homestead	Construct sports facility No	No					\$ 2,500,000	Grant Opportunities
2	Frank Pace Park Boat Ramp Port St. Joe	Boat Ramp Improvements No	No		\$ 750,000				Florida Boating Improvement Grant Other Grant Opportunities
3	George Core Park Port St. Joe	Construct recreational improvements. No	No					\$ 100,000	PSIRA/Grant Opportunities
4	Kayak Boat Launch Port St. Joe	Build kayak launch area on bay front No	No					\$ 75,000	Florida Boating Improvement Grant
5	Centennial Building Improvement: Port St. Joe	Construct improvements to the Centennial Building No	No					\$ 650,000	City Budget/Grant Opportunities
6	Lighthouse Complex Improvement: Port St. Joe	Construct improvements to Lighthouse complex No	No	\$ 125,000					PSIRA/Grant Opportunities/Donations
7	Forest Park South Port St. Joe	Rehabilitate restrooms, picnic, and playground No	No	\$ 50,000					FRDAP & Other Grant Opportunities
8	Frank Pace Park Tennis Courts Port St. Joe	Rehabilitate tennis courts No	No					\$ 50,000	FRDAP & Other Grant Opportunities
Recreation Total				\$ 175,000	\$ 750,000	\$ -	\$ -	\$ 3,375,000	
E. Transportation									
1	David B. Langston Drive Sidewalk Port St. Joe	Construct sidewalk along Langston Drive No	No			\$ 70,000			FDOT
2	City Signs Port St. Joe	City Signs No	No				\$ 120,000		PSIRA/Grant Opportunities
3	City Roadway Improvements Port St. Joe	Mill and resurface Red Ave, MLK Blvd, Garrison Ave, & other streets as required No	No					\$ 2,000,000	PSIRA/Grant Opportunities/FDOT
4	Sidewalk Improvement: Port St. Joe	Rehabilitate aging sidewalks throughout the city No	No					\$ 250,000	PSIRA/Grant Opportunities
5	HWY 98 Golf Cart Crossing Port St. Joe	Construct Golf Cart crossing for HWY 98 No	No					\$ 7,500	PSIRA/Grant Opportunities
6	City Hall ADA Improvement: Port St. Joe	Construct ADA improvements to City Hall No	No				\$ 100,000	\$ 100,000	City Budget/Grant Opportunities
7	Long Avenue Resurfacing Port St. Joe	Resurface Long Ave from HWY 71 to Madison No	No					\$ 700,000	City Budget/Grant Opportunities
8	Garrison Avenue Resurfacing Port St. Joe	Resurface Garrison Ave from HWY 71 to 16th St No	No	\$ 412,000					FDOT
Transportation Total				\$ 412,000	\$ -	\$ 70,000	\$ 220,000	\$ 3,057,500	

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Five Year Total
Total Revenues	\$117,102	(\$777,966)	(\$346,124)	(\$585,559)	(\$217,993)	(\$1,810,540)
Total Project Costs	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Difference (Remaining Funds)	\$117,102	(\$977,966)	(\$346,124)	(\$585,559)	(\$217,993)	(\$2,010,540)

District GULF COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	10/6/2015
Work Plan Submittal Date	10/7/2015
DISTRICT SUPERINTENDENT	JIM NORTON
CHIEF FINANCIAL OFFICER	SISSY WORLEY
DISTRICT POINT-OF-CONTACT PERSON	BILL CARR
JOB TITLE	ASSISTANT SUPERINTENDENT
PHONE NUMBER	850-229-8256
E-MAIL ADDRESS	bcarr@gulf.k12.fl.us

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
HVAC	\$96,000	\$40,000	\$40,000	\$45,000	\$45,000	\$266,000
Locations:	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY, WEWAHITCHKA JUNIOR SENIOR HIGH					
Flooring	\$110,000	\$50,000	\$50,000	\$50,000	\$50,000	\$310,000
Locations:	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY					
Roofing	\$25,000	\$100,000	\$100,000	\$100,000	\$100,000	\$425,000
Locations:	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY, WEWAHITCHKA JUNIOR SENIOR HIGH					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Locations:	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY, WEWAHITCHKA JUNIOR SENIOR HIGH					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Maintenance/Repair	\$185,000	\$70,000	\$70,000	\$70,000	\$70,000	\$465,000
Locations:	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY, WEWAHITCHKA JUNIOR SENIOR HIGH					
Sub Total:	\$421,000	\$265,000	\$265,000	\$270,000	\$270,000	\$1,491,000

PECO Maintenance Expenditures	\$75,881	\$106,234	\$118,076	\$139,943	\$151,207	\$591,341
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1.50 Mill Sub Total:	\$500,342	\$158,766	\$146,924	\$130,057	\$118,793	\$1,054,882
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Other Items	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
lighting	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Locations	PORT SAINT JOE JUNIOR SENIOR HIGH					
technology	\$145,223	\$0	\$0	\$0	\$0	\$145,223
Locations	DISTRICT ADMINISTRATIVE OFFICES, GULF ADULT SCHOOL, PORT SAINT JOE ELEMENTARY, PORT SAINT JOE JUNIOR SENIOR HIGH, WEWAHITCHKA ELEMENTARY, WEWAHITCHKA JUNIOR SENIOR HIGH					
Total:	\$576,223	\$265,000	\$265,000	\$270,000	\$270,000	\$1,646,223

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$500,342	\$158,766	\$146,924	\$130,057	\$118,793	\$1,054,882
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$0	\$220,000	\$0	\$250,000	\$0	\$470,000
Other Vehicle Purchases	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Equipment	\$76,500	\$100,000	\$100,000	\$125,000	\$0	\$401,500
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$91,558	\$120,000	\$120,000	\$101,302	\$120,000	\$552,860
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Covered Play WEL	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Doors & Restrooms	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Wewahitchka High Renovations	\$125,000	\$0	\$0	\$0	\$0	\$125,000
Local Expenditure Totals:	\$818,400	\$798,766	\$366,924	\$606,359	\$238,793	\$2,829,242

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
(1) Non-exempt property assessed valuation		\$1,485,013,253	\$1,578,112,435	\$1,656,274,127	\$1,738,731,469	\$1,838,204,230	\$8,296,335,514
(2) The Millege projected for discretionary capital outlay per s.1011.71		0.57	0.00	0.00	0.00	0.00	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$2,494,822	\$2,651,229	\$2,782,541	\$2,921,069	\$3,088,183	\$13,937,844
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$814,025	\$0	\$0	\$0	\$0	\$814,025
(5) Difference of lines (3) and (4)		\$1,680,797	\$2,651,229	\$2,782,541	\$2,921,069	\$3,088,183	\$13,123,819

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$75,881	\$106,234	\$118,076	\$139,943	\$151,207	\$591,341
		\$75,881	\$106,234	\$118,076	\$139,943	\$151,207	\$591,341

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$20,203	\$20,203	\$20,203	\$20,203	\$20,203	\$101,015
CO & DS Interest on Undistributed CO	360	\$597	\$597	\$597	\$597	\$597	\$2,985
		\$20,800	\$20,800	\$20,800	\$20,800	\$20,800	\$104,000

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2014 - 2015?

No

Additional Revenue Source

Any additional revenue sources

Item	2015 - 2016 Actual Value	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$37	\$0	\$0	\$0	\$0	\$37
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$100,640	\$0	\$0	\$0	\$0	\$100,640
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0

Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$100,677	\$0	\$0	\$0	\$0	\$100,677

Total Revenue Summary

Item Name	2015 - 2016 Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$814,025	\$0	\$0	\$0	\$0	\$814,025
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$818,400)	(\$798,766)	(\$366,924)	(\$606,359)	(\$238,793)	(\$2,829,242)
PECO Maintenance Revenue	\$75,881	\$106,234	\$118,076	\$139,943	\$151,207	\$591,341
Available 1.50 Mill for New Construction	(\$4,375)	(\$798,766)	(\$366,924)	(\$606,359)	(\$238,793)	(\$2,015,217)

Item Name	2015 - 2016 Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Five Year Total
CO & DS Revenue	\$20,800	\$20,800	\$20,800	\$20,800	\$20,800	\$104,000
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$100,677	\$0	\$0	\$0	\$0	\$100,677
Total Additional Revenue	\$121,477	\$20,800	\$20,800	\$20,800	\$20,800	\$204,677
Total Available Revenue	\$117,102	(\$777,966)	(\$346,124)	(\$585,559)	(\$217,993)	(\$1,810,540)

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Nothing reported for this section.

Planned Cost:						
Student Stations:						
Total Classrooms:						
Gross Sq Ft:						

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
covered outdoor p.e. facility	WEWAHITCHKA ELEMENTARY	\$0	\$200,000	\$0	\$0	\$0	\$200,000	Yes
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
Project description not specified	Location not specified	\$0	\$0	\$0	\$0	\$0	\$0	No
		\$0	\$200,000	\$0	\$0	\$0	\$200,000	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Project Description	Location	Num Classroom s	2015 - 2016 Actual Budget	2016 - 2017 Projected	2017 - 2018 Projected	2018 - 2019 Projected	2019 - 2020 Projected	Total	Funded
Project description not specified	Location not specified		\$0	\$0	\$0	\$0	\$0	\$0	No
			\$0	\$0	\$0	\$0	\$0	\$0	

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2015 - 2016 Satis. Stu. Sta.	Actual 2015 - 2016 FISH Capacity	Actual 2014 - 2015 COFTE	# Class Rooms	Actual Average 2015 - 2016 Class Size	Actual 2015 - 2016 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2019 - 2020 COFTE	Projected 2019 - 2020 Utilization	Projected 2019 - 2020 Class Size
WEWAHITCHKA ELEMENTARY	567	567	422	30	14	74.00 %	0	0	0	0.00 %	0
PORT SAINT JOE ELEMENTARY	760	760	549	37	15	72.00 %	0	0	0	0.00 %	0
PORT SAINT JOE JUNIOR SENIOR HIGH	1,108	997	491	47	10	49.00 %	0	0	0	0.00 %	0
HIGHLAND VIEW ELEMENTARY	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
WEWAHITCHKA JUNIOR SENIOR HIGH	786	707	352	35	10	50.00 %	0	0	0	0.00 %	0
GULF ADULT SCHOOL	72	108	5	3	2	4.00 %	0	0	0	0.00 %	0
	3,293	3,139	1,819	152	12	57.95 %	0	0	0	0.00 %	0

The COFTE Projected Total (0) for 2019 - 2020 must match the Official Forecasted COFTE Total (1,599) for 2019 - 2020 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2019 - 2020	
Elementary (PK-3)	587
Middle (4-8)	565
High (9-12)	447
	1,599

Grade Level Type	Balanced Projected COFTE for 2019 - 2020
Elementary (PK-3)	587
Middle (4-8)	565
High (9-12)	447
	1,599

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	Year 5 Total
Total Relocatable Replacements:	0	0	0	0	0	0

Charter Schools Tracking

Information regarding the use of charter schools.

Nothing reported for this section.

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
PORT SAINT JOE ELEMENTARY	Educational	0	2	0	0	0	2
PORT SAINT JOE JUNIOR SENIOR HIGH	Educational	0	0	2	0	0	2
WEWAHITCHKA JUNIOR SENIOR HIGH	Educational	0	0	2	0	0	2
Total Educational Classrooms:		0	2	4	0	0	6

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
PORT SAINT JOE ELEMENTARY	Co-Teaching	0	2	0	0	0	2
PORT SAINT JOE JUNIOR SENIOR HIGH	Co-Teaching	0	0	2	0	0	2
WEWAHITCHKA JUNIOR SENIOR HIGH	Co-Teaching	0	0	2	0	0	2
Total Co-Teaching Classrooms:		0	2	4	0	0	6

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan?

No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2014 - 2015 fiscal year.					List the net new classrooms to be added in the 2015 - 2016 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2015 - 2016 should match totals in Section 15A.			
Location	2014 - 2015 # Permanent	2014 - 2015 # Modular	2014 - 2015 # Relocatable	2014 - 2015 Total	2015 - 2016 # Permanent	2015 - 2016 # Modular	2015 - 2016 # Relocatable	2015 - 2016 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	5 Year Average
WEWAHITCHKA ELEMENTARY	25	0	0	0	0	5
PORT SAINT JOE ELEMENTARY	0	0	0	0	0	0
PORT SAINT JOE JUNIOR SENIOR HIGH	0	0	0	0	0	0
HIGHLAND VIEW ELEMENTARY	0	0	0	0	0	0
WEWAHITCHKA JUNIOR SENIOR HIGH	0	0	0	0	0	0
GULF ADULT SCHOOL	0	0	0	0	0	0

Totals for GULF COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	25	0	0	0	0	5
Total number of COFTE students projected by year.	1,730	1,692	1,660	1,623	1,599	1,661
Percent in relocatables by year.	1 %	0 %	0 %	0 %	0 %	0 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2015 - 2016	FISH Student Stations	Owner	# of Leased Classrooms 2019 - 2020	FISH Student Stations
WEWAHITCHKA ELEMENTARY	1	25		0	0
PORT SAINT JOE ELEMENTARY	0	0		0	0
PORT SAINT JOE JUNIOR SENIOR HIGH	0	0		0	0
HIGHLAND VIEW ELEMENTARY	0	0		0	0
WEWAHITCHKA JUNIOR SENIOR HIGH	0	0		0	0

GULF ADULT SCHOOL	0	0		0	0
	1	25		0	0

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

There is space available to meet the requirements for class size reduction. Projected COFTE numbers are predicted to drop in the next five years reducing the need for new classrooms.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No schools will be closed in Gulf County

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2014 - 2015 FISH Capacity	Actual 2014 - 2015 COFTE	Actual 2014 - 2015 Utilization	Actual 2015 - 2016 / 2024 - 2025 new Student Capacity to be added/removed	Projected 2024 - 2025 COFTE	Projected 2024 - 2025 Utilization
Elementary - District Totals	1,327	1,327	870.00	65.56 %	0	871	65.64 %
Middle - District Totals	0	0	0.00	0.00 %	0	0	0.00 %
High - District Totals	1,918	1,726	1,121.00	64.95 %	0	1,121	64.95 %
Other - ESE, etc	140	183	5.00	2.73 %	0	6	3.28 %
	3,385	3,236	1,996.00	61.68 %	0	1,998	61.74 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2014 - 2015 FISH Capacity	Actual 2014 - 2015 COFTE	Actual 2014 - 2015 Utilization	Actual 2015 - 2016 / 2034 - 2035 new Student Capacity to be added/removed	Projected 2034 - 2035 COFTE	Projected 2034 - 2035 Utilization
Elementary - District Totals	1,327	1,327	870.00	65.56 %	0	871	65.64 %
Middle - District Totals	0	0	0.00	0.00 %	0	0	0.00 %
High - District Totals	1,918	1,726	1,121.00	64.95 %	0	1,121	64.95 %
Other - ESE, etc	140	183	5.00	2.73 %	0	6	3.28 %
	3,385	3,236	1,996.00	61.68 %	0	1,998	61.74 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

Zimbra**janderson@psj.fl.gov**

Fwd: ASCAP Licensing Information For City of Port St. Joe, FL

From : Jim Anderson
<janderson@psj.fl.gov>

Thu, Dec 17, 2015 09:18 AM

 1 attachment

Subject : Fwd: ASCAP Licensing
Information For City of
Port St. Joe, FL

To : Tom Gibson
<tgibson@psjlaw.com>

External images are not displayed. [Display images below](#)

FYI

----- Forwarded Message -----

From: Michele McKinney <mmckinney@ascap.com>

To: janderson@psj.fl.gov

Sent: Tue, 24 Nov 2015 09:19:43 -0500 (EST)

Subject: ASCAP Licensing Information For City of Port St. Joe, FL

11/24/2015

Dear Mr. Anderson:

8

ASCAP's more than 555,000 songwriter and publisher members thank you for using music in your business. As you know, music plays a valuable role in creating an environment that attracts and retains customers. It is also important to note that music is valuable intellectual property. Ownership of this property remains with those who create it. To publicly perform copyrighted music legally, you must obtain permission from the copyright owners or their representatives, such as ASCAP.

Finding, negotiating with and obtaining permission from each of the owners of the music you might use would be impractical and very expensive. That is why we offer the ASCAP blanket license which, for one annual fee, covers your use of all the music in our repertory. For over 90 years, ASCAP has provided music licenses to a wide variety of businesses. Hundreds of thousands of business operators have chosen ASCAP licenses as a convenient and inexpensive method to meet their responsibilities under the Federal Copyright Law. We trust that you will too.

An ASCAP license authorizes performances of many millions of copyrighted musical works in the ASCAP repertory and in the repertories of affiliated foreign performing rights organizations representing over 100 territories. Also enclosed with this letter is a flier that provides examples of the many varieties of works included in the ASCAP repertory and explains how to obtain information on the repertory and ASCAP's members. You can find much more information about ASCAP, its more than 555,000 members and the vast ASCAP repertory on our Web site, www.ascap.com.

We realize that your time is valuable and that important matters, such as obtaining the rights to perform music legally, are occasionally postponed. Let us help. Simply sign and return the attached license agreement with the appropriate payment as indicated on the invoice. We will return an executed copy for your file.

Please call me toll-free at the number listed below with any questions you may have regarding ASCAP, our members or songs, the proposed license agreement or the factors used in determining

your license fee. Thank you in advance for your cooperation.

Sincerely,

Michele McKinney
Telephone: (888) 852-1432

Fax: (615) 691-7752

E-mail: mmckinney@ascap.com

For for additional information, please click on the link below -

[Repertory Flier](#)

***** A S C A P *****

ASCAP. Home of the World's Greatest Songwriters, Composers and Music Publishers.

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Important Licensing Information City of Port St.



Joe, FL.pdf

1 MB

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and City of Port St. Joe, FL

("LICENSEE"), located at

305 Cecil G. Costin Sr. Blvd Port Saint Joe FL 32456

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing November 15, 2015, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE City of Port St. Joe, FL

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2015 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$335.00
50,001	to	75,000	\$668.00
75,001	to	100,000	\$804.00
100,001	to	125,000	\$1,071.00
125,001	to	150,000	\$1,339.00
150,001	to	200,000	\$1,740.00
200,001	to	250,000	\$2,141.00
250,001	to	300,000	\$2,544.00
300,001	to	350,000	\$2,946.00
350,001	to	400,000	\$3,347.00
400,001	to	450,000	\$3,747.00
450,001	to	500,000	\$4,151.00
500,001	and over		*** \$5,086.00

*** \$5,086.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$66,929.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$335.

License Fee for Year 2016 and Thereafter

For each calendar year commencing 2016, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 615-691-7795 (FAX)

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



LOCAL GOVERNMENT ENTITIES

2015 Report Form

Account Number: «ACCOUNT_ACCOUNT»

Premise Name: «ACCOUNT_NAME»

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)Population Size:
(Per current U.S. Census Data)Base License Fee: \$
(Please refer to Rate Schedule)**SCHEDULE B: Special Events*** (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) (If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) Or Group(s) Appearing	Gross Revenue** Of Event (Must Exceed \$25,000)	% Applies To Gross Revenue	Event Fee	Is A Program Of Musical Works Attached? (Yes/No)	If The Event Is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>
			x .01	\$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>

***"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of AttorneysReport Year:

Annual License Fee: \$335.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$

Contact Person & Title	<input type="text"/>
Phone Number: <input type="text"/> - <input type="text"/> - <input type="text"/>	Ext: <input type="text"/> Fax Number: <input type="text"/> - <input type="text"/> - <input type="text"/>
Email: <input type="text"/>	Website: <input type="text"/>
I certify the above information is true and correct.	
Dated: <input type="text"/> / <input type="text"/> / <input type="text"/>	Signature: <input type="text"/>

ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 615-691-7795 (FAX)
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

American Society of Composers, Authors and Publishers
PO Box 331608-7515, Nashville, TN 37203-9998

INVOICE

City of Port St. Joe, FL
PO Box 278
Port St. Joe, FL 32457

November 24, 2015

Re: City of Port St. Joe, FL
305 Cecil G. Costin Sr. Blvd
Port Saint Joe, FL 32456

Billing Period: November 15, 2015 Thru November 14, 2016

Annual Rate: \$0.00 \$0.00 Amount Due:

The only credit cards ASCAP accepts are American Express, MasterCard and VISA

Payment Amount: \$ _____

*Check No: _____

Credit Card No: _____ Expiration Date: _____

VISA _____ Mastercard _____ American Express _____

Name exactly as on Card: _____

Signature: _____

Cardholder acknowledges receipt of good and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

License fees due and payable in advance. Retain bottom portion for your records.

City of Port St. Joe, FL
PO Box 278
Port St. Joe, FL 32457

Billing Period: : November 15, 2015 Thru November 14, 2016

Annual Rate: \$0.00 Amount Due: \$0.00



ASCAP LOCAL GOVERNMENT FACT SHEET

Benefit of License: 1 Comprehensive Agreement - 1 annual fee & single report !

- Covers almost any municipal activity
- Removes potential liability
- Automatically covers additional uses without extra fees/reports**
- Cheap – cost less than individual rates

* **Monitoring or Tracking only of events with gross revenue in excess of \$25,000.00

What's Covered:

1.) All Government Owned Buildings & Property

- Examples:
- | | |
|----------------------------------------------------------------|----------------------|
| - Background Music in Municipal Buildings | - Airports |
| - Music On Hold in Municipal Buildings | - Museums |
| - Employee Functions, parties | - Ice & Roller Rinks |
| - City Buses & Trains | - Skate parks |
| - Libraries | - Zoos & Aquariums |
| - Swimming Pools (Water Aerobics) | - Hospitals |
| - Municipal owned shops | - Carousels |
| - Senior Center Dances & Classes | - Public Parks |
| - Golf & Tennis Center Snack Bars | |
| - Community/Recreation Center Activities (Dances, classes) | |
| - Arena & Convention Centers (when not "rented out" to others) | |

2.) Also covers events sponsored by or presented solely by municipality:

- Examples:
- | | |
|---------------------------------------------------------|------------------------------|
| - Arts & Crafts Fairs | - Parades |
| - Festivals | - Concerts |
| - First Night/New Year's Celebrations | - Carnivals |
| - Amateur Athletic Leagues | - City Sponsored Conventions |
| - Non-exempt elementary & secondary school performances | |

Restrictions/Not Covered:

- Examples:
- Coin-Operated Jukeboxes
 - Performances by or at Colleges & Universities
 - Performances at any professional sports event/game
 - Theme & Amusement Parks
 - Community or Symphony Orchestras
 - Conventions presented by outside entities
 - Broadcast radio or TV, Cable, Satellite or internet (except closed circuit)

An ASCAP License
is just...

SOUND *P*OLICY

**THE ASCAP
LICENSE AGREEMENT
FOR LOCAL GOVERNMENTS**
Developed with the International
Municipal Lawyers Association

**A COMPREHENSIVE SOLUTION TO
MUSIC PERFORMANCE LICENSING**



ASCAP

A blue-tinted photograph of a city street scene. In the foreground, a large, dense crowd of people is visible, many wearing red clothing. In the background, a building with a glass facade reflects the street scene. The text "Music turns public places into community spaces" is overlaid in white, with "Music" and "Spaces" in a script font and the rest in a serif font.

Music

turns public

places into

community

Spaces



Festivals • Concerts • Arts & Crafts Fairs • Parades

First Night and New Year's Celebrations • Fireworks

Carnivals • Swimming Pools • Community Centers

Dances • Aerobics classes • Golf and Tennis Centers

Snack Bars • Parks & Recreation Facilities • Music

on Hold • Background Music in Municipal Buildings

Employee Functions and Parties • Municipally Owned

Shops • Hospitals • Non-Exempt School Performances

City Hosted Conventions • Employee Training Sessions

Ice Skating Rinks • Roller Skating Rinks • In Line

Skate Parks • Amateur Athletic Leagues and Events

Buses, Trains and Subways • Carnivals • Airports

Museums • Laser Shows • Aquariums • Zoos



Why

A Local Government Needs A License to Play Music

Some Copyright Law Basics: The Constitution authorizes Congress "to Promote the Progress of Science and the Useful Arts" by granting exclusive rights to authors. This insures that creators can earn a living from their work and provides incentive for the creation of more works. The Copyright Law of the United States, Title 17 USC, establishes property rights in musical works and grants creators and owners of copyrighted musical works the exclusive right to perform or authorize the performance of their works publicly (17 U.S.C. 106(4)). This means that, generally, other parties cannot publicly perform or authorize others to perform copyrighted works without the permission of the copyright owner. Also, as the case with other property rights, the owner has the right to be paid for the use of his property.

What is a public performance? The Copyright Law defines a public performance as one "in a place open to the public or at any place where a substantial number of persons outside of a normal circle of a family and its social acquaintances is gathered." Performances transmitted or otherwise communicated by means of any device or process (for example via broadcast, telephone wire, or other means) to the public are also public performances (17 U.S.C. 101). The law requires users to obtain authorization not only for performances by live musicians, but also for performances by mechanical means including videotapes, CD's, tapes, music on hold, karaoke, jukeboxes and radio and TV reception.

What Happens If You Play Copyrighted Music Without Permission?

If you choose to use someone's musical property without permission, the law provides that a court can assess damages from a minimum of \$750 for each work infringed, require you to pay the copyright owners' attorney's fees and court costs, and enter an injunction against you.

Why Are You Responsible for Obtaining a License? Under the law, owners or operators of facilities or presenters of concerts and other events are responsible for performances on their premises. Technically, everyone who participates in an infringing performance is liable and copyright owners can sue the event presenter or owner of an establishment as well as the members of the band or the disc jockey who actually gave the unauthorized performance. In practice, the owners and presenters obtain licenses as a cost of doing business.

ASCAP and the International Municipal Lawyers Association

How do you obtain a license? It is impossible for copyright owners to know of every conceivable use or performance of their works, and it would also be difficult for users of music to locate all the copyright owners and negotiate licenses for all of the works that might be used. So, composers and publishers of musical works authorize collective licensing organizations like ASCAP to locate and license public performances of their works. ASCAP, the American Society of Composers, Authors and Publishers, makes giving and obtaining permission to perform music simple, providing a valuable service to businesses and creators alike. ASCAP is the largest performing rights organization in the world, made up entirely of composers, songwriters and publishers.

Why Should You Obtain the ASCAP License Agreement for Local Governments? Local governments have obtained many different licenses from ASCAP for decades, but IMLA and ASCAP found the current licensing system was burdensome and left local governments vulnerable. Under the old system, each potential use of music (and you can see from this brochure there are many!) needed to be identified and separately licensed. One local government might have many different licenses each with different reporting and payment requirements, fee structures, levels and types of coverage, and effective dates. And there may be significant gaps in coverage raising the potential for copyright infringement liability.

What Are the Benefits of the Agreement? The ASCAP License Agreement for Municipalities and Governmental Entities – the product of negotiation between IMLA and ASCAP – provides simple, fast, comprehensive and affordable access to every variety of music you need to attract, entertain, enlighten and educate your citizens and visitors.

- Access to, and the right to perform, any or all of the more than 8 million works of the more than 110,000 ASCAP composer, lyricist, songwriter and publisher members and the repertoires of nearly 60 affiliated societies worldwide.
- Immediate access to contemporary music as soon as it is written or published...At no additional cost!
- Saves the time, expense, paperwork and trouble of contacting and negotiating separate permission for each musical work that may be performed during the year.
- Helps prevent even inadvertent infringements on the rights of ASCAP members and foreign affiliates.



The ASCAP License Agreement

What Is Covered? The license agreement covers almost all non-dramatic performances you present both on government property and at functions and events at other locations. These include live performances, recorded performances (CDs, tapes, radio and television over loudspeakers), and music on hold (ASCAP's licenses with radio stations do not cover your music on hold transmissions).

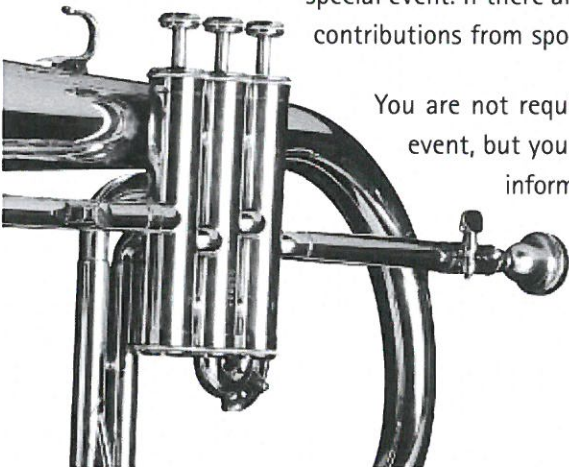
Does the License Cover All Uses of Music By Our Government? The license provides broad coverage for just about any public performance. But copyright owners enjoy a number of separate rights, including performing rights, recording rights and the right to reproduce (print) and distribute copies of their works, so rental or purchase of music does not authorize its public performance. Also, ASCAP members only grant ASCAP the right to license non-dramatic public performances of copyrighted music in the ASCAP repertory, so "dramatic" or "grand rights" performances are not covered.

As it did with IMLA, ASCAP has negotiated comprehensive licenses with representatives of other industries. Those licenses should cover your performances in those areas – so to avoid duplicative coverage, the Local Government license excludes those performances. For example, ASCAP and the American Council On Education and the National Association of College & University Business Officers negotiated a model agreement which almost all U.S. colleges & universities have obtained. Similarly, radio and television broadcasts, cable, satellite and Internet transmissions are also separately licensed (although some of your closed circuit or intranet transmissions are covered by the new license). Finally, performances at theme and amusement parks, by professional sports teams or at professional sports events, and by symphony orchestras, are licensed separately.

When and How Are Fees Paid? A base annual fee based on population covers almost all government sponsored or presented performances. In addition, a separate Special Event fee is paid 90 days after major events that have very high ticket revenue. ASCAP and IMLA agreed on this dual fee to keep the base license fee low and reasonable for all government entities. Only those local governments that present major events pay additional fees for those events.

How does the Special Event fee work? You pay license fees, based on "gross revenue" for all "special events" you present. Special events are those with "gross revenue" in excess of \$25,000. "Gross revenue" means all monies you receive or is received on your behalf from the sale of tickets for each special event. If there are no monies from the sale of tickets, "gross revenue" means contributions from sponsors or other payments received.

You are not required to keep track of the music performed at each special event, but you should send copies of any available programs. The program information you furnish helps us properly pay royalties to the composers and publishers whose works you have presented.



Where Do the License Fees Go? Over 84 cents of each dollar we collect goes right back to our members and to the members of affiliated foreign societies whose works are represented by ASCAP in the U.S.

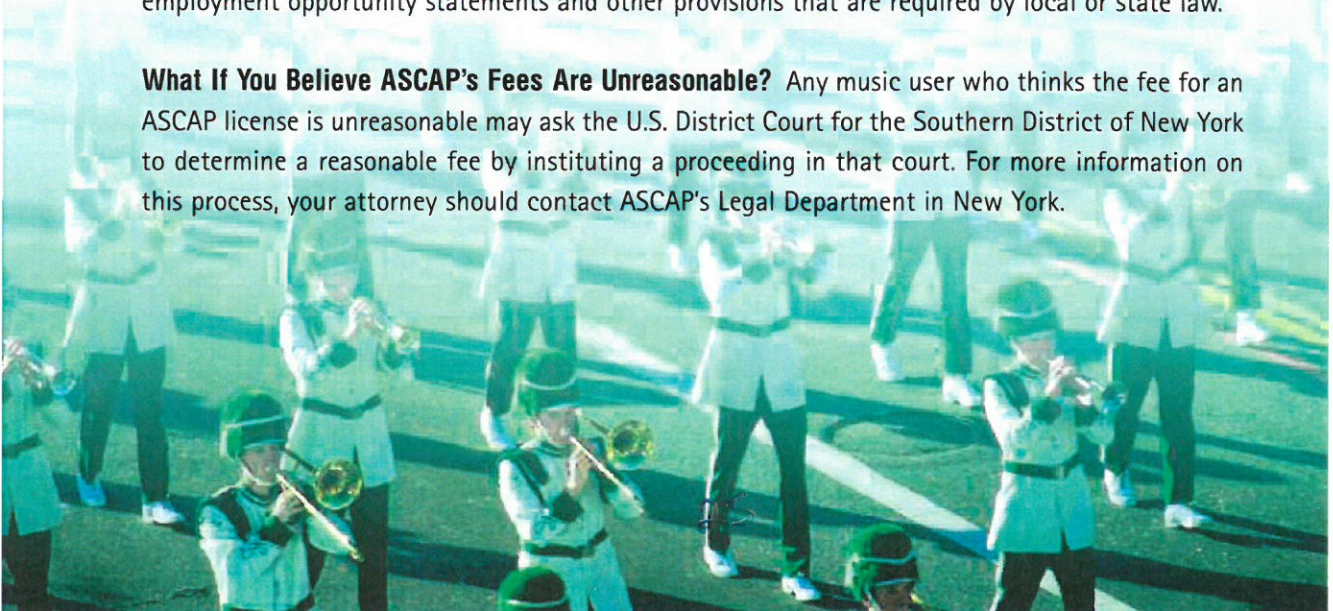
Who Reports and Pays For Co-Promoted Special Events? If you present, sponsor or promote a special event with someone who is licensed under an ASCAP License Agreement, you will still need to report that event and provide the name, address, phone number and ASCAP account number of the other party. You must also let us know who will be responsible for payment. If the other presenter is not licensed by ASCAP, then you will be responsible for paying the license fee due – even if you have an agreement to the contrary with the other party.

Must You sign an ASCAP local government license agreement? No, but you must obtain authorization to perform our members' music. You can also obtain permission directly from the copyright owner. But ASCAP provides a valuable service to governments, businesses and organizations that use copyrighted music—by helping you easily meet your obligations under the Copyright Law. In short, the ASCAP license is music to everyone's ears.

Are Changes to the Model License Agreement Permitted? The provisions of ASCAP's license agreements are uniform and do not vary for licensees making similar use of ASCAP's members' music. The reason for this is that ASCAP's licensing activities are largely governed by a consent decree entered in a federal antitrust action, United States v. ASCAP, and one provision of that decree prohibits ASCAP from "[e]ntering into, recognizing, enforcing or claiming any rights under any license . . . which discriminates in license fee, or other terms and conditions between licensees similarly situated . . ."

Simply put, modification of the license agreement may well expose ASCAP to a claim of discrimination asserted by other licensees with whom we have executed the same form of license agreement. However, we recognize the special legal requirements of municipalities and other governmental entities, therefore, the agreement permits modifications such as the inclusion of equal employment opportunity statements and other provisions that are required by local or state law.

What If You Believe ASCAP's Fees Are Unreasonable? Any music user who thinks the fee for an ASCAP license is unreasonable may ask the U.S. District Court for the Southern District of New York to determine a reasonable fee by instituting a proceeding in that court. For more information on this process, your attorney should contact ASCAP's Legal Department in New York.





ASCAP represents every kind of music. ASCAP's repertory includes pop, rock, alternative, country, R&B, rap, hip-hop, Latin, film music, television music, folk, roots, blues, jazz, reggae, gospel, contemporary Christian, new age, theater, cabaret, dance, electronic, symphonic, chamber, choral, band, concert, educational and children's music — the entire musical spectrum.

ASCAP is home to the greatest names in American music, past and present, as well as thousands of writers in the earlier stages of their careers. ASCAP members include Irving Berlin, Stevie Wonder, Bruce Springsteen, Leonard Bernstein, Madonna, Wynton Marsalis, Stephen Sondheim, Dr. Dre, Erykah Badu, Michael W. Smith, Duke Ellington, Rodgers and Hammerstein, Garth Brooks, Tito Puente, the Dixie Chicks, Dave Matthews, Destiny's Child, Henry Mancini — just to name a few.

Among the works in the ASCAP repertory are: "Appalachian Spring," "Purple Haze," "I Get A Kick Out of You," "Ain't No Mountain High Enough," "How Do I Live," "Oh Happy Day," "Bills, Bills, Bills," "I Swear," "A Night in Tunisia," "Moon River," "Doo Wop (That Thing)," "Just the Way You Are," "I Shot the Sheriff," "My Girl," "Hello Dolly," "When Doves Cry," "Jailhouse Rock," "Chattahoochie," "Like A Rock," "Like A Virgin," and "Born in the U.S.A."

Information about specific works and ASCAP members can be obtained in a variety of ways. Separate data bases of works in the ASCAP repertory that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web site, www.ascap.com (click on "ACE Database of Musical Titles"). The ACE Database can also be used to determine whether a particular songwriter or composer is a member of ASCAP. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's offices in New York City during regular business hours. You can also call or write ASCAP for information as to specific works: (800) 450-4223 or ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA (Attn: Bonnie King).

Founded in 1935, the International Municipal Lawyers Association (IMLA) is a nonprofit organization consisting of over 1,400 local governments and their attorneys throughout the United States and around the world. For more information on IMLA and the ASCAP Local Government License Agreement, please visit our website at: www.imla.org.



ASCAP

2690 Cumberland Parkway, Suite 490, Atlanta, Georgia 30339
(800) 505-4052 phone • (770) 805-3475 fax • www.ascap.com

IMLA

1110 Vermont Avenue NW, Suite 200, Washington, DC 20005
(202) 466-5424 phone • (202) 785-0152 fax • email: info@imla.org

26





ASCAP Keeps You in Tune With the Copyright Law

The Legend Behind the Law

Stephen Foster was a great songwriter. The creator of more than 200 American ballads including: "My Old Kentucky Home," "Beautiful Dreamer," and "Oh! Susannah." And even though Foster's musical legacy is rich in color and tradition, he died with only a few pennies to his name. During Stephen Foster's day, there was no effective way to protect musical compositions and no way to prove songwriting royalties or income.

Almost fifty years after Stephen Foster's death, the American Society of Composers, Authors and Publishers was created by nine illustrious songwriters to uphold the copyright law. John Philip Sousa, Jerome Kern, Irving Berlin, and Victor Herbert were among the first members of ASCAP, now the world's largest performing rights organization. Stephen Foster didn't have ASCAP, but today more than 435,000 beautiful dreamers do.

ASCAP - WHICH LICENSES PERFORMANCE RIGHTS ON BEHALF OF MEMBERS, COLLECTS LICENSE FEES AND DISTRIBUTES ROYALTIES - COULD HAVE CHANGED THE STEPHEN FOSTER STORY.

Today's songwriters and publishers owe their livelihoods to ASCAP and the 300,000+ businesses and organizations who are licensed to use their music. Over 88% of those licensing fees are distributed to the creators and owners of the music, which allows them to keep writing and composing.

Because businesses use the music in different ways - from Jazzercise music to telephone on-hold - there is no single license structure that covers every application. In fact, ASCAP has worked with various types of businesses and other organizations to create over 100 different ASCAP licenses to cover your specific musical uses.

If you're not sure about your responsibilities according to the copyright law, or if you're not sure whether you need a performing rights license, please don't hesitate to contact our General Licensing Department at (800)505-4052. A list of the questions we're most often

asked is included here for your review. You can also visit our web site at www.ascap.com for additional information.

What is a copyright?

A copyright is property owned by a person or group of people. Books, records, movies, computer software and music are all copyrighted works.

Why do businesses and organizations need to be licensed to play music?

Music is like all personal property—when you want to borrow it from someone you must ask permission. All public performances, even most non-profit ones, must be licensed (with a few exceptions, such as performances in the course of a religious service at a place of worship, or face-to-face teaching in non-profit educational institutions).

What is a “public” performance?

According to the copyright law, a public performance occurs at any place open to the public, or where a substantial number of persons (outside the normal circle of family and friends) is gathered

Does my ASCAP license cover every music copyright?

ASCAP represents over 435,000 writers, composers and publishers in the U.S. alone, and tens of thousands more from all over the world. Our repertory contains over 8 million copyrighted works, and that number increases daily. Although ASCAP is the oldest and largest performing rights organization in the world, not all copyright owners are represented by ASCAP.

What does my license cover?

Depending on the type of business, your license might cover non-dramatic performances by live musicians, videotape, large screen televisions, multiple screen televisions, CD or DVD players, radio over loudspeaker systems and telephone on-hold music.

How is the licensing fee determined?

The rate for your business is based on a number of objective factors established for similarly situated licensees. This means that you can be assured that businesses which use music in the same way you do, pay the same fee. Factors might include the size of the audience,

admission cost, frequency of performance and whether the music is live or mechanical.

I bought the record. Didn't the purchase price include the right to play it in public?

A copyright owner enjoys several different rights, including the right to make and distribute recordings, as well as the right to perform the work. The right to play a song publicly is not included with your CD purchase. The price covers only your personal enjoyment of the music. You must have permission to use a work publicly.

What happens if I use ASCAP music without permission?

If you choose to use another's property without permission, a court can assess damages, a minimum of \$750 for each song "infringed," and can require you to pay attorney's fees and court costs. As an ASCAP customer, you are entitled to use any of the music we represent.

How do I know what writers and songs you represent?

If you would like information on our members or repertory, please write us at ASCAP, PO Box 331608-7515; Nashville, TN 37203-9998, or call toll free 1-800-505-4052. You can also electronically access ASCAP'S database of songs via personal computer using our ACE system (ASCAP Clearance Express) on our web site at www.ascap.com.

What are the benefits of the ASCAP license?

Although you can obtain permission directly from the copyright owner, it is generally less expensive and more convenient to obtain it through ASCAP. Besides giving you the right to perform all of the works in our repertory, as often as you like, an ASCAP license saves you the paperwork, trouble and expense of locating numerous writers and publishers to negotiate separate licenses for their works. ASCAP is a one-stop supplier for you, giving you access to millions of musical works of every kind, from all over the world with works being added to our repertory from the moment of conception at no additional cost to you.

ASCAP represents every kind of music. ASCAP's repertory includes pop, rock, alternative, country, R&B, rap, hip-hop, Latin, film music, television music, folk, roots, blues, jazz, reggae, gospel, contemporary Christian, new age, theater, cabaret, dance, electronic, symphonic, chamber, choral, band, concert, educational and children's music - the entire musical spectrum.

ASCAP is home to the greatest names in American music, past and present, as well as thousands of writers in the earlier stages of their careers. ASCAP members include Irving Berlin, Stevie Wonder, Bruce Springsteen, Leonard Bernstein, Madonna, Wynton Marsalis, Stephen Sondheim, Jay Z, Mary J. Blige, Michael W. Smith, Duke Ellington, Rodgers and Hammerstein, Brad Paisley, Marc Anthony, Sugarland, Dave Matthews, Michael Giacchino, Green Day, Henry Mancini - just to name a few.

Among the works in the ASCAP repertory are: "Appalachian Spring," "Purple Haze," "I Get A Kick Out of You," "Ain't No Mountain High Enough," "How Do I Live," "Oh Happy Day," "Beautiful," "Grenade," "A Night in Tunisia," "Moon River," "Home," "Just the Way You Are," "I Shot the Sheriff," "My Girl," "Hello Dolly," "When Doves Cry," "Jailhouse Rock," "Like A Rock," "Like A Virgin," and "Born in the U.S.A."

Information about specific works and ASCAP members can be obtained in a variety of ways. Separate data bases of works in the ASCAP repertory that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP web site, www.ascap.com (click on "ACE / Repertory"). The ACE Database can also be used to determine whether a particular songwriter or composer is a member of ASCAP. The same data contained in the ACE Database is also available on CD-ROM and can be purchased at a cost of \$5.00 by written request to: ASCAP, One Lincoln Plaza, New York, NY, 10023, Attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's offices in New York City during regular business hours. You can also write or call ASCAP for information as to specific works: (866) 238-8997 or ASCAP, One Lincoln Plaza, New York, NY 10023, Attn: Repertory Dept. - Clearance Section.



P.O. Box 331608-7515
Nashville, TN 37203-9998
(800) 505-4052 - www.ascap.com



DISCLOSURE STATEMENT

This is notice that, in compliance with Fla. Stat. §501.93(2):

- (1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and term of royalties under that contract and sets forth the basis upon which those rates were calculated;
- (2) ASCAP will make available, upon your written request, and at a charge of no more than the costs incurred by ASCAP in responding to your request, the most current available listing of the copyrighted musical works in the ASCAP repertory;
- (3) ASCAP has established a toll-free telephone number and a means of computer access that can be used to answer your inquiries regarding the specific musical works and copyright owners represented by ASCAP;
- (4) Each form of contract or agreement offered by ASCAP to a Florida proprietor will be made available to you upon your request;
- (5) The agreement you have been offered complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor;
- (6) You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to ASCAP's license agreement; and
- (7) You are entitled to the information provided in the preceding paragraphs, and ASCAP's failure to provide that information is unlawful.

Additional information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of other ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to our Repertory Department (Clearance Section) at our New York address (the toll-free telephone number is (888) 663-0828).

LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS ____ day of ____, 2016, 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 Career Source Gulf Coast, 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 ____, 2016, 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

Michael Lacour

Printed name of witness

James "Bo" Patterson, Mayor

Attest: _____

Charlotte M. Pierce, City Clerk

Terese H. Kent

Printed name of witness

LESSEE:

Career Source Gulf Coast

Printed name of witness

Kim Bodine, Executive Director

Printed name of witness

STATE OF FLORIDA
COUNTY OF GULF

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on the dates below written by and between ST. JOE GROUP, LLC, 301 Monument Avenue, Port St. Joe, Florida 32456 ("Lessor") and the CITY OF PORT ST. JOE, a Florida municipal corporation ("Lessee"). Lessor and Lessee hereby agrees as follows:

1. **LEASE OF PREMISES.** Lessor hereby rents and leases to Lessee a portion of Lessor's property located on Lots 17, 19, 21 and 23, block 8, City of Port St. Joe, Gulf County, Florida, as more particularly described on "Exhibit "A" attached hereto (the "Leased Premises") to be used by Lessee for the purpose of trash collection and associated uses and no other use or purpose whatsoever, for and during the term of one (1) year, to-wit: commencing on the 1st day of February 2016 and expiring at midnight on the 30th day of August 2016, and covenants to keep Lessee in possession and in peaceful and quiet enjoyment of the leased premises during said term, provided Lessee complies with the terms and provisions contained herein. Lessor represents that it is the owner of the premises eased hereunder and that it has the right to lease said premises.

2. **RENT.** Lessee agrees to pay to Lessor at its office at 301 Monument Avenue, Port St. Joe, Florida 32456, or such place as rent for the leased premises the following amounts: TWO HUNDRED DOLLARS and no/100 (\$200.00), per month with the first 6 months to be paid in advance on or before February 13, 2016.

In addition to the above described rent Lessee shall construct upon the leased premises and attractive fence to shield waste containers from Highway 98 and the rest of Lessor's property, demolish the building located at the center of the property described above and rework the alley curb to accommodate the movement of waste containers into and out of the fenced area.

3. **HOLDING OVER.** In the event Lessee remains in possession of the leased premises at the termination of this lease and without the execution of a new lease, Lessee shall be deemed a tenant at suffrage from month to month at a rental rate twice that per month as set forth above, and Lessee shall remain subject to all the terms of this lease applicable to a month to month tenancy until occupancy ceases.

4. **COMPLIANCE WITH LAW.** Lessee agrees to comply with all the laws in regard to nuisances insofar as the premises hereby leased are concerned, and by no act render the Lessor liable therefor. In addition, Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments, and the Board of Fire Underwriters, at Lessee's expense.

5. **CONDITION OF PREMISES.** Lessee hereby acknowledges that said leased premises in received in good condition, and to further maintain such leased premises in such condition, order and repair as it is at the commencement of said term when first leased. Lessee specifically agrees to remove and dispose of properly the dirt and debris located on the part of the

lot not leased by Lessee which dirt and debris were the result of Lessee's construction of the dumpster area. Furthermore, Lessee agrees to regular spray and maintain pest control and extermination in the area as a result of the ants, insects and pest drawn to and generated by the dumpsters of Lessee and to ensure elimination of said ants, insects and pests.

6. **PROHIBITION ON SUBLEASEING AND ASSIGNMENT.** It is agreed that Lessee shall not have the right or power to sublease said leased premises or any part thereof or to transfer or assign this lease or permit the use of any part of said leased premises by others without the written consent of the Lessor herein endorsed; the Lessee shall not use or permit to be used the lease premises for any other purpose than as herein provided, and shall not make any alteration of or addition to the leased premises without the written consent of Lessor; and all additions, fixtures and improvements which may be made in and about said leased premises, except movable office furniture, shall become and be the property of Lessor and shall remain upon and be surrendered with the leased premises and as a part thereof at the expiration of said lease, except as may be otherwise agreed in writing.

7. **ALTERNATION OF PREMISES.** Except with the Lessor's prior written permission, Lessee shall not place any signs or objects on the property other than as described herein. All agreed signs or other improvements must be removed by Lessee at its expense at the termination of this lease.

8. **REMEDIES UPON DEFAULT.** Both parties agree, in the event it becomes necessary to employ an attorney to collect any of the rent agreed to be paid, or to enforce performance of any of the provisions of this lease, the losing party shall pay all costs of any kind and reasonable attorneys' fees charged therefor, whether or not suit is actually required to be filed, and including litigation through all appeals. Lessee hereby covenants or agreements herein contained, or if any rule made it the performance of any of the covenants or agreements herein contained, to if any rule or regulation hereinafter set out be violated by Lessee, its agents, employees, or others entering said building and enjoying the protection thereof, at the option of the Lessor, this lease shall wholly cease and terminate and said Lessor shall have the right to and may re-enter said leased premises and remove all persons therefrom; and the said Lessee hereby expressly waives the service of any notice in writing or intention to re-enter, notice to terminate the tenancy, notice quit or demand for possession.

9. **WAIVER.** Acceptance of delinquent rent, or prior waiver of any of Lessor's rights hereunder shall not constitute a waiver of Lessor's right to prompt payment or damages in the event of subsequent default or breach by Lessee.

10. **RIGHT OF INSPECTION.** The Lessor, by his employees or agents shall have at all reasonable times during office hours or by private appointment, right to enter the leased premises to inspect same; and may make such repairs and alterations as may be deemed by the Lessor necessary to the preservation of the leased premises or the building; the Lessor is not required to do any repairing upon the premises leased herein unless so agreed in writing in the lease.

11. **TAXES.** Lessor shall pay the ad valorem property taxes assessed against the leased premises.

12. **INDEMNIFICATION.** Lessee shall indemnify Lessor and save it harmless from suits, 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 or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaries. 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.

13. **APPLICABLE LAW.** This lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provisions 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.

14. **NOTICE.** 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 telecopies 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 tele copier:

Lessor:

St. Joe Group, LLC
301 Monument Avenue
Port St. Joe, FL 32456

Lessee:

City of Port St. Joe
305 Cecil G. Costin, Sr., Blvd.
Port St. Joe, FL 32456

15. **BINDING EFFECT.** This lease together with any and all addenda or amendments hereto shall inure to the benefit of the respective parties hereto, their successors, or assigns (provided that any assignment by the Lessee shall be effective only if made in strict accordance with the terms of this lease).

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

17. **SECTION HEADINGS.** The heading of the several sections of this lease are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provision hereof.

18. **INTERPERTATION.** This lease shall not be construed either for or against Lessor Lessee, but this lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

19. **SEVERABILITY.** If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and enforceable to the fullest extent by law.

IN WITNESS WHEREOF. the Lessor and Lessee have hereunto executed this lease on the _____ day of February 2016.

Signed, sealed and delivered
in the presence of:

LESSOR:

ST. JOE GROUP, LLC

Witness

Printed name of witness

Witness

Printed name of witness

Signed, sealed and delivered
in the presence of:

LESSEE:

CITY OF PORT ST. JOE

Witness

Printed name of witness

Witness

Printed name of witness

By: _____

Its: _____

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") is made as of the ____ day of _____, 2016, by and between **ST. JOE RESORT OPERATIONS, LLC**, a Florida limited liability ("St. Joe") and **CITY OF PORT ST. JOE**, a municipal corporation existing under the laws of the State of Florida ("City").

WHEREAS, St. Joe and City entered into that certain Agreement dated May 23, 2014 and that certain First Amendment to Agreement dated April 7, 2015 (collectively, the "Agreement"), with respect to that certain Port St. Joe Marina Dockage Agreement for dockage of a vessel identified as Fish N Xpress ("Vessel") with Tight Lines Good Times, LLC ("Vessel Owner") dated February 1, 2014 ("Dockage Agreement"); and

WHEREAS, the parties now desire to modify the terms of the Agreement as more particularly set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Second Amendment and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

2. **Definitions.** Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the Agreement, as amended.

3. The Second sentence of Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be February 1, 2016 through January 31, 2017 ("Term")."

4. **Entire Agreement and Conflicts.** Except as modified herein, there are no changes to the Agreement, and the Agreement as herein modified, remains in full force and effect. In the event of a conflict between the Agreement and the Second Amendment, the terms of this Second Amendment shall control.

5. **Counterparts and Facsimile.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Second Amendment by the parties hereto may be evidenced by the transmission of facsimile or electronic (including pdf) copies.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

ST. JOE:

CITY:

ST. JOE RESORT OPERATIONS, LLC,
a Florida limited liability company

CITY OF PORT ST. JOE,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

To: The Mayor and City Manager of the town of Port Saint Joe, Florida
From: Patrick Conrad and Charles Gaddy, on Behalf of the Forgotten Krewe

Gentlemen,

Thank you very much for considering this proposal for a parade permit within the town limits. Our organization, "The Forgotten Krewe", has as its primary function the promotion of celebrating the annual recognition of the last day of the Mardi Gras season, "Fat Tuesday." Our "Krewe" includes mostly local residents, but also a great many regular seasonal visitors, and has grown every year. While not a fundraising organization, we are pleased to have raised money each year for charities specifically located in Port Saint Joe and Gulf County (These are strictly contributions. We charge no admission, and all are welcome!) We have been gratified to see the interest and attendance for this gathering grow yearly. Our mission is to see Mardi Gras in Port Saint Joe become an anticipated annual celebration by all the residents of our wonderful town.

Our specific request:

We ask for a permit for a parade on Reid Avenue, for February 9, at 3:30 PM. This parade would include any individual floats offered by interested individuals, decorated vehicles, golf carts, and pedestrians. We ask to parade from the south end of Reid Avenue to the north end (from the Thirsty Goat to the CVS), at which point participants will move to the right and clear the street.

Of course, all vehicles will operate at slow speed, under 10 MPH, and otherwise conform to all traffic regulations. There will be no alcohol carried, consumed, or permitted during this event. We anticipate no disruption of any merchant traffic, and the entire event will be over in less than 20 minutes.

We would very much like to distribute fliers to all the merchants on the parade route with an invitation to come out and join in - weather permitting, this will be a very fun moment for the town to join in marking this unique regional milestone.

Thank you very much for your consideration. You can ride in our parade, or have you join in our celebration in any way you wish. Our annual party will begin at the Haughty Heron at approximately 4:30, where there is always a lot of very good food (they don't call it "Skinny Tuesday") and all ages are welcome. We would especially like to extend an invitation for our police officers to stop buy and have a bite with us.

Thank you and please contact us immediately for any further details or requests you may have.

Cordially,

Patrick Conrad

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"Laissez les bons temps roulez !"

Public Works Projects 2016

Period Highlight 1

Plan Actual % Complete Actual (beyond plan)

% Complete (beyond plan)

Month/Project

PROJECT PROJECT ACTUAL ACTUAL PERCENT
START DURATION START DURATION COMPLETE

Date

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JANUARY																															
Roadway WTP																															
FEBRUARY																															
Roadway WTP																															
Boardwalk Sewer																															
Presnell's LS																															
MARCH																															
Boardwalk Sewer																															
Hwy71/98 Water																															
APRIL																															
Hwy71/98 Water																															
MAY																															
Long Ave. Water																															
Ave. D Sidewalk																															
JUNE																															
Ave. D Sidewalk																															

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Code Enforcement 2016 Activity
As of 1/28/2016

	Open		Closed		Total		Increase
Unlawful Accumulation	64		1		65		
Substandard Structure	6				6		
Abandoned Vehicle	9				9		2
Unlawful Sewer	0		1		1		
Land regulation Violation	7		10		17		1
Business Lic. Violation							
Special Master Hearings							
Building Demolition	3				3		1
Waste Violation	32		36		68		26
Sign Violation	1		18		19		15
Total	127	Total	61	Total	188	Total	45

St. Joseph Catholic Church

20th and Monument Ave • P. O. Box 820 • Port St. Joe, 32457 • (850) 227-1417

January 20, 2016


Dear City Council,

Due to a communication error, we were told by code enforcement the hedges overhanging the boundary fence of our adjacent empty lot needed to be cut. This cost \$1,400. We have also contracted out lawn service to spray herbicide around the perimeter so it will not be a problem in the future. However, we have since been told the entire lot needs to be cleared.

We have estimates for the task. Cost Cutters will charge \$3500.00 (Not including hauling charges) and Hay Lister will charge \$2200.00 with no hauling needed.

The cost will be exorbitant, unexpected, and an undue hardship on our parish. We ask for a an exemption. Meanwhile we will explore fund raising possibilities, such as a local Tapper grant to eventually get the area meet code.

Sincerely,



Richard Race

Chairman, St Joseph Catholic Church Finance Council