

September 20, 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
Brett Lowry, 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 September 20, 2016

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 9/6/16
- Special Meeting 9/7/16

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PSJRA

- Update

City Attorney

- Resolution 2016-07 Nonviolent Demonstrations
- Shipyard Cove LLC Hearing
- Sale of City Property
 - Ward Ridge Bldg.
 - Commerce Park Lot

Pages 7-8

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Old Business

- Propane Gas Vehicles- Mayor Patterson
- Patton Park Lots- Update
- FEMA Flood Maps- Comm. Lowry
- Fountain Replacement
- 2016/2017 Budget- Update
- Joe Company Impact Fees
- Charitable Contributions- Comm. Buzzett
- Business License Application
 - 507 10th Street- Whatley Funeral Services

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New Business

- Chamber Request
- Jones Homestead Sewer
- WIG Bldg. Lease Agreement
- Fee Waiver Request
 - Junior Service League

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Pages 13-20

Pages 21-25

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

City Engineer

- **Golf Cart Crossing- Update**
- **Projects Update**
 - **Garrison Ave. Paving**
 - **6th & 7th Street Drainage**
 - **Frank Pate Park Boat Ramp Improvements**

Code Enforcement

- **Update**

Page 26**Police Department**

- **Explorer Program**

City Clerk

- **Planning Board Membership**

Page 27**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, September 6, 2016, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Buzzett, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Tom Gibson were also present. Commissioner Ashbrook was absent due to the death of his father-in-law.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to approve the Minutes of the Regular Meeting on August 16, 2016, the Workshop Meetings of August 12, 2016, August 23, 2016, August 30, 2016, and the Emergency Meeting of September 1, 2016. All in favor; Motion carried 4-0.

Port St. Joe Redevelopment Association (PSJRA) - Bill Kennedy shared that there would be an Open House at the Maddox House, 155 Captain Fred's Place, from 1:00 P.M. until 4:00 P.M. Saturday, September 10, 2016, for visitors to stop by and see the renovations that have been made to the house.

Lighthouse Grant - Architectural Services

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, for MLD Architects to provide professional Architectural services for the historic Cape San Blas Lighthouse and Keepers' Quarters Renovation and Repairs Project at a cost of \$9,240. All in favor; Motion carried 4-0.

CITY ATTORNEY – Tom Gibson

Sale of City Property:

Ward Ridge Building – No action was taken.

Commerce Park Lot – Mr. Gibson noted that the appraiser has given a verbal value of the property. After discussion, a Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to remove this parcel from the relator and have the City handle the sale. Motion carried 3-1 with Mayor Patterson, Commissioners Thursbay and Lowry voting in favor of the Motion and Commissioner Buzzett voting nay.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Propane Gas Vehicles – Mayor Patterson

Mr. Anderson noted that additional information has been provided to St. Joe Gas Company as requested but a response has not been received from them at this time.

Day of Prayer – Reverend Tommy Dwyer, September 12, 2016, at 7:00 P.M.: Reverend Dwyer reminded the Commission of the Day of Prayer and encouraged participation from the community.

2016 / 2017 Budget Update - Mr. Anderson reminded the Commission that the First Public Hearing for the Budget will be held tomorrow at 5:01 P.M. at the Ward Ridge Building. Mayor Patterson and the Commissioners expressed their appreciation to the City Staff for all the work that has gone into the Budget preparation.

TDC Funding for City Parks – A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to purchase 4 pumps with the \$10,000 provided by the TDC. All in favor; Motion carried 4-0. The funds must be expended this month to receive reimbursement from the TDC.

Commissioner Lowry asked that the Record reflect that this money is Bed Tax Money that has been collected by the TDC.

Commissioner Thursbay requested the Record reflect that City gives the TDC over \$100,000 in Bed Tax money collected in the City Limits.

City Uniforms – A Motion was made by Commissioner Buzzett, second by Commission Lowry, for the City to purchase uniform pants and shirts for the Public Works, Surface Water Treatment Plant, and Wastewater Treatment Plant employees this fiscal year. Motion carried 3-1 with Mayor Patterson, Commissioners Buzzett and Lowry voting in favor of the Motion and Commissioner Thursbay voting nay. Commissioner Thursbay's nay vote was because he felt the employee's name should be on their uniform.

Business Licenses Application - 507 Tenth Street – Whatley Funeral Home:

Chad and Lacey Mack expressed their concerns about the adverse effect a funeral home would have on their property. A handout was given to the Commissioners of research that has been done by Mr. and Mrs. Mack.

Casey Whatley and Frank Catalano spoke on behalf of Mrs. Ruby Gilmore who has agreed for parking to be provided on her lot adjacent to the funeral home.

The City Building Department has not been advised of the improvements made to the property and the improvements need to be reviewed by Mr. Creel before more work is done.

Attorney Gibson reminded the Commission that their responsibility is to determine if allowing a funeral home will adversely effect the adjoining property and noted the LDR must be followed.

The Commissioners requested that a certified appraiser give an opinion on the effects a funeral home will have on the adjacent property and that this item be reviewed at the September 20, 2016, meeting.

Mr. Mack asked that Record reflect that the Gulf County Property Appraiser declined to get involved in this issue.

New Business

Traffic Signal Maintenance Agreement – A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, for the City to enter into a Traffic Signal Maintenance Agreement with FDOT. All in favor; Motion carried 4-0.

Joe Company Impact Fees – The Commission requested that a letter be sent to the Joe Company showing the City's record of payment and offering to discuss any items in question.

Charitable Contributions – Commissioner Buzzett asked that this be placed on the next Agenda as research is still being done on the opportunity.

Fee Waiver Request – Scout Troop 347; St. Joseph Humane Society, and Victory Temple:

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to grant the Fee Waiver as requested by each entity. All in favor; Motion carried 4-0.

Public Works – John Grantland

Bid Award RFP 2016-07 (Handout) A Motion was made by Commissioner Thursbay, second by Commissioner Buzzett, to award FRP 2016-07 to the highest bidder for each item. All in favor; Motion carried 4-0. A copy of the results is attached as Exhibit A.

Surface Water Plant – Larry McClamma did not have anything to report.

Wastewater Plant – Kevin Pettis

Bid Award RFP 2016-06 – A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to award RFP 2016-06 to Morrow Water Technologies in the amount of \$14,514. All in favor; Motion carried 4-0.

City Engineer - Clay Smallwood, III,

Golf Cart Crossing Update – Mr. Smallwood will follow up on this with FDOT.

Project Updates:

Garrison Avenue Paving – RFP 2016-08 and RFQ 2016-01 for CEI Services will be opened on September 22, 2016, for this project. Mr. Smallwood anticipates awarding these Bids at the first meeting in October.

6th and 7th Streets Drainage – This is still under review.

Frank Pate Park Boat Ramp Improvements – The Sea Wall Permit is in, they are waiting on the dock permit, the structural design is almost complete, and he anticipates advertising should begin the first week in October.

Keepers Quarters – Mr. Smallwood is waiting for Mr. Creel to inspect the work before signing off on the improvements.

Code Enforcement – Mr. Burkett's report was not discussed.

Police Department – Sgt. Jake Richards did not have any updates for the Commission. He noted that, with the exception of a limb down on Woodward Avenue, there was no damage from the storm.

City Clerk – Charlotte Pierce shared that the FMIT Board has two vacancies on their Board and asked if any of the Commissioners would be interested in serving on the Board. There were no volunteers.

Citizens to be Heard –

Chester Davis, representing the North Port St. Joe Project Area Committee, expressed his concerns about the lack of City representation at their meetings and asked that the Commissioners make more of an effort to be supportive of their endeavors. He also mentioned that there needs to be unity with everyone working together and not referring to town by sections.

Commissioner Buzzett agreed that everyone does need to work together and suggested that the North Port St. Joe designation be dropped and refer to the area within the city limits as Port St. Joe.

Letha Mathews asked if the PACES Project had fallen through. Mayor Patterson assured her that things were moving forward and signs of progress should be seen shortly.

Discussion Items by Commissioners

Mayor Patterson, Commissioners Buzzett, Lowry, and Thursbay each expressed their appreciation to Staff for their efforts during the storm. No damage was noted, the Commissioners were appreciative of the work done prior to landfall and the willingness of employees to be available to work.

There were no other issues to be discussed by the Mayor or Commissioners.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to adjourn the Meeting at 7:25 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

Exhibit A
9/6/2016

City of Port St. Joe
Auction Property List
September 2016

Item Number	Description	Vin #	Minimum Bid	Winning Bid	Bidder
PW2016-1	2000 KIA Sportage	KWDJB7232Y5644466	\$200.00	\$325.00	Townsend
PW2016-2	1994 Ford F350 Crew Cab	1FTJW35H8REA04445	\$200.00	\$240.00	Mears
PW2016-3	1997 Ford F150	1FTEF17W9VNB85292	\$200.00	\$205.88	Mears
PW2016-4	2002 Ford F150	1FTRF17W92NB18673	\$200.00	\$388.88	Able
PW2016-5	Case Front End Loader	9149109 (W24C)	\$1,500.00	\$2,688.88	Mears
PW2016-6	1999 Ford Explorer	1FMZU61EYUUB63411	\$200.00	\$202.88	Mears
PW2016-7	2000 Ford Explorer	1FMZU61E1YUB63412	\$200.00	\$280.88	Able
PW2016-8	2000 Ford Explorer	1FMZU32E2XUB98360	\$200.00	\$388.88	Able
PW2016-9	2006 Bobcat Mini Excavator	563211625	\$5,000.00	\$5,500.00	Mincy
PW2016-10	1999 Dodge Van	2B5WB35Z8XK524740	\$200.00	\$202.00	Cumbaa
PW2016-11	2000 Ford Explorer	1FMZU61E1YUB63409	\$200.00	\$203.88	Mears
PW2016-12	1993 Dodge Ram 150	1B7GE16Y2P5247070	\$200.00	\$202.88	Mears
PW2016-14	John Deere 455 Lawn Mower	M00455C021021	\$50.00	\$78.88	Mears
PW2016-15	John Deere 455 Lawn Mower	M00455C030899	\$50.00	\$78.88	Mears
PW2016-16	7 Misc. walk behind mowers		no minimum	\$7.88	Mears
PW2016-17	Plate Tamp		no minimum	\$18.00	Able
PW2016-18	2 Generators		no minimum	\$388.88	Able
PW2016-19	3 Honda Generators		no minimum	\$188.88	Able
PW2016-20	3 Electric Motors		no minimum	\$3.88	Mears
PW2016-21	1996 Ford F150	1FTDF1727VNC04107	\$400.00	\$458.88	Mears
Totals			\$9,000.00	\$12,054.20	

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, September 7, 2016, at 5:01 P.M.**

The following were present: Mayor Patterson, Commissioners Buzzett, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Chief of Police Matt Herring, and Financial Analyst Mike Lacour were also present. Commissioner Ashbrook participated by telephone due to the death of his father-in-law and Attorney Tom Gibson was absent.

The purpose of the Special Meeting was Ordinance 526 – 2016 / 2017 Ad Valorem Tax Millage Rate Public Hearing and First Reading and Ordinance 527 – 2016 / 2017 Budget Public Hearing and First Reading.

Ordinance 526

No one from the public spoke on Ordinance 526.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to have the First Reading of Ordinance 526. All in favor; Motion carried 4-0.

Mr. Anderson read Ordinance 526 in its entirety.

Ordinance 527

No one from the public spoke on Ordinance 527.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to have the First Reading of Ordinance 527. All in Favor; Motion carried 4-0.

Mr. Anderson read Ordinance 527 by Title only.

Mr. Anderson noted that the Final Public Hearing and adoption of Ordinance 526 AD Valorem Tax and Ordinance 527 Budget will be held on Wednesday, September 21, 2016, at 5:01 P.M., in the Ward Ridge Building, 2775 Garrison Avenue.

Commissioner Thursbay shared that the City had approximately \$90,000 less for the budget this fiscal year than the previous year and thanked Staff for their work on the budget and noted that some hard decisions had to be made for the budget.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to adjourn the Meeting at 5:14 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION 2016-07

A RESOLUTION OF THE CITY OF PORT ST. JOE, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA AS FOLLOWS:

Whereas 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

Whereas 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

Therefore and henceforth, it is the policy of the City to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the Town's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of the City in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Port St. Joe, Florida on this ____ day of _____, 2016.

CITY OF PORT ST. JOE

JAMES "BO" PATTERSON, MAYOR

ATTEST:

CHARLOTTE M. PIERCE, CITY CLERK

IN THE CIRCUIT COURT, FOURTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR GULF COUNTY
CASE NO. 2014-155CA

SHIPYARD COVE, LLC,

Plaintiff,

vs.

CITY OF PORT ST. JOE,
a Florida Municipal corporation,

Defendant.

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, October 11, 2016, beginning at 10:15 A.M. (ET) Plaintiff's Motion to Assess Attorney's Fees and Costs against Defendant, City of Port St. Joe will be heard before Honorable John L. Fishel, II, Circuit Judge, in his chambers at the Gulf County Courthouse, 1000 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida.

Dated this 1st day of September, 2016.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished by e-mail to Mel Magidson, Jr. @ mmagidson@fairpoint.net this 1st day of September, 2016.

LAW OFFICES
J. Patrick Floyd, Chtd.
408 Long Avenue
Port St. Joe, FL 32456
850-227-7413
j.patrickfloyd@jpatrickfloyd.com

By: /s/ J. Patrick Floyd
J. Patrick Floyd
Florida Bar 257001
Attorney for Plaintiff

Wallace Pump & Supply Company, Inc.

Invoice

P. O. Box 13517
Mexico Beach, FL 32410

Date	Invoice #
9/12/2016	21078

Bill To
City of Port St. Joe P.O. Box 278 Port St. Joe, FL 32457

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

P.O. Number	Terms	Rep	Account #	Project	Rec. by:
	Net 30	BN	16847		

Quantity	Item Code	Description	Price Each	Amount
1	04-EFL190	EFL190 LIGHTED FLOATING LAKE FOUNTAIN W/ 200' GFI PROTECTED CORD & STAINLESS STEEL CONTROL PANEL W/ PHOTOCELL & TIMER Price includes \$22 ea. crating charge and \$143.10 freight from factory	3,328.00	3,328.00

Subtotal		\$3,328.00
Sales Tax (6.5%)		\$0.00
Total		\$3,328.00

Phone #	Fax #	E-mail	Operations Manager: Bobby Nobles
850-648-8161 phone	850-648-8875 fax	wallacepump@gmail.com	

Zimbra

janderson@psj.fl.gov

Funds Request

From : Chamber of Commerce Director
<director@gulfchamber.org>

Wed, Aug 10, 2016 12:51 PM

📎 3 attachments

Subject : Funds Request

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

Hi Jim,

Attached is the request for distribution of funds in the amount of \$500.00 as approved by Commission vote to assist the Chamber in preparing 'Welcome' bags for new residents.

Please let me know if there is anything else you may need.

Thank you,



Roni Coppock, President/CEO
Gulf County Chamber of Commerce
308 Reid Avenue
Port St Joe, FL 32456
www.gulfchamber.org
850-227-1223



image003.png
20 KB



funds request PSJ.docx
306 KB



308 Reid Ave.

Port St Joe, FL 32456

ph 850-227-1223

www.GULFCHAMBER.org

August 10, 2016

City of Port St Joe
305 Cecil B Costin Blvd
Port St Joe FL 32456
Attn: Jim Anderson, City Manager

RE: City Budget

Dear Mr. Anderson,

At this time we would like to request distribution of funds in the amount of \$500.00 as approved by Commission vote to assist the Chamber in preparing 'Welcome' bags for new residents.

Thank you for your assistance in this matter.

Sincerely,

Gulf County Chamber of Commerce

Roni Coppock

Roni Coppock
President/CEO

RC/lg

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 4th day of March A.D., 2015, by and between **CITY OF PORT ST. JOE**, P. O. Box 278, Port St. Joe, Florida 32457, a municipal corporation of the State of Florida, hereinafter called "Lessor," and **WASHINGTON IMPROVEMENT GROUP, INC.**, whose address is: 401 Peters Street, Port St. Joe, FL 32456, hereinafter called the "Lessee."

NOW THEREFORE, Lessor and Lessee, agree as follows:

1. **Premises:**

Lessor hereby leases to Lessee, The Washington Improvement Group, Inc., and Lessee hereby rents from Lessor the building and parking area located at 401 Peters Street. Port St. Joe, FL 32456; said premises located on Parcel #04583-011R. See attached Ex. (A).

2. **Occupancy:**

A. The Lessee represents the following organizations will occupy the buildings: The Washington Improvement Group, Inc.

B. Lessee may sub-lease portions of the premises with the following Conditions: 1) All activities must cease at 12:00 A.M. except when given a special event permit from the City Commission. 2) Follow the requirements of Ordinance 464 if alcoholic beverages with be on the premises. 3) Tenant hereby agrees that it will make no unlawful or offensive use of the premises and that it will not permit any unlawful or offensive use of the premises.

3. **Term:**

The term of this Lease shall be for 1 year and shall commence on the 4th day of

March, 2015.

4. **Lease Payment.**

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

5. **Taxes.**

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

6. **Insurance.**

The Lessee shall provide the City a copy of a general liability insurance policy in the amount of \$1,000,000 naming the City as an additional insured.

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

7. **Indemnification:**

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

8. **Destruction of Premises.**

Should the premises be substantially destroyed by fire or other casualty during the term of

the Lease, either party may terminate the Lease. All insurance proceeds resulting from damage or destruction of the premises shall be the property of the Lessor and it shall be in the Lessor's sole discretion as to whether to repair, remodel or rebuild the building.

9. **Assignment.**

Lessee shall not assign this Lease.

10. **Notices.**

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

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

Lessee: The Washington Improvement Group, Inc.
P.O. Box 754
Port St. Joe, FL 32457
Telecopy #(850)

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

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

12 **Maintenance**

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

Lessor will maintain the building's grounds and landscaping.

13. **Utilities.**

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

14. **Right of Inspection.**

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

15. **Binding Effect.**

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

16. **Applicable Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this lease or the application thereof to any person or circumstance

shall to any extend be held invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent provided by law.

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

CITY OF PORT ST. JOE, FLORIDA

By:


MEL C. MAGIDSON
Mayor-Commissioner

Attest:


CHARLOTTE PIERCE, City Clerk

(Seal)

THE WASHINGTON IMPROVEMENT
GROUP, INC., a Florida corporation

(Seal)

By:


LETHA MATHEWS,
Its President

Attest:


LOIS BYRD
Secretary

STATE OF FLORIDA
COUNTY OF GULF

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

(☒) Personally known to me (☐) Other

Witness my hand and official seal in the County and State last aforesaid this 24 day of March, 2015.

Leresa H. Kent

Notary Public

My Commission Expires: 10/2016

STATE OF FLORIDA
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Letha Mathews, President, and Lois Byrd, Secretary of The Washington Improvement Group, Inc., personally known to me to be the Lessee in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as the act and deed of themselves with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

(☒) Personally known to me () Other _____

Witness my hand and official seal in the County and State last aforesaid this 24 day of March, 2015.

Leresa H. Kent

Notary Public

My Commission Expires: 10/2016

E.P. CONSULTANTS, INC.

5920 Ard Drive

Youngstown, FL 32466

Telephone: (850) 229-1093

FIRE INSPECTION REPORTName of Inspector Bo CreechDate 3-6-2015Street 401 Peters St.

No. _____

Occupant Community Center

Name of Facility _____

Telephone _____

Construction MasonryRoof CompositeStories 1

Occupancy _____

No. Tenants 1

Fire Hazards:	Good	Bad	None	Fire Protection (cont'd)	Good	Bad	None
Heating System	✓			Attic Separation	✓		✓
Clearances	✓			Fire Walls			✓
Heat Deflectors			✓	Penetration			✓
Conditions of Flue Pipe			✓	Fire Alarm System			✓
Flue Pipe Fit into Flue			✓	Check Structural Defects:			✓
Storage Explosives			✓	Stairs			✓
Storage Inflammables			✓	Elevators			✓
				Enclosures			✓
Condition of:				Stairway Enclosures			✓
Electric Panel	✓			Handicap Accessibility	✓		
Electrical Wiring	✓			Other:			
Electric Appliances	✓						
Chimneys			✓	Signs			✓
Vent	✓			Parking	✓		
Rubbish			✓	Right of Ways Clearance	✓		
Illuminated Exit Signs			✓	House Number Posted	✓		
Emergency Lighting				Set Backs	✓		
Air Conditioning System	✓						
Gas Appliances	✓			Sprinkler System - Wet <input type="checkbox"/> Dry <input type="checkbox"/>			N/A
Exits	✓			Location of Cut-offs:			
Relief Valve	✓			Sprinkler			N/A



Phone: (850)229-8261

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Marks Insurance Agency, Inc. P.O. Box 129 Apalachicola, FL 32329-0129	CONTACT NAME: Christy Taunton PHONE (A/C, No. Ext): 850-653-2161 E-MAIL ADDRESS: nathan@marksinsurance.com FAX (A/C, No): 850-653-8946
	INSURED	Washington Improvement Group PO BOX 754 Port Saint Joe, FL 32457
		INSURER(S) AFFORDING COVERAGE
		INSURER A: USG Insurance Services, Inc.
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-24681

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		USA4077907	03/06/2015	03/06/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CBT)

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AGREEMENT FOR TEMPORARY USE OF CORE PARK
CITY OF PORT ST. JOE, FLORIDA

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

Junior Service League of PSS (Erin Payner, event chair)

ADDRESS: _____

PSS
CITY

FL
STATE

ZIP

TELEPHONE 202-731-9478 DATE(S) REQUESTED Saturday, Dec-10 (w/ set up the day before)

TYPE OF ACTIVITY free performance of "The Nutcracker" for area kids, by area kids

In consideration of the mutual covenants and conditions contained herein, the Board of City Commissioners of the City of Port St. Joe, Florida, a municipal corporation (herein known as "City"), agrees to make available the Core Park to User on the date(s) set forth above.

All "Users" be advised that the Board of City Commission does not rent this facility to organizations for extended periods of time. Rentals are on a temporary basis only, and Users are urged to make other arrangements as soon as possible.

1. **The City shall:**

- A. Furnish light, heat, and water by means of appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure to furnish any of the same, caused by anything beyond the control of the City Commissioners, shall not be charged to the City of Port St. Joe.
- B. Not be responsible for any damage, accidents, or injury that may happen to the User or his agents, servants, employees, spectators, or any and all other participants and/or property from any cause whatsoever, arising out of or resulting from the above described activity during the period covered by this agreement.
- C. Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose or purposes for which the premises herein described are being used and intended to be used, shall be obnoxious or inimical to the best interest of the City; anything herein contained notwithstanding.
- D. The activities of the City have first priority and the City reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.

2. **The User shall:**

- A. Take the premises as they are found at the time of occupying by the User.
- B. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned by the User. The City assumes no liability for the User's equipment and material.
- C. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- D. Indemnify the City and hold it harmless from any liability, including court costs and attorney's fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that User's use of the premises includes a performance or performances which might be subject to a license fee

payable to any organization such as ASCAP or BMI, User shall be responsible for such fee and will indemnify and hold City harmless in the event that any such fee is assessed against City.

3. **Payment of Charges:**

- A. All payments must be made by check or money order payable to the City of Port St. Joe.
- B. All payments will be delivered to the City as of the date of the execution of this Agreement.
- D. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. **The Following Regulations shall be followed:**

- A. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- B. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, User is responsible for its replacement cost.

5. **Deposit Guidelines**

- Deposits will be cashed immediately and a refund check will be issued once the following items have been addressed after the rental date(s).
 - 1. All lights were turned off after the event
 - 2. All AC/Heating units were turned off after the event
 - 3. All trash and decorations have been removed after the event
 - 4. The premises have been secured after the event
 - 5. No damage to the property

6. **Acknowledgment:**

- A. This agreement will not be binding upon the City until occupied and approved by the City Commissioners.
- B. It is understood that the City, as used herein, shall include the employees, administrators, agents, and City Commissioners.
- C. I (person requesting permit) _____, a citizen of the State of Florida and of the United States of America, do hereby solemnly swear or affirm that I am not a member of an organization or party which believes in or teaches, directly or indirectly, the overthrow of the Government of the United States or of Florida by force or violence. Furthermore, the organization that I represent subscribes to the above statements of loyalty.

FOR CITY OF PORT ST. JOE:

Recreation Director
Date: _____

FOR USER:

Signature
event chair

Title
JSC of PSS

Organization
Sept-14-2016

Date

W-9

Note that we are not aware of a EIN for the JSL of PSJ, but can share our tax-exempt certificate below



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016053976C-4	12/11/2012	12/31/2017	501(c)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

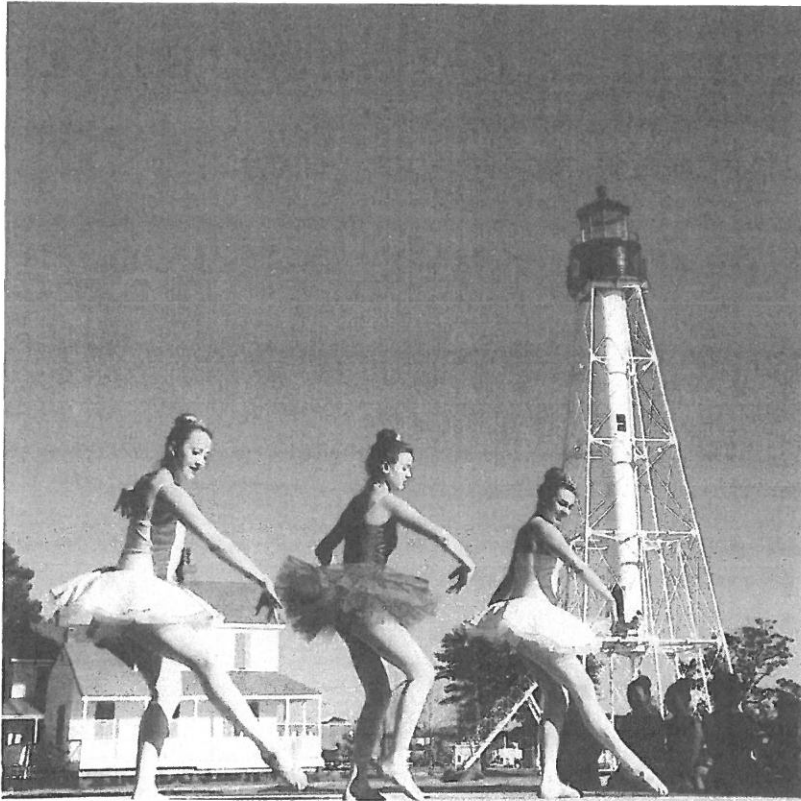
This certifies that

JUNIOR SERVICE LEAGUE OF
PORT ST JOE FLORIDA INC
252 MARINA DR
PORT ST JOE FL 32456-1632

Thank you again for your support of the Junior Service League of Port St. Joe and please don't hesitate to reach out to us if additional information is required or helpful!

The Nutcracker, sponsored by the JSL of PSJ

Submitted by: Erin Payner, JSL of PSJ event chair and Emerald Dance Academy dance teacher



Dec, 2014 Nutcracker selections performance. If supported, the event would become a true Nutcracker production for area families to enjoy

Context: Much like the JSL's annual Easter Egg Hunt, The Nutcracker will be a free, annual holiday-related special event for the children in our community. The event will provide an opportunity for older children to learn about and perform in an arts event and for younger children to view a live performance specifically for them. This event will fill a cultural void that exists for arts performance and education for children in our area. My aim is to grow the event over the coming years and make it an annual holiday tradition for local families.

Event details: The idea is to, over time, bring together an inter-disciplinary arts performance where the students from many local arts groups become involved in the production. This year, the PSJ HS art class is creating the sets, dancers from local Emerald Dance Academy will dance selections, and HS students will act out the story in

the first act and sing Holiday carols. More details about the 2015 event can be found here: <https://www.facebook.com/events/530630420428633/>

- Intro – ~15 minutes. Holiday carols with the HS singers and baby dancers
- Act 1 – ~10 minutes. A narrator will read the story of The Nutcracker while selections from the famous Tchaikovsky score plays in the background and dancers/actors pantomime the story in costumes.
- Act 2 – ~25 minutes. Dancers will perform selections from the 2nd Act including, the popular “Waltz of the Flowers” and all of the sweets (e.g. Spanish, Arabian, Chinese, etc).
- Post show free “Land of the Sweets” candy bar reception provided by the JSL with photo opportunities with the characters

Date/location: Performance will be held at 11AM on Saturday, December 10 (in conjunction with the PSJ Christmas parade) at the Scallop Festival stage outdoors in George Core Park downtown Port St Joe (by the lighthouse). Posters will be displayed around town, in MX Beach, Wewa and Apalach and on Tyndall to advertise the free event for area families and children.

Request: As the JSL is a 501c-3 non-profit and this is a free community service event, we would like to request the City of Port St. Joe to again support our use of George Core Park without rental fees.

Code Enforcement 2016 Activity
As of 9/13/2016

	Open	Closed	Total	Increase
Unlawful Accumulation	48	204	252	27
Substandard Structure	10	2	12	1
Abandoned Vehicle	4	11	15	
Unlawful Sewer	0	1	1	
Land regulation Violation	0	21	21	
Business Lic. Violation	0	1	1	
Special Master Hearings		1	1	
Building Demolition	3		3	
Waste Violation	24	226	250	17
Sign Violation	3	222	225	
Total	92	689	781	45

City of Port St. Joe
PDRB Membership
Current 1/20/15

Board Member	Term Ends
Rish, Jay	11/4/17
Burge, Travis	11/4/16
Campbell, Seth	11/4/16
Earley, Phil	11/4/16
Keels, Hal	11/4/16
Leslie, Rawlis	11/4/17
Likely, Minnie	11/4/17
Martin, Alice	11/4/16
McElroy, Christy	11/4/16
Creel, Bo	

3 yr Terms