

**April 17, 2018
Regular Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Bo Patterson, Mayor-Commissioner
Eric Langston, 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 April 17, 2018

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 4/3/18 **Pages 1-3**
- Special Meeting 4/10/18 **Pages 4-5**

PSJRA

- Update

PDRB Recommendations

- Accessory Buildings **Page 6**

Old Business

- MLK Landscaping- Comm. Langston
- Road Bond Money
- Jones Homestead Sewer
- Kerrigan Lease Agreement **Pages 7-14**

New Business

- ESAD Sewer System Purchase Workshop- Comm. Ashbrook
- City Attorney Search

Public Works

- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

Finance Director

- Update

City Engineer

- Projects Update
 - Frank Pate Park Boat Ramp Improvements
 - Long Avenue

Code Enforcement

- Update **Page 15**

Police Department

- Update

City Clerk

- Update

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, April 3, 2018, AT 6:00 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Buzzett was absent.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Minutes of the Regular Commission Meeting on March 20, 2018, and the Workshop of March 20, 2018. All in favor; Motion carried 4-0.

PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA) No one was present from the PSJRA.

CITY ATTORNEY –

Kerrigan Lease Agreement – No action was taken on this as Attorney McCahill has not received anything from Mr. Kerrigan. Mr. McCahill encouraged the Commissioners to call him if they had any questions about the lease.

Commissioner Lowry shared that citizens had mentioned their concerns about the City spending funds for a restroom.

Commissioner Ashbrook requested that the City have the first right of refusal and noted that funds to construct the restrooms would come from revitalization funds.

Mr. McCahill referenced language in the lease giving the City the first right of refusal.

Mr. McCahill noted the letter he had send to American Forest Management about access to Stebel Road via the City's Freshwater Canal.

Commissioner Lowry stated he did not object to American Forest constructing a temporary bridge to cross the canal.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

MLK Landscaping – *Commissioner Langston:* Gulf County Commissioner Sandy Quinn will be helping with this project and Commissioner Langston will have a proposal for the next meeting.

New Business

Resolution 2018-04, Centennial Building Grant Application – A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to adopt Resolution 2018-04. All in favor; Motion carried 4-0.

Chester Davis shared that the North Port St. Joe Project Area Coalition (NPSJPAC) is moving forward with the application for Triumph Funds, asked for the support of the City, and to set up a meeting when John Hendry can be in town. He noted this would be a joint venture between the City and the NPSJPAC and the NPSJPAC was not seeking funding on their own. Mr. Davis was asked to find out when Mr. Hendry would be in town and set up a meeting then.

Public Works – John Grantland was absent, Mr. Anderson offered to answer any concerns the Commission had. There were no questions from the Commissioners.

Surface Water Plant – Larry McClamma did not have anything to update the Commission on and stated the filters were working well.

Wastewater Plant – Kevin Pettis did not have anything new to share with the Commission.

Finance Director – Mike Lacour noted he has 26 confirmed customers for the Jones Homestead Project, he expects more to sign up as work begins, and materials for the project are being ordered.

City Engineer – Clay Smallwood, III

Project Updates –

Frank Pate Park Boat Ramp Improvements – There was nothing new to add, but noted there is a lot of traffic around the boat ramp.

Long Avenue – The application has been submitted, the Committee will meet in May, and Mr. Smallwood will check on the progress in a few weeks. This would be for Engineering only and there may be a meeting on this Friday.

Commissioner Lowry asked that Mr. Anderson contact the Gulf County Clerk of Court concerning the Road Bond Money for this project and when the funds must be expended by.

Stormwater Management Plan - A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to make application through the Northwest Florida Water Management District (NFWFMD) for NERDA funding. All in favor; Motion carried 4-0.

Mr. Smallwood noted there is approximately \$922,000 available for a NERDA Project through the NFWFMD and the FL DEP. No match from the City would be required, the project would help preserve St. Joe Bay, and treat runoff water before it reaches the bay. There were two parts for funding, a Master Plan for the City, which if one exists it is more than 20 years old, and a Forest Park Stormwater Project. He noted the Forest Park Stormwater Project is a separate project and is not related to the ball park issue.

The Forest Park Stormwater Project would include approximately 270 acres, it would mirror the Buck Griffin Lake, treat water in a 25 acre lake prior to reaching the bay, a weir would be constructed, possibly include piping under 10th Street, and the same guide lines that were used for Buck Griffin Lake, Baltzell and Sand Hills Ponds would be followed.

Code Enforcement no action was required.

Police Department – Matt Herring did not have anything new to update the Commission on. He advised the Speed Limit signs have been posted on Monument Avenue at the Methodist Church. No tickets have been issued but a lot of warnings have been given.

Commissioner Langston thanked Chief Herring for the help on Avenue A. He noted speed limits are being observed and a big difference in the traffic has been seen.

City Clerk - Charlotte Pierce congratulated Commissioners Langston and Lowry on being unopposed for the coming election, noted that Commissioner Buzzett chose not to seek reelection, and 4 individuals have qualified for the Group IV Seat.

Citizens to be Heard –

Chester Davis asked for the Commission's help in securing everything for the Juneteenth celebration to be held on June 16, 2018, at the Washington Gym. He noted past issues and requested help in resolving any issues prior to the event.

Jill Bebee shared that she has gathered signatures from 56 residents and 17 visitors concerning the ball park issue. Copies of the signatures were provided to the city clerk.

Elaine and A. W. Rogers shared the problems they are having with people disrespecting their property while ball season is ongoing.

Mayor Patterson asked that staff look into building a fence.

Clare Morris noted the Blues in the Lot was enjoyable and shared her concerns about Pickle Ball Courts in neighborhoods. She encouraged Attorney McCahill to research the number of lawsuits that have occurred because of the sport and the problems neighbors are having with noise from the ball courts. Ms. Morris

shared that plans for the proposed improvements to the 10th Street Park are not easy to find, encouraged staying in the current footprint, and suggested that no expansion be made at the current location.

Discussion Items by Commissioners

Commissioner Lowry asked that Attorney McCahill research Pickle Ball issues. He shared that being unopposed for the upcoming election is humbling and that he appreciated it very much.

Commissioner Ashbrook noted he feels there is a need for fencing near the Frank Pate Park Pavilion to keep children out of the boat ramp parking area.

Commissioner Langston stated that he is excited to serve for the coming year, encouraged his constituents to come to meeting and share their opinions, and he will do the best he can to be a good Commissioner.

He congratulated David Alvarez and Inez Williams for their appointment to the PDRB, asked about street lighting in North Port St. Joe to which Mr. Anderson replied that Duke Energy is going to upgrade our street lights to LEDs, but they have said they are running behind due to the storms last summer. He also noted there are some window and roof issues at the Washington Site that need attention.

Mayor Patterson did not have anything to discuss.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adjourn the meeting at 6:50 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, April 10, 2018, AT 12 Noon**

The following were present: Mayor Patterson, Commissioners Ashbrook, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Buzzett was absent.

CONSENT AGENDA

City Attorney

Commissioner Ashbrook asked Attorney McCahill if there was anything he would like to say.

Attorney McCahill responded that he was requesting due process and the presumption of innocence until proven guilty.

Commissioner Ashbrook shared he felt Mr. McCahill was innocent until proven guilty, he was held to higher moral and ethical standards as a representative of the City, and he was not prepared to dismiss him because of it being a criminal case.

Commissioner Langston stated he believed in due process, but as Commissioners, City Attorney or any public figure, you are held to higher standards. He said he did not know what to do, but there are standards to live up to.

Commissioner Lowry shared that he was prepared to ask for Mr. McCahill's resignation to which Mr. McCahill responded that he does not plan to resign. Commissioner Lowry felt that it was too early to tell what to do.

Mayor Patterson noted that the news he received was not something to hear on a Sunday morning. He feels everyone should have a second chance, and asked Attorney McCahill to resign. Attorney McCahill responded that he serves at the pleasure of the Board and it was their decision.

Commissioner Lowry noted the media frenzy had started and phone calls were being received.

Commissioner Ashbrook offered three options 1) Termination based on the contract, 2) Suspend until the outcome is known, or 3) End the contract today because of the way the City has been portrayed.

Commissioner Langston responded that the issue has been all over the news, people are calling, this has portrayed the City in a bad image, the City has been going through enough the past year or year and a half and the City's image needs to be upheld.

Mayor Patterson remarked no one wanted to make a decision. The City had put their faith and trust in Mr. McCahill when he was hired, he had dove into City issues and was doing a good job, but this gave the City a black eye. He would support option 3 if someone would make a motion.

Commissioner Ashbrook stated he supported a suspension until the results of the charges were known and he was tired of having to make these type decisions.

Mayor Patterson responded that the actions reflect on the City.

Commissioner Langston asked if Mr. McCahill would resign rather than force the Commission to go through a tough decision.

Mr. McCahill asked for a chance to leave the meeting and Mayor Patterson declared a 5 minute recess at 12:10 P.M. Mr. McCahill returned to the meeting at 12:11 P.M. and stated that the Commission would have to make a decision.

Commissioner Lowry asked Mr. McCahill what his wishes were going forward and Mr. McCahill responded that he loves his job and wants to keep it.

Mayor Patterson stated that the consensus was to terminate the contract and if he did not get a Motion he would pass the chair to make the Motion to terminate.

Commissioner Ashbrook noted it was a difficult decision, no one wanted to make a Motion, Mr. McCahill has been a friend but the City has been dishonored. Today's decision would be setting a precedent, he feels that the City Manager, City Clerk, and the attorney all represent the City, they are out front and are held to higher standards.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to terminate the contract with City Attorney, Clinton McCahill. All in favor; Motion carried 4-0.

Mr. McCahill thanked the Commission for the opportunity to serve the people, shook hands with each Commissioner and Staff before he left the meeting.

Mayor Patterson noted they Commission had accomplished what they came to do.

Commissioner Ashbrook stated a replacement would need to be obtained.

Commissioner Lowry responded that he did not want the Commission to make a hasty decision.

Commissioner Ashbrook asked if the old RFQ was still available and asked that Mr. Anderson check to see if any of the previous applicants were still interested.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adjourn the meeting at 12:15 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

REPORTS OF STANDING COMMITTEES/BOARDS

Planning and Development Review Board Motions

April 10, 2018

4:00 p.m. EST

Members Early, Mathews, Alvarez, Keels, Sickels, & Burge were present. Leslie, Likely and Chariman Rish were absent.

A. Planning Council Recommendations

Motion by Sickels, 2nd by Mathews, to recommend to the City Commission that Accessory Buildings be limited to 18' in height at the peak. All in favor; Motion carried 5-0. Burge left the meeting by phone early.

LEASE AGREEMENT

THIS AGREEMENT entered into as of _____ 1, 2018 by and between RGK INVESTMENTS. INC., a Florida Corporation, hereinafter referred to as "Lessor" and CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner of a certain real property located in Port St. Joe, Gulf County, Florida; and

WHEREAS, Lessor intends to lease said property to Lessee, and Lessee intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1
PREMISES**

1.1 Physical Location: Lessor hereby leases to the Lessee, and Lessee hereby takes and hires from Lessor, subject to the terms and conditions contained in this Lease, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described to wit:

The North 20 feet of the East (or Northeast) one half of lot 18, Block 15, in the City of Port St. Joe, Florida, according to the Official map on file in the office of the Clerk of Circuit Court, Gulf County, Florida, in Plat Book 1, Page 16 and 17. This Deed is intended to convey that part of Lot 18, Block 15, which is presently an empty lot adjacent to that certain brick building located on the East one half of Lot 20 and 10 feet of the East one half of Lot 18, Block 15, City of Port St. Joe, Florida.

Parcel Identification Number: 04715-001R

The Premises at the inception of this Lease Agreement consists of a vacant unimproved lot containing approximately 0.02 acres.

**ARTICLE 2
PURPOSE OF THE LEASE**

Lessee shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or

extension thereof, Lessee shall use and occupy the premises for public use. It is the Lessee's hope that public restrooms will eventually be constructed on the premises and it be used as such for the duration of the lease term. The Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of the Lessor.

ARTICLE 3

TERM

3.1 Term: The term of this lease shall be thirty (30) years beginning _____ 1, 2018 through _____ 31, 2048.

3.2 Possession Date: Lessee shall take possession of the leased premises on _____, 2018 upon the execution of this Lease Agreement and payment of the rent for the entire lease term (see below) and any certificates of insurance required under the Lease.

ARTICLE 4

RENT

The yearly rent for the leased premises is \$ 1.00 (one dollar). All of which being due upon execution of this Lease. The rental payment will not include sales and use tax as the Lessee is a tax exempt municipal corporation.

ARTICLE 5

SECURITY DEPOSIT

5.1 Amount of Security Deposit: No security deposit is required under this Lease.

reason of any breach of the terms and conditions of this Lease by the Lessee. If the deposit is not used for the reasons enumerated above, it shall be returned to the Lessee within 30 (thirty) days after the expiration of the Lease term or any subsequent renewal and timely surrender of the premises.

ARTICLE 6

UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: When applicable Lessee will have the all utilities furnished to the premises put in Lessee's name and will be responsible for paying for said utilities for the term of the Lease, or any renewal or extension thereof, including, without limitation, electricity, gas, water, sewer, television and telephone services including internet.

6.2 Taxes:

Personal Property Tax: Lessee shall be solely responsible for the filing of all personal property tax returns for the premises for the duration of the Lease and any renewal or extension thereof and will be solely responsible for the payment of said personal property taxes when due.

Sales & Use Tax: As stated earlier, Lessee shall not pay sales tax arising from the rent payable under this Lease to the Lessor.

ARTICLE 7
Conditions, Care and Repairs

7.1 Conditions: Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease.

Lessee accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. Lessee represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

7.2 Care of Premises: Lessee, at its expense, when applicable, shall be responsible for the maintenance required to maintain the Electrical Panel Service, HVAC System, Sewer System, Hot Water System, Water Service and Roof and all other aspects of the building if eventually constructed.

7.3 Repairs: Lessee, when applicable, shall be responsible for all repairs to any building or structure constructed on the premises including but not limited to repairs to the roof, HVAC system, electrical or plumbing repairs.

7.4 Alterations: Any improvements or alterations made to the premises must be constructed and performed in a good and workmanlike manner at Lessee's sole expense. Any improvements made to the premises shall become the property of the Lessor upon the expiration of the Lease term. Lessor hereby agrees to the Lessee constructing public restrooms on the property at Lessee's sole expense.

ARTICLE 8
Surrender of Premises

Lessee shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to the Lessor in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and alterations by Lessee which are permitted hereunder. Upon Lease termination the Lessee shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules, regulations and ordinances.

ARTICLE 9
Waste, Nuisance, and Unlawful or Dangerous Activity

9.1 Waste or Nuisance: Lessee shall not allow any waste or nuisance on the premises.

9.2 Unlawful Activities: Lessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor

operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

9.3 Compliance with Law: Lessee shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by Lessee and the business therein conducted by the Lessee as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the Lessee, the premises, and/or the business of the Lessee.

ARTICLE 10 Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from Lessor or from persons claiming by, through or under Lessor, except as specifically provided for herein, Lessor hereby warrants to defend Lessee against the lawful claims of all persons against the premises and property hereby demised.

ARTICLE 11 Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance for the premises in the amount that the Lessee customarily insures like properties. Lessor shall be listed as an additional insured on said policy. Lessee agrees that it shall hold Lessor harmless from any liability stemming from the Lessee's use of the property and will indemnify and defend Lessor against any such liability associated with the Lessee's use of the premises.

11.2 Other Insurance: It shall be the Lessee's option to obtain fire and casualty insurance on any of its personal property located on the premises.

ARTICLE 12 Sublease.

12.1 Sublease: The Lessee shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or allow any other person except agents, employees and/or patrons of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons of the premises. An authorized assignment, sublease, or license to occupy the premises by Lessee shall void and terminate the Lease at the option of the Lessor. The interest of tenant in the premises in this Lease is not assignable by operation of law without the written consent of Lessor.

ARTICLE 13

Default

Each of the following events shall constitute a default by Lessee:

- a. If Lessee's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of the Lessor. This includes any involuntary assignment through the operation of any other instrument to which the Lessee is a party with any other individual or business entity.
- b. If Lessee violates any provision of Article 14 relative to construction liens.
- g. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 90 (ninety) days after written notice thereof has been delivered by Lessor to Lessee.

ARTICLE 14

Construction Liens

14.1 Lessor's Interest Not Subject to Liens: The interests of Lessor shall not be subject to liens for improvements contracted for or made by or on behalf of the Lessee, or parties claiming by, through or under Lessee. The interests of Lessor in the premises shall not be subject to a lien for any improvements made by the Lessee, or for any work done or materials furnished to the premises, at Lessee's request, and Lessee shall notify any contractor employed by Lessee to do work on or furnish materials to the premises, prior to Lessee's entering into a contract with any such contractors, that the interest of the Lessor under the Lease is not subject to a lien, and the failure of the Lessee to so notify any contractor, at the option of the Lessor, shall be deemed a default hereunder.

14.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by Lessee, or for any work done or materials furnished to the premises at Lessee's request, Lessee shall, within 30 (thirty) days of receipt of notice of any such claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Columbia County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

ARTICLE 15

Right of First Refusal

15.1 During Lease Term: If at anytime during the Lease Term the Lessor determines that it is going to sell the premises, the Lessee shall be given the right of first refusal to purchase the property at the Lessor's asking price. If the Lessee does not exercise its right of first refusal at the Lessor's asking price, the Lessee shall still maintain the right to match any subsequent lower then asking price offer on the property. The Lessee shall have thirty (30) days from being notified in writing of Lessor's asking price to accept or

deny to accept to purchase the property at that price. If the Lessee refuses to purchase the premises at the Lessor's asking price, the Lessor must notify the Lessee in writing of any lower than original asking price offer made on the premises and Lessee will have thirty (30) days to match said offer to purchase the property in writing. If the Lessee does not exercise its right of first refusal and the property is sold to an arm's length third party buyer; then the Lease term is reduced to 15 years (from the inception of the lease) provided that construction of the restroom or other infrastructure is in place. If the lot is vacant at the time, then the Lease with the City will be terminated immediately upon closing with the buyer.

15.2 End of Lease Term: At the end of the original Lease term or any renewal term thereof, the Lessee shall have the right to purchase the property at fair market price. Lessee must notify in writing the Lessor within ninety (90) days of the expiration of the Lease term that it is exercising this option. Fair market price shall be determined by an appraisal conducted by a mutually agreeable Florida Licensed Appraiser who is located in Gulf County, Florida. The parties must then within thirty (30) days of the Lessee's notification choose an appraiser. The Lessee shall have thirty (30) days to exercise its option to purchase in writing after receiving the appraisal.

ARTICLE 16 Miscellaneous

16.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

16.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

16.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

16.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor:

Lessee: City of Port St. Joe
Att: City Manager

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

16.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

16.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

16.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by Lessor, shall not constitute a waiver of any preceding default by Lessee of any term, covenant, or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time Lessor accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

16.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

16.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by and construed and enforced in accordance with the Laws of the State of Florida.

16.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because on an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees,

costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

16.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

16.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

16.14 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the _____ day of _____ 2018 to take effect as of the date first above written.

CITY OF PORT ST. JOE
Lessee

BY: _____
JAMES "BO" PATTERSON
MAYOR
Date _____

ATTEST: _____
Charlotte M. Pierce
City Clerk
Date _____

RGK INVESTMENTS, INC.
Lessor

BY: _____
ROBERT G. KERRIGAN
President
Date _____

**Code Enforcement 2018 Activity
As of 4/10/2018**

	Open		Closed		Total		Increase	
Unlawful Accumulation	44		63		107		3	
Substandard Structure	9		5		14			
Abandoned Vehicle	18		3		21			
Unlawful Sewer								
Land regulation Violation	5		9		14		2	
Business Lic. Violation	20				20			
Special Master Hearings								
Building Demolition	5				5			
Waste Violation	36		99		135		4	
Sign Violation	5		11		16		12	
	Total	142	Total	190	Total	332	Total	21