

**May 15, 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 May 15, 2018

Call to Order

Consent Agenda

Minutes

- **Regular Commission Meeting 5/1/18**

Pages 1-3

PSJRA

- **Update**

City Attorney

- **Florida Coastal Conservancy, Inc. Lease Agreement**
- **Kerrigan Lease Agreement**

Pages 4-9

Pages 10-17

Old Business

- **Road Bond Money**
- **Fire Truck**
 - **RFP 2018-06 Truck**
 - **RFP 2018-07 Equipment**

Page 18

Page 19

New Business

- **North Port St. Joe P.A.C. Workshop**
- **Fishing Piers**
- **Food Distribution Center for the Summer at the Centennial Bldg.**
- **Scallop Restoration- Comm. Lowry**

Public Works

- **Flushing- Beaches thru Overstreet**
- **Hwy 98 from Ave. A-D Waterline Replacement**
- **Jones Homestead Sewer**

Surface Water Plant

- **Update**

Waste Water Plant

- **Update**

Finance Director

- **Update**

City Engineer

- **Update**

Code Enforcement

- Update

Page 20

Police Department

- Update

City Clerk

- Election 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, May 1, 2018, AT 6:00 P.M.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner Langston, to approve the Minutes of the Joint City County Workshop Meeting on April 11, 2018, and the Regular Commission Meeting of April 17, 2018. All in favor; Motion carried 4-0.

PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA) Bill Kennedy shared that the PSJRA will be rebuilding and repaving Reid Avenue and expects that to be completed by August. Work will be done in the evenings and the CRA will reimburse the City \$200,000 for funds loaned to them for the work. They will proceed with a public restroom on Reid Avenue, and will be providing the match for the Port St. Joe Theatre group for an upcoming grant.

City Attorney

Florida Coastal Conservancy, Inc. Lease Agreement (FCCI) – The Commission directed Attorney Albritton to draw up a lease or license for use of the lighthouse keepers' quarters.

Commissioner Buzzett stated that he was not in favor of a two year obligation from the City, encouraged the Commission not to lose sight of the lens being displayed in the Eglin Building, and felt the lease / license should only allow the Florida Coastal Conservancy, Inc., use of the building until the lens was ready to be put on display.

Linda Wood and Pat Floyd, members of the St. Joseph Historical Society, Inc., spoke on behalf of the Society, reminding the Commission of previous commitments made to the Society as well as obligations in the application to the US Government on behalf of the Society. Both stated they had no issue with a lease as long as the FCCI vacates the building, with sufficient notice, when the lens is ready to be displayed.

Jessica Swindall and Charles Gaddy spoke on behalf of the Florida Coastal Conservancy, Inc., sharing their reasons for wanting to occupy the building and wanting a longer lease.

Kerrigan Lease Agreement – This was tabled as Attorney Albritton is waiting to hear from Mr. Kerrigan concerning several issues with the lease.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Road Bond Money – Bids close on May 25, 2018, at 3:00 P.M. Staff is to review the bids, and a Special Meeting will be held on May 31, 2018, at Noon to award the bids. Commissioner Buzzett questioned the \$57,120 obligation to Roberts and Roberts when no paving has taken place by the City at this time.

Jones Homestead Sever

RFP 2018-04 Materials – A Motion was made by Commissioner Lowry, second by Commissioner Langston, that pending FL DEP approval, RFP 2018-04 be awarded to Lanier in the amount of \$41,033.96. All in favor; Motion carried 4-0

RFP 2018-05 Bores - A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, that pending FL DEP approval, RFP 2018-05 be awarded to BTC in the amount of \$21,820. All in favor; Motion carried 4-0.

Fire Truck

RFP 2018-06 Truck – This was Tabled for Staff to review the budget and come back with recommendations to purchase rather than finance.

RFP 2018-07 Equipment – This was Tabled until the purchase of the Fire Truck is resolved.

RFP 2018-08 (Handout) Centennial Building Train Painting – A Motion was made by Commissioner Buzzett, second by Commissioner Langston, to award RFP 2018-07, in the amount of \$8,650 (which includes the alternate of \$450) to Premier Painting and Remodeling. BP Funds are to be used for this. All in favor; Motion carried 4-0.

New Business

Statewide Mutual Aid Agreement – A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to approve the Statewide Mutual Aid Agreement. All in favor; Motion carried 4-0.

Street Lights – LED Upgrade Schedule to begin May 24, 2018 – Mr. Anderson shared that Duke Energy is to be here on May 24, 2018, to begin the upgrade of street lights.

Provisions / Peppers – Special Event with Alcohol Permit – A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the request. All in favor; Motion carried 4-0. Alesandro Arreguin, Bob Windolf, and Jose Perez spoke on the event and explained their plans for Cinco de Mayo.

Public Works – John Grantland was not present. Mr. Anderson noted that work will begin in June to replace all water meters in town.

Surface Water Plant – Larry McClamma did not have anything to update the Commission on.

Wastewater Plant – Kevin Pettis

Power Upgrades RFP 2018-02 (Handout) - Mr. Pettis noted that the bid was over budget and asked that he be allowed to rebid the project in several months.

Finance Director – Mike Lacour stated the project is moving forward and asked that Jones Homestead residents contact City Hall for the reduced hookup rates.

City Engineer – Clay Smallwood, III

Project Updates –

Frank Pate Park Boat Ramp Improvements – Mr. Smallwood shared this project is ready to be closed out.

CDBG Water Line Replacement – Mr. Smallwood advised that this project is ready for close out.

Commissioner Buzzett shared that he and Mr. Smallwood have been working on the 10th Street Ball Complex design and should have something as early as next week for the Commission to look at. If the Commission concurs, a recommendation will be made to the park committee and placed on the website.

Code Enforcement no action was required.

Police Department – Matt Herring did not have anything to discuss but asked when events are being held, that his department be given more than four days' notice because of scheduling within his department.

City Clerk - Charlotte Pierce

Election Update – Clerk Pierce noted that all workers for the election have been secured and everything is ready for Tuesday.

Centennial Building Grant – Due to a change by the state, REDI Communities are required to provide a 25% match of the total grant request. By requesting \$286,000 the City's portion would be \$71,500 of which 25% of that, \$17,875 must be cash on hand and designated for the project.

The remaining 75% of the 25% would be \$53,625 and may be In-Kind contributions. A Motion was made by Commissioner Buzzett, second by Commissioner Langston, to approve the 25% Match. All in favor; Motion carried 4-0.

Mrs. Pierce requested approval of Wednesday, October 31, 2018, as the designated date for Ghost on the Coast and Saturday, December 8, 2018, as the time for Christmas on the Coast. Requests for information are being received for both events. Consensus of the Commission was to use the requested dates.

Citizens to be Heard –

Pallas Gandy provided a drawing for a suggested Aqua Park at the Field of Dreams.

Discussion Items by Commissioners

Commissioner Langston thanked those present for attending the meeting and City employees for their hard work.

Commissioner Lowry did not have anything to discuss.

Commissioner Buzzett reminded everyone to vote Tuesday and said he would like to see a good turnout of voters for the election.

Mayor Patterson welcomed the new City Attorney, J. Adam Albritton, to the City.

A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to adjourn the meeting at 7:35 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**LICENSE AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS ("Agreement") is made and entered into by and between the CITY OF PORT ST JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida (the "Licensor"), and **FLORIDA COASTAL CONSERVANCY, INC., a Florida Not for Profit Corporation, D/B/A THE FORGOTTEN CAST SEA TURTLE CENTER** (the "Licensee").

RECITALS:

- A. Licensor owns property in Gulf County, Florida more particularly described as The Lighthouse Keeper's Quarters known as "Eglin House" located in George Core Park. The premises include this building with all the improvements and fixtures erected or installed thereon, subject to the terms and conditions contained in this Lease. (the "Property"), and
- B. Licensee desires to enter upon and use the Property for the specific purpose of operating The Forgotten Coast Sea Turtle Center and all reasonable purposes incidental thereto ("Activities").
- C. Licensee is willing to comply with the "Program of Utilization" as set forth in the City's application for being granted the property in question which was submitted to the United States Department of Interior and the National Park Service, which was formally made a part of the City's deed for the property subject hereto.
- D. Licensor is willing to grant Licensee a temporary non-exclusive revocable right of usage of the property (the "License") to conduct the Activities, but only based on the terms and conditions hereof.
- E. Licensee acknowledges and agrees that Licensee and all persons under Licensee's direction and control, as well as any other person on the Property because of Licensee (collectively, the "Invitees") and Licensee, its agents, and guests shall at all times exercise due care for their own personal safety and the safety of the Property and shall fully indemnify Licensor for any damages which may occur on the Property and/or are or will be associated with Licensee's entry on the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.
2. **Grant of License.** Licensor hereby grants a License to Licensee, its employees, agents, contractors, and persons under Licensee's control, as well as the "Invitees," to enter the Property for the sole purpose of conducting the Activities; provided that Licensee complies with the "Program of Utilization" as set forth in the Licensor's application for being granted the property in question and whose rules and regulation were incorporated in the Licensor's deed which is incorporated into and made a part of this Agreement and is attached hereto. Licensee may not conduct any activity within the Property other than the Activities without the prior written consent of Licensor and all Activities must comply with the Program of Utilization.

3. **Term and Termination.** The term of the License shall commence on May 15, 2018 and terminate on November 15, 2019 (the "Term"), unless extended by Licensor, subject to the use restrictions set forth in Paragraph 4 below and all terms herein. Licensee understands and agrees that Licensor may terminate this Agreement at any time and for no reason at all. Should Licensor terminate this lease prior to the expiration of the term set forth herein, Licensee will be afforded no less than 60 days' notice to vacate with the following exceptions; If Licensee, in the sole opinion of Licensor, is not complying with the terms herein, causing irreparable damage to the property, the Licensor is notified it is not in compliance with the Deed restrictions by Licensee's use, or the building is destroyed or no longer inhabitable for Licensee's Activities, Licensee shall be required to cease all activity and immediately vacate the Property.

4. **Use Restrictions.** The Property may be used solely to conduct the Activities and only during the Term. Licensee shall faithfully comply with all rules posted on the Property or otherwise dictated by Licensor. There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental, regulatory agency, or the Program of Utilization. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licensor's reasonable discretion. Licensee shall be responsible for all costs required for the Activities and, unless Licensee obtains Licensor's prior written consent, Licensee's activities on the Property shall be limited to the Activities. Licensee acknowledges and agrees that the Property is historical in nature and Licensee will make all effort to preserve such. The Licensee shall not make any improvements to the Property without the Licensor's prior written consent.

5. **Assumption of Risk.** Licensee acknowledges that Licensee is responsible for its own actions and that of its agents and Invitees on the Property. Licensee further acknowledges and accepts the property in "as is" condition understanding the building is historical in nature. Licensor is not responsible for the personal safety of Licensee, its agents, Invitees or other persons on or about the Property because of Licensee. Additionally, Licensor is not responsible for any damage to, or theft of, vehicles or within the Eglin House, or the contents thereof of Licensee, its agents, Invitees or other persons on or about the Property because of Licensee.

6. **Release and Indemnity.** As further consideration for the License granted herein, Licensee agrees:

- a. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees while conducting Activities on the Property and to release, save and discharge Licensor, and its affiliated entities, their successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors and Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein; and/or arising from or in connection with the Activities;
- b. to indemnify and hold harmless Licensor and its affiliated entities, its successors or assigns, from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons, whomsoever, including Licensee, Invitees, employees, agents or representatives of the parties hereto, or third persons, or for any loss or damage to property arising from or in connection with the use or occupancy of the Property, including, without limitation, the Activities;

- c. that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within fifteen (15) days of recording of said liens;
- d. Licensor shall not be liable for any injury or damage done or occasioned by the actions and operations of Licensee under this License, and Licensee binds and obligates itself to pay and satisfy any and all claims arising on account of its operations, whether caused by injuries to or death of its employees or any other persons, or for damages to or destruction of any type of property, including, without limitation, any property of Licensor and any timber on any property of Licensor, on any property adjacent to any property of Licensor, and on any access roads serving any such property; and
- e. defend (if required by Licensor), indemnify and hold harmless Licensor, and any of its subsidiaries and affiliated companies, and their officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholding, failure to obtain workers' compensation insurance or otherwise and whether brought now or in the future), including legal fees and expenses, of whatever kind or nature arising out of or on account of, or resulting from claims, related to (i) any act, error, or omission of, or use of the Property by, Licensee, any Contractors, Invitees, or any other person on the Property because of Licensee, whether invited or uninvited, (ii) the performance of any obligations pursuant to this Agreement by Licensee or any Contractor or Invitees, (iii) any failure of Licensee to perform its obligations hereunder or comply with the terms and conditions hereof or (iv) any breach of Licensee's representations set forth in this License.

The provisions of this Section 7 shall survive the expiration or earlier termination of this License.

7. **No Waste.** Licensee agrees that no act shall be permitted, and nothing shall be kept in, on or about the Property that will increase the risk of any hazard, including an uncontrollable fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency or the aforementioned Program of Utilization.

8. **Care and Maintenance of Premises.** Licensee shall maintain the premises in a clean and sanitary condition and not disturb surrounding property owners or neighbors or the peaceful and quiet enjoyment of the premises or surrounding premises. Licensee shall be responsible to take all due care and regular maintenance of the Electrical Panel Service, HVAC System, Septic/Sewer System, Hot Water System, Water Service, and Roof. This shall include but is not limited to replacing all light bulbs, air conditioner filters, and other items which need regular replacement or care.

9. **Major Repairs.** Licensor shall be responsible for all major repairs which are defined as any repairs which cost more than five hundred dollars (\$500.00). Licensor shall have the sole and exclusive option to determine whether to undertake such repair. If Licensor should opt to not make such repair, Licensee shall have no further recourse.

10. **Alteration of Premises.** Licensee must obtain prior written consent from Licensor before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become Licensor's property and shall remain on the premises at the termination of this License. All improvements shall be performed to the sole satisfaction of the Licensor. Further, Licensee agrees to make certain improvements to the interior of the premises, which shall be proposed prior to commencing and performed all to the sole and exclusive satisfaction of Licensor. Any improvements must be constructed and performed in a good and workmanlike manner at the sole expense of Licensee. The following improvements must be completed by the Licensee:

- a. Repairing all floors so that such are safe and presentable;
- b. Removing the case iron sprinkler system and repairing any holes resulting therefrom;
- c. Painting of interior;
- d. Making restrooms usable and presentable;
- e. Replacing any broken windows;
- f. Replacing smoke detectors.

11. **Utilities.** Licensee shall be responsible for all utilities which include, but are not limited to, water, sewer, garbage, cable, internet, and other such utilities which Licensee deems useful and necessary.

12. **Condition of Property at End of Agreement; Repair of Property.** As of the date this Agreement expires, Licensee agrees to restore the Property to the state existing as of the date of this Agreement. Licensee shall promptly repair damage to the Property caused by the Licensee or the Invitees during the term of this Agreement. Such repairs shall be made at Licensee's expense.

13. **Surrender of Premises.** Licensee shall peaceably and quietly surrender the premises at the end of this License (at the end of term or upon early termination) or any extension or renewal thereof, and shall deliver to Licensor in the same conditions as when Licensee took possession along with all improvements made thereto, allowing for reasonable use, wear, and damage by acts of God, including fires and storms. Licensee shall be responsible for the removal of any and all signage in accordance with all Federal, State, and Local laws, rules, regulations, and ordinances.

14. **Attorneys' Fees.** In the event of any legal action under this License, Licensee agrees to pay Licensor's attorneys' fees and court costs for pre-trial preparation, trial and appeal.

15. **Insurance.** Unless otherwise specified in this Agreement, the Licensor and its Agents shall, at its sole expense, maintain in effect at all times during License Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Activities, Licensee shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary and that any liability insurance maintained by Licensor or any other additional insured is excess and non-contributory. The insurance required under this Section shall include the following coverage and limits in the following categories, amounts and detail:

- a. Worker's Compensation as required by applicable law.

- b. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.
- c. Personal Property Insurance which shall include fire and casualty insurance on any of its personal property located on the premises.
- d. All policies will be endorsed to include the Licensor as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Activities. Licensee, for itself and for all those furnishing labor or materials to or through Licensee hereby agrees to waive its right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Licensee.

16. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement ("Notice") shall be effective and valid only if in writing, signed by the party giving Notice and delivered personally to the other parties, sent by express 24-hour guaranteed courier or delivery service, by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic mail addressed to the other party as follows (or to such other place as any party may by Notice to the others specify):

To Licensor:

CITY OF PORT ST. JOE
305 Cecil G. Costin Sr., Blvd
P.O. Box 278
Port St. Joe, FL 32457

With a copy to:

J. Adam Albritton, Esq
City Attorney
2901 W. 11th Street
Panama City, Florida 32401

To Licensee:

FLOIRDA COASTAL CONSERVANCY, INC.
D/B/A THE FORGOTTEN COAST SEA TURTLE CENTER
260 Marina Drive, Suite C1
P.O. Box 611
Port St. Joe, FL 32457

Notice shall be deemed given two days after mailing if sent certified mail, the day after delivery if by overnight courier and the date of delivery if by electronic mail or hand delivery.

17. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

18. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.

19. **Miscellaneous.** In the event any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this License, but this License shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Licensor and Licensee executed this Agreement as of the date set forth below.

LICENSOR:

City of Port St. Joe, Florida,

By: _____

James "Bo" Patterson, Mayor

Date: _____

LICENSEE:

**Florida Coastal Conservancy, Inc.,
a Florida Not for Profit Corporation**

By: _____

Title _____

Date: _____

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.

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: Taxes shall be apportioned as follows:

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 then 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. Further, Lessor agrees to sign a memorandum of option or other acceptable document, which shall include, at Lessee's discretion, any or all parts of this agreement and shall be in recordable form. Lessor agrees that such document shall be recorded in the public records of Gulf County, Florida thus placing all possible third-party purchases on notice of Lessees Right of First Refusal to purchase the Property.

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: RGK Investments Inc.
627 East Government Street
Pensacola, FL 32502

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 of 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

City Commission Conference Room

[illegible]

Code Enforcement 2018 Activity
As of 5/11/2018

	Open	Closed	Total	Increase
Unlawful Accumulation	47	81	128	14
Substandard Structure	9	5	14	
Abandoned Vechicle	15	7	22	
Unlawful Sewer				
Land regulation Violation	5	10	15	
Business Lic. Violation	20		20	
Special Master Hearings				
Building Demolition	5		5	
Waste Violation	32	133	165	17
Sign Violation	5	17	22	
Total	138	253	391	31