June 5, 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 June 5, 2018

Call to Order	
Consent Agenda	
Recognition of the Class 1A State Baseball Champions	Page 1
Minutes	
• Special Commission Meeting 5/31/18	Pages 2-4
PSJRA	
• CRA Extension	
City Attorney	
Florida Coastal Conservancy, Inc Concession Agreement	Pages 5-15
Old Business	
<ul> <li>North Port St. Joe P.A.C. Workshop</li> </ul>	
• 10th Street Park- Comm. Buzzett	Page 16
<ul> <li>Drug Dog- Comm. Ashbrook</li> </ul>	
Lighthouse Complex Grant Closeout	Pages 17-19
New Business	
<ul> <li>Tobacco Prevention- Kari Williams</li> </ul>	<b>Page 20</b>
<ul> <li>Gulf Coast Workforce Board Leases</li> </ul>	Pages 21-26
Secluded Dunes Sewer	
<ul> <li>Impact Fee Wavier Request</li> </ul>	
o Sewer Line Easement	Pages 27-34
Public Works	
<ul> <li>Hwy 98 from Ave. A-D Waterline Replacement</li> </ul>	
Water Meters- Replacement Update	

- Jones Homestead Sewer
- Fishing Piers- Clifford Sims Park

### **Surface Water Plant**

• Update

### Waste Water Plant

• Update

### **Finance Director**

• Update

### **City Engineer**

• Update

### **Code Enforcement**

• Update

### **Police Department**

• Golf Carts

### City Clerk

• Election Update

Citizens to be Heard Discussion Items by Commissioners Motion to Adjourn Page 35



# MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, May 31, 2018, AT 12 Noon

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

The purpose of the meeting was to approve the use of Road Bond Money.

#### **CONSENT AGENDA**

Mr. Anderson reviewed the Summary of Estimates, Dewberry Project No. 003.269, with the Commission. A copy is attached as Exhibit A. Funding for this project is \$982,594.68 and is made up of \$1,048,594.85 Net Bond Proceeds; Less \$57,120, Roberts and Roberts general cost (mobilization, bonding, permit, etc.); Less \$11,025 reimbursement to City; Plus interest earnings as of March 31, 2018, of \$2,144.83 for a Current Available Balance of \$982,594.68.

After discussion, a Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the recommendation of Staff for all the projects except for the Long Avenue Water Line until funding is secured for the sewer line as well as use the loan funds coming back to the City from the PSJRA. All in favor; Motion carried 5-0.

Commissioner Buzzett asked that, in the future, the Commission continue to keep the Long Avenue Project as a number one priority when funding is available.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to submit the projects to the County Commission for approval. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to have the City Attorney draw up the loan agreement between the City and the Port St. Joe Redevelopment Association for the Reid Avenue Paving Project which will be a \$200,000 Loan for 2 years at no interest. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to submit the Downtown Water Project to the State Revolving Fund for approval. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to award FRP 2018-11 Port St. Joe Downtown Water Improvements Materials Purchase to Lanier Municipal Supply in the amount of \$134,127.57, and RFP 2018-12 Port St. Joe Downtown Water Improvements Bores to Eric Spear, LLC in the amount of \$53,640. All in favor; Motion carried 5-0.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adjourn the meeting at 12:16 P.M.

Approved this day of	2018.
James "Bo" Patterson, Mayor	Date
Charlotte M. Pierce, City Clerk	Date

### CITY OF PORT ST. JOE SUMMARY OF ESTIMATES DEWBERRY PROJECT NO. 003.269

PROJECT	ESTIMATE
LONG AVENUE WATER MATERIALS, BORES, & PATCHES	\$ 239,493.81
REID AVENUE WATER MATERIALS, BORES, & PATCHES	\$ 97,307.03
REID AVE PAVING (1ST ST TO SR 71)	\$ 197,766.31
REID AVE PAVING (SR 71 TO 6TH ST)	\$ 10,474.79
BALTZELL AVE / 3RD STREET PAVING	\$ 65,853.71
LONG AVENUE PAVING (18TH ST TO MADISON)	\$ 258,749.74
8TH STREET PAVING (MARVIN AVE TO DITCH)	\$ 197,895.70
AVENUE G PATCH	\$ 3,000.00
AVENUE G (MLK BLVD TO END)	\$ 14,742.20
MAINTENANCE OF TRAFFIC	\$ 25,000.00
BONDS & INSURANCE	\$ 14,969.65
ENGINEERING	\$ 94,500.00
TOTAL	\$ 1,219,752.94
BUDGET	\$ 982,594.68

\* Staff recommendation is to wait on the Long AVE. water line until funding is secured for the Sewer line as well

April 25, 2018

Port St. Joe City Commission P. O. Box 278 Port St. Joe. FL 32457

Re: 20

2015 Series Gas Tax Revenue Road Paving Bond

### Commissioners:

As we are winding down on the 2015 Series Gas Tax Revenue Road Bond Issue, I wanted to give you a recap of what the City was allocated, and what you have spent, earned and/or encumbered thus far. The City's share of the gross bond proceeds was originally estimated to be \$1,050,000. The City's actual net share was \$1,048,594.85 due to the actual cost of issuance. Below is the itemized activity of those funds as of 3/31/18.

\$1,048,594.85 Net Bond Proceeds

\$ 57,120.00 less Roberts & Roberts general cost (mobilization, bonding, permit, etc)

\$ 11,025.00 less reimbursement to City

<u>\$ 2,144.83</u> plus interest earnings as of 3/31/18

\$ 982,594.68 Current Available Balance

If you should have any questions, please feel free to contact my office.

Respectfully

Rebecca L. Norris

Clerk

ADIF

### **Concession Agreement**

This Conce	ssion Agreem	ent, hereinafte	r referred to	as the "Agr	eement" is	s made an	d entered
into this	day of _		, 2018, b	etween the	e CITY O	F PORT :	ST. JOE,
		corporation of					
hereinafter	referred to as	the "City," and	the FLORII	DA COAST	<b>AL CONS</b>	<b>ERVANC'</b>	Y, INC., a
Florida Not	t for Profit C	Corporation, D	/B/A, THE	FORGOT1	TEN COA	ST SEA	<b>TURTLE</b>
CENTER, h	nereinafter cal	led the "Conce	essionaire."				

### Witnesseth:

Whereas, the City, took fee title to certain structures from the United States of America, hereinafter referred to as the "USA," as surplus property, known as the Cape San Blas Lighthouse District which contained no land and consisted of four (4) structures, and deeded to the City on July 30, 2013. Said Quitclaim Deed (hereinafter "Deed") is attached and hereinafter referred to as **Exhibit A**; and

Whereas, Condition No. 4 of said Deed provides that the City shall not sell, lease, assign or otherwise dispose of the premises, except to another eligible government agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or his/her delegated representative, NPS; and

Whereas, the City and Concessionaire desire to provide the public with environmental and cultural education opportunities through The Forgotten Coast Sea Turtle Center pursuant to the Program of Utilization (attached hereto as Exhibit B) on that portion of the Cape San Blas Lighthouse District known as the Eglin House for the use and benefit of the general public; and

Whereas, the City is satisfied that the provision of additional services and facilities at the Eglin House is in the City's best interest.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide cultural and environmental education services and gift shop hereinafter to be mentioned in that portion of the Cape San Blas Lighthouse District known as the Eglin House.

- Location: The City does hereby assign to the Concessionaire the use of the Eglin House which is one of the structures as described in Exhibit A (hereinafter "Assigned Premises").
- 2. <u>Use of Assigned Premises</u>: (a) Concessionaire shall use, occupy and maintain the Assigned Premises in a business like, careful, clean and non-hazardous

manner for the sole purpose of operating the Forgotten Coast Sea Turtle Center, which will involve educational displays and activities and gift shop; (b) Such use shall be considered Concessionaire's concession operation (hereinafter "Concession Operation"); (c) Concessionaire shall conduct the Concession Operation in strict compliance with, and subject to all of the restrictions, covenants, terms and provisions imposed by the Secretary on the Assigned Premises as set forth in Exhibit A; (d) Written approval by the City and written concurrence by the Secretary shall be required for any other proposed use(s) in conjunction with or in addition to those specified in this agreement.

Concessionaire acknowledges that the structure that is the subject of this agreement is listed on the National Register of Historic Places. Thus, it agrees that any alterations or improvements to the structure must be approved in writing by the City in consultation with the State of Florida's Historic Preservation Officer.

The general public cannot use the structure when it is not open, as is currently the case.

<ol><li>Personal Property:</li></ol>	١.	Personal F	roperty:	N/A.
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4.	Term:	This	Agreement	shall	be	effective	from		to
			whic	h shal	l con	istitute a te	erm of e	eighteen (18) months.	

- 5. <u>Renewal</u>: The City, in its sole discretion, and upon being notified in writing by Concessionaire of its desire to renew, no less than thirty (30) days prior to the expiration of the original term, can extend this Agreement for an additional eighteen (18) month term.
- 6. <u>Concession Payments</u>: Concessionaire will not pay any fee to the City. Consideration for this Agreement shall be Concessionaire agreeing to maintain and make certain approved improvements to the property which are deemed necessary for the maintenance and upkeep of the structure.
- 7. <u>Concessionaire's Records and Documents:</u> With respect to all matters covered by this Agreement concessionaire's records and documents shall be subject at all times to inspection review or audit by the City. Concessionaire will supply City any documentation that may be needed by the City to file required compliance reports to the Secretary.
- 8. <u>Licenses and Permits</u>: All necessary licenses and permits to operate concession on the Assigned Premises must be obtained from the appropriate offices before operation may begin. All licenses are subject to Code of Enforcement for safety, health and fire inspections.

- 9. Operating Expenses and Utilities: Concessionaire will have all utilities, with the exception of water and sewer, furnished to the premises put in Concessionaire's name and will be responsible for paying for said utilities for the term of the Agreement, including, without limitation, electricity, gas, television and telephone services including internet.
- 10. <u>Non-discrimination</u>: City and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Executive Order 13672, which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

- 11. <u>Historic Properties</u>: The subject property is deemed to be historic property as stated in Exhibit A, City and Concessionaire will adequately ensure the preservation of the historic property per the covenants stated therein. Any proposed changes to a historic structure require consultation with the State Historic Preservation Officer (SHPO), the City, and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- 12. <u>Alterations and Improvements</u>: Concessionaire must obtain prior written consent from City before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become

City's property and shall remain on the premises at the termination of this Agreement. The City can delegate authority for granting such Authority to the City Manager or other delegated persons the City deems necessary. Such written consent will not be unreasonably withheld or delayed. All improvement must be completed to the sole satisfaction of the City and at the sole cost of Concessionaire.

If structural changes are required, the Concessionaire shall arrange for and supervise all necessary construction work and be responsible for all costs associated with providing the changes. All construction work must comply with the Historic Properties section of this agreement and the desires of the City.

Concessionaire shall as part of the consideration for the City entering into this Agreement make certain improvements to the interior of the premises, which include, but are not limited to:

- Cleaning interior of the building;
- Making all floors in the building safe and presentable;
- c. Removing the cast iron sprinkler system and repairing any holes resulting therefrom;
- d. Painting where needed;
- e. Making restrooms usable and presentable;
- f. Replacing any current broken window panes;
- g. Replacing smoke detectors;

Any and all improvements, including, but not limited to those set forth above and herein, shall be first approved by the City after the Concessionaire has submitted, in writing, its plans for any and all planned improvements for the Property subject hereto.

- 13. Any improvements made to the premises which are attached to the premises so that they cannot be removed without injury to the premises shall become part of the premises upon the expiration of the Agreement term. Concessionaire acknowledges that the Property, including the Assigned Premises, is subject to the possibility of reversion back to the United States without compensation being paid to the Concessionaire should there be a material breach of noncompliance by the City or the Concessionaire for not adhering to the Deed covenants, restrictions and agreements set forth in Exhibit A.
- 14. Maintenance and Repair: Concessionaire 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. Concessionaire shall be responsible for the regular maintenance of the systems in the premises including replacing light bulbs, air conditioner filters, and other items which need regular replacement or care. The City shall be responsible for all major repairs to any system on the premises including

the roof which is defined as any repairs which cost more than \$500.00. The City shall have sole discretion to make any such major repairs and should the City elect not to make such repairs, the Concessionaire shall be required to vacate the property should such become inhabitable. Should the City's decide not to make any Major repair claimed necessary by the Concessionaire and the property remains habitable, the Concessionaire shall have the option to continue to use the property until the expiration of the Term.

- 15. Inspection of Concession Areas: Concessionaire shall allow the City Manager representing the City, or his designee and/or the Secretary's designated representative, herein the NPS, at any and all reasonable times to inspect the Assigned Premises, including improvements thereon.
- 16. <u>Indemnity</u>: As further consideration for the License granted herein, Concessionaire agrees:

to assume all risks involved and to be fully responsible for the safety of Concessionaire, its Contractors and Invitees while conducting Activities on the Property and to release, save and discharge City, 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 Concessionaire, 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 Concessionaire and any Contractors and Invitees as a result of the License granted herein; and/or arising from or in connection with the Activities;

to indemnify and hold harmless City 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 Concessionaire, 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;

City shall not be liable for any injury or damage done or occasioned by the actions and operations of Concessionaire under this License, and Concessionaire 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 subject to this Agreement.

Concessionaire shall defend (if required by City), indemnify and hold harmless City, and its employees, designated agents, any other representative of the City 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, Concessionaire, any Contractors, Invitees, or any other person on the Property because of Concessionaire, whether invited or uninvited, (ii) the performance of any obligations pursuant to this Agreement by Concessionaire or any Contractor or Invitees, (iii) any failure of Concessionaire to perform its obligations hereunder or comply with the terms and conditions hereof or (iv) any breach of Concessionaire's representations set forth in this Agreement.

17. <u>Insurance</u>: Concessionaire Shall be responsible for obtaining and complying with the following insurance requirements;

Liability: Concessionaire shall, at its own expense, provide such public liability insurance that will protect Concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products prepared, and/or sold, which may arise in the operation of the activities conducted under this Agreement or anyone directly or indirectly employed by Concessionaire. All policies shall name the City as a named insured. The public liability insurance shall provide limits of not less than \$1,000,000.00.

Workers' Compensation: If the operation of the Concessionaire's business conducted on the premises requires the Concessionaire to provide worker's compensation insurance under the laws of the State of Florida, the Concessionaire shall provide said insurance to all employees required at all times during the term of this Agreement.

Personal Property: It shall be the Concessionaire's option to obtain fire and casualty insurance on any of its personal property located on the premises.

Concessionaire agrees to name the City as an additional insured on its policy based on the terms set forth herein and provide evidence to the City that insurance is current and any subsequent renewal information.

- 18. <u>Assignment and Subletting</u>: Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the City or possible reversion by the United States.
- 19. <u>Amendment to Concession Agreement</u>: This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition thereto shall be valid unless in writing and signed by both parties with written

- concurrence by the Secretary of the Interior or his/her delegated representative, NPS.
- 20. <u>Laws and Regulations</u>: Concessionaire is aware of and agrees that it will use the Assigned Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or State of Florida and/or any ordinance, rule or regulation of the City now or hereafter made, relating to the use of the Assigned Premises.
- 21. Surrender and Waste: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the Assigned Premises to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted.
  - Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Assigned Premises, and that upon termination of this Agreement for any reason, Concessionaire shall remove any of its personal property within Seven (7) days of such termination.
- 22. <u>Liens</u>: Concessionaire shall keep the Assigned Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
- 23. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.
- 24. <u>Termination</u>: This Agreement shall terminate automatically upon the occurrence of any one or more of the following events:
  - a. Concessionaire materially violates any provision of the Agreement.
  - b. The expiration of the term of this Agreement or any renewal thereof.
  - c. Upon 60 days written notice to vacate. Should City elect to require Concessionaire to vacate upon 60 day written notice. Concessionaire

shall have no remedy or claim at law or equity for damages against the City.

- 25. No Conveyance: Nothing in this Agreement conveys, or shall be construed as conveying, any estate or interest in the Assigned Premises, or in any of the Property described in Exhibit A or paragraph one (1) in this Agreement, from the City to the Concessionaire, nor does this Agreement surrender absolute control over and possession of the Assigned Premises to the Concessionaire. The City, by this Agreement, conveys, and the Concessionaire, by this Agreement, receives only such authority as is set forth in this Agreement, and that may be necessary and appropriate to use the Assigned Premises in a manner that is consistent with the Concession Operation specified herein.
- 26. Jurisdiction, Venue, and Governing Law: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Agreement will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the Laws of the State of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, 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.
- 27. Acknowledgement: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the United States of America to the City, dated July 30, 2013, and recorded in the Public Records of Gulf County, Florida at Book 542, Page 263 (attached hereto as Exhibit A), and the current Program of Utilization (attached hereto as Exhibit B) which governs the use of the Assigned Premises. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. In the event of a reversion as described in this paragraph, Concessionaire-owned personal and real property improvements associated with the Assigned Premises may be subject to seizure, without compensation, by the United States.
- 28. <u>Notice</u>: Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

City:

City Manager, representing the City of Port St. Joe Jim Anderson

305 Cecil G. Costin Sr., Blvd.

P.O. Box 278

Port St. Joe, FL 32457

Concessionaire:

Florida Coastal Conservancy, Inc.

D/B/A The Forgotten Coast Sea Turtle Center

Jessica Swindall

260 Marina Dr., Ste. C-1 Port St. Joe, FL 32456

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

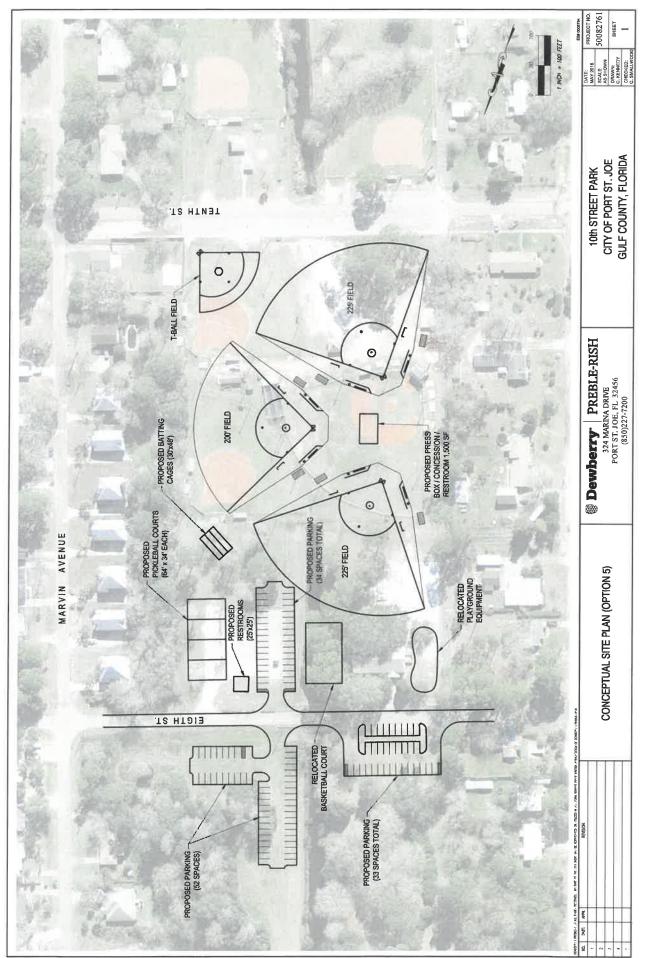
Signature Page Follows

IN WITNESS WHEREOF, the City has authorized its Mayor representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed as of the date first noted above.

BY:			
:-	James "Bo" Patterson Mayor	า	
D/B/A	IDA COASTAL CONS THE FORGOTTEN C essionaire		
BY:			
	Jessica Swindall		
	Director		

CITY OF PORT ST. JOE

# STATE OF FLORIDA COUNTY OF GULF On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally appeared James "Bo" Patterson, representing the City of Port St. Joe, known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand. Notary Public My Commission Expires: STATE OF FLORIDA COUNTY OF GULF On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 before me personally appeared Jessica Swindall, representing the Florida Coastal Conservancy, Inc., D/B/A The Forgotten Coast Sea Turtle Center, known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand. Notary Public My Commission Expires:\_\_\_\_\_





## QUOTE

Date: 05/25/2018

Mike Dunn Painting & Home Repair 601 Woodward Avenue Port Saint Joe, FL 32456 Cell: 229-251-0313

Email: michaelanthonydunn@gmail.com

Bill Kennedy/CRA

**Property:** 

**Light House Keeper's House** 

Description		Amount
Build handicap ramp at the ligt house keeper's house (labor and materials)		7,000.00
Tota	Due \$	7,000.00

Thank you. We appreciate your business!



P.O. Box 456 • Port St. Joe, FL 32457 • 850-229-8385

PROPOSAL

City of PORT ST. JOE Lighthouse- Keepers QUARTERS (Eglin) 5-24-2018

Eglin New RAMP

FNS#All New Ramp To MATCH RAMP

ON existing sleeping Beauty House,

All Treated wood To be constructed

Using S.S. Deck Screws, All wood

Rails shall BC SANded.

HANDRAIL TO MATCH existing Aluminum

Rail ON Sleeping BEAUTY house.

MATERIALS & LABOR

Ger Combs





COMMERCIAL AND RESIDENTIAL Call: 850-340-0674

5/25/2018

Proposal

To Bill Kennedy

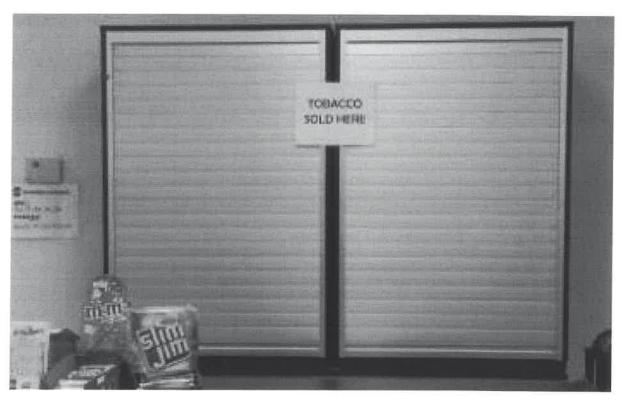
Scope Build handicap ramp to light house gift shop

Labor and material 12,8959.00

# Example of a Power Wall vs Covered Wall?



"Power Wall"



"Covered Wall"

# INCUBATOR BUILDING CAREER SOURCE GULF COAST LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_day of \_\_\_\_\_\_2018 by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, Lessor, and Gulf Coast Workforce Development Board. Inc., doing business as Career Source Gulf Coast, hereinafter called Lessee.

#### WITNESSETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 307 Peters Street, Port St. Joe, FL 32456.

#### **TERMS**

Lessor and Lessee hereby agree as follows:

- 1. The term of this Lease shall begin as of the \_\_\_\_day of\_\_\_\_\_, 2018 and shall end twelve (12) months later. Upon complying with the terms, agreements and tenants hereof, Lessee shall have peaceable possession of the leased premises.
  - 2. The Leased premises includes the Incubator Building.
- 3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises.
- 4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damaged to the premises caused by wind, flood, or other acts of God.
- 5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear expected. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

- 6. Lessor may, at any responsible time during the term of this Lease, inspect the leased premises.
- 7. Should the premises be substantially damaged or destroyed during the term of thi Lease, either party may terminate the Lease.
- 8. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278, 305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32457.

All notices or communication from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mil, postage prepaid, addressed to Lessee at 5230 W. US Highway 98 Panama City, Florida 32401: or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

- 9. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.
  - 10. Either party may cancel this agreement at any time for any reason.
- 11. Fixture and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.
  - 12. No security deposit shall be required by Lessor.
- 13. INDEMNIFICATION: Lessee shall indemnify Lessors 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, licenses or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

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

Signed sealed and delivered In presence of:	LESSOR:
	CITY OF PORT ST. JOE
	James "Bo" Patterson, Mayor
Printed Name of Witness	Attest: Charlotte M. Pierce, City Clerk
	LESSEE:
	CAREERSOURCE GULF COAST
Printed Name of Witness	Kimberly L. Bodine, Executive Director
Printed Name of Witness	

### WASHINGTON GYM LEASE AGREEMENT

THIS LEASE AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_day of \_\_\_\_\_2018, by and between CITY OF PORT ST. JOE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, 305 Cecil G. Costin, Sr., Blvd., P.O. Box 278, Port St. Joe, Florida 32457, Lessor, and Gulf Coast Workforce Development Board, Inc., doing business as Career Source Gulf Coast, hereinafter called Lessee,

#### WITNESSETH:

That subject to the terms and conditions herein contained, Lessor hereby leases to Lessee, and Lessee hereby rents from the Lessor, the following described premises in the City of Port St. Joe, Florida, being more particularly described as follows: 414 Kenney Street, Port St. Joe, FL 32456.

#### **TERMS**

For consideration, the value and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

- 1. The term of this Lease shall be the 15th day of May to the 15th day of August 2018 and for the purposes of the storage room rental, shall end twelve (12) months later. Upon complying with the terms, agreements and covenants thereof, Lessee shall have peaceable possession of the leased premises.
- 2. The Leased premises includes the Washington Gym, including the "Storage Room", and surrounding grounds. (The Lessee will not be responsible for accidents on the Playground, Nathan Peters Park, Outdoor Basketball Court or on the Softball Field except during the Summer Youth Program for the months of June and July).
- 3. Lessee shall pay and be responsible for any and all utilities incurred in connection with the leased premises during the lease period and will further pay the amount of \$50.00 (Fifty dollars) per month for use of the "Storage Room". The first \$50.00 rental payment for the use of the "Storage Room" will be due on May 15, 2018.
- 4. Lessee will provide general liability insurance with extended coverage in an amount of \$500,000.00, naming the City of Port St. Joe, Florida as an additional named insured. The Lessor shall hold Lessee harmless for damage to the premises caused by wind, flood, or other acts of God.
- 5. Lessee leases and accepts the premises, as is, and may make alterations to the building only as agreed upon in writing by the City, at its own expense and at the end of said lease period, the Lessee will return the property to the Lessor in as good as condition as is presently, ordinary wear and tear excepted. Alterations and improvements to the leased premises require Lessor's written consent and shall become the property of Lessor unless otherwise agreed in writing. All

proposed changes from areer

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minor repairs of less than \$250 shall be the responsibility of the Lessee. All major repairs above \$250 shall be reported to the City for inspection and determination of the corrective action that will be needed.

- 6. Should the Lessor during the Lease Term allow the use of the kitchen or Storage Room, where equipment belonging to the Lessee resides, for any special event the Lessor will be responsible for any damage or loss of said equipment/inventory. The equipment and inventory will be inspected by a representative of the Lessee and Lessor prior to any said special event to assess the state of said equipment and to verify inventory count of chairs/tables and other items belonging to the Lessee.
- 7. Lessor may, at any reasonable time during the term of this Lease, inspect said leased premises.
- 8. Should the premises be substantially damaged or destroyed during the term of this Lease, either party may terminate the Lease.
- 9. Any notices of communications from Lessee to Lessor under this agreement shall be in writing sent to Lessor by United States Mail, postage prepaid, addressed to Lessor, or delivered to Lessor, City of Port St. Joe, Florida, at P.O. Box 278, 305 Cecil G. Costin, Sr., Blvd., Port St. Joe, Florida 32457.

All notices or communications from Lessor to Lessee under this Lease shall be in writing and shall be sent to Lessee by United States Mail, postage prepaid, addressed to Lessee at 5230 W. U.S. Highway 98, Panama City, Florida 32401; or delivered to Lessee at 414 Kenney Street, Port St. Joe, Florida 32456.

Any address hereinabove provided for may be changed from time to time by either party hereto by written notice similarly given.

- 10. Lessee shall not assign or sublet the premises, or allow any other person or entity to operate a business, sell merchandise or services, or conduct any commercial activity from the premises without the consent of the City.
- 11. Either party may cancel this agreement at any time for any reason.
- 12. Fixtures and appliances installed by the Lessee shall remain the property of the Lessee and the premises shall be restored to its original condition upon their removal unless otherwise agreed upon.
- 13. No security deposit shall be required by Lessor.
- 14. INDEMNIFICATION: Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability, and expense in connection with the 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, licenses, or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, other than equipment or inventory specifically listed in item 6.

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

Signed, sealed and delivered In presence of:	LESSOR:
	CITY OF PORT ST. JOE
	James "Bo" Patterson, Mayor
Printed Name of Witness	Attest: Charlotte M. Pierce, City Clerk
	LESSEE:
	CAREERSOURCE GULF COAST
	Kimberly L. Bodine, Executive Director
Printed Name of Witness	
Printed Name of Witness	

### **DECLARATION OF SEWER LINE EASEMENT**

	THIS EASEMENT, Made and entered into this	day of	_, 2018,
by and	between MAUI LANE LLC; SUNSET POINT DEVE	LOPMENT LLC; and C	CAROL
T. RI	SH, hereinafter jointly referred to as Grantors, and	CITY OF PORT ST.	JOE, a
munic	ipal corporation of the State of Florida, hereinafter refe	erred to as Grantee,	

### WITNESSETH:

That Grantors, for and in consideration of the sum of One Dollar and other good and valuable considerations, to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged have granted, conveyed and assigned unto Grantee, its heirs, successors or assigns forever, an easement over the property described in Exhibit "A" attached hereto, as may be necessary for providing installation, operation and maintenance of a sewer line and lift station and for ingress and egress for purposes related to the operation of the sewer line, said easement being granted under the following terms and conditions:

- 1. **Grantors** are the owners of the property described in Exhibit "A" attached hereto.
- 2. This easement is given to **Grantee** for the purpose of ingress and egress onto the property described above, and for the installation, maintenance, repair and operation of the sewer line and any associated lift station subject to the following:
- A. The sewer line and any associated lift station shall be constructed according to plans and specifications prepared by Southeastern Consulting Engineers, Inc. and approved by Grantee.
- B. **Grantee** will not construct or install any portion of the sewer line and lift station but shall have the right to monitor and inspect any portion of the installation.

- C. Grantee shall accept ownership of the sewer line and lift station upon the successful completion of the installation tying into Grantee's existing sewer system located at Sapodilla Circle.
- 3. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantors have signed and sealed this document the day and year first above written.

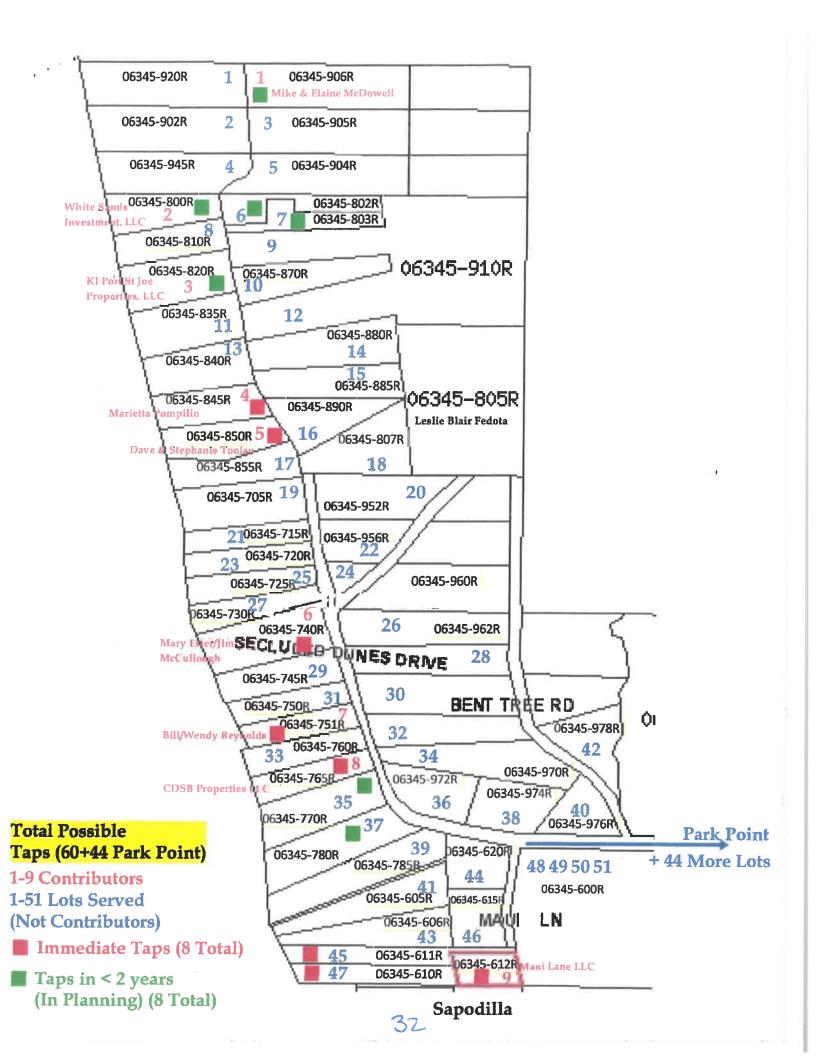
Signed, Sealed and Delivered in the Presence of:	Maui Lane LLC
Witness Signature Printed Name:	By:
Witness Signature Printed Name:	
STATE OF FLORIDA COUNTY OF GULF	
LUEDEDY CEDTIEV 41-4 41:-	
and take acknowledgments, personally app Lane LLC, on behalf of the LLC, known to	day, before me, an officer duly authorized to administer oaths beared as of Maui o me to be the person described in and who executed the perfore me that he/she executed the same, that I relied upon the bove-named person:
and take acknowledgments, personally app Lane LLC, on behalf of the LLC, known to foregoing instrument, who acknowledged be following form(s) of identification of the a	eared as of Maui of me to be the person described in and who executed the person me that he/she executed the same, that I relied upon the
and take acknowledgments, personally app Lane LLC, on behalf of the LLC, known to foregoing instrument, who acknowledged be following form(s) of identification of the all personally known [ ] other	eared as of Maui or me to be the person described in and who executed the person me that he/she executed the same, that I relied upon the bove-named person:

	By:
Witness Signature	Its:
Printed Name:	
Witness Signature	
Printed Name:	
STATE OF FLORIDA	
COUNTY OF	-
person described in and wh	nowledgments, personally appeared, as at Development LLC, on behalf of the LLC, known to me to be the executed the foregoing instrument, who acknowledged before meat I relied upon the following form(s) of identification of the above
[ ]personally known	[ ] other form of I.D
Witness my hand anday of	official seal in the County and State last aforesaid this, 2018.
	Notary Public State of Florida My Commission Expires:

Signed, Sealed and Delivered in the Presence of:	
Witness Signature Printed Name:	Carol T. Rish
Witness Signature Printed Name:	
STATE OF FLORIDA COUNTY OF GULF	
administer oaths and take acknowledgments, be the person described in and who executed	y, before me, an officer duly authorized to personally appeared Carol T. Rish, known to me to the foregoing instrument, who acknowledged relied upon the following form(s) of identification
[ ]personally known [ ] other for	form of I.D
Witness my hand and official seal in a day of, 2018.	the County and State last aforesaid this
	Notary Public State of Florida My Commission Expires:

Signed, Sealed and Delivered	
in the Presence of:	City of Port St. Joe
	By:
Witness Signature	By: Bo Patterson, Mayor
Printed Name:	•
	Attest:
Witness Signature	
Printed Name:	
STATE OF FLORIDA	
COUNTY OF GULF	
to be the persons described in and who e	City of Port St. Joe, on behalf of the City, known to me executed the foregoing instrument, who acknowledged to I relied upon the following form(s) of identification of
[ ]personally known [ ] oth	er form of I.D
Witness my hand and official seal, 20	in the County and State last aforesaid this 018.
	Notary Public State of Florida
	My Commission Expires:

THIS INSTRUMENT PREPARED BY: Thomas S. Gibson Rish & Gibson, P.A. 116 Sailor's Cove Drive Port St. Joe, FL 32456 Tel: (850) 229-8211 Fax: (850) 227-1619



#### ORDINANCENO,510

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA AMENDING ORDINANCE 455 PROVIDING FOR EXCEPTION 10 THE CAPITAL FACILITY CHARGE: PROVIDING FOR REGULATIONS: PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe adopted Ordinance 455 on September 21, 2010 requiring Capital Facility Fees for connection to City water and sewer lines, and

WHEREAS, the City provides services in areas where there is some distance from the municipal service lines to the property owner connection and a service line must cross multiple properties to provide service to one owner, and

WHEREAS, it is in the best interest of the City and its citizens to encourage consolidated use of service lines in situations described herein.

NOW THEREFORE, he it enacted by the citizens of the city of Port St. Joe, Florida,

- Section 1. An individual property owner who installs a water and or sewer line connecting to any water or sewer services at their own expense, will be given a waiver of Capital Facility lees with the following conditions:
- a. Any line from the City main line to the property owner's property line must be accessible by no fewer than four additional, buildable parcels.
- b. Any such service line must be installed in either an existing or dedicated utility casement that provides unrestricted ingress, egress and maintenance rights.
- c. The service line shall be the required diameter as determined by the City of Port St. Joe. Should it be determined that the service line be larger than 2", a Florida Department of Environ mental Protection permit may be required and it shall be the individual's responsibility to obtain the permit. The City of Port St. Joe will have to be the entity to sign the permit.
- d. Any and all materials and or work required to install the service line must adhere to the City of Port St. Joe's standard low-pressure sewer requirements and shall be paid for by the individual.
- As built drawings of the installed service line shall be provided by the installer to the City prior to the City of Port St. Joe taking ownership of the lines.
- f. Only one water Capital Facility Fee and one sewer Capital Facility Fee shall be allowed per line,

Section 2. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby

Section 3. Severability. If any section, subsection, sentence, clause or provision of this ordinance is invalid, the remainder shall not be affected by such invalidity.

Section 4 Effective date. This ordinance shall become effective as provided by law.

The Cny of Port St. Joe

Mel Magidson, F

Mayor Commissioner

ATTEST:

Charlotte M. Pierce

City Clerk

Duly passed and adopted by the Board of City Commissioners of Port St. Joe, Florida this 17th day of February 2015.

# Code Enforcement 2018 Activity As of 5/30/2018

	Open	Closed	Total	Increase
Unlawful	7			
Accumulation	70	87	157	29
Substandard				
Structure	9	5	14	
	1			
Abandoned	4.5			
Vechicle	16	7	23	1
Unlawful	7			
Sewer				
Land regulation	]			
Violation	5	10	15	
	•		17	
Business Lic.				
Violation	20		20	
Special Master	1			
Hearings				
Building	1			
Demolition	5		5	
Waste				
Violation	43	133	176	11
	1			
Sign				
Violation	5	17	22	
Total	173 Total	259 Tot	tal 432 Total	41
10ta1	275 1000	233 101	- 432 TOTAL	41