

**July 2, 2019  
Regular Meeting  
12:00 Noon  
2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, 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  
12:00 Noon  
2775 Garrison Avenue  
Tuesday July 2, 2019

---

## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 6/18/19

Pages 1-4

### Bldg. Department

- Update

Page 5

### Planning Board

- James Anthony

### PSJRA- Update

### City Attorney

- Boat Slip Rental Agreement

Pages 6-14

## Old Business

- FEMA Damage Assessment Report- Update
- MLK Corridor Zoning Change- Consideration of Adoption on 8/6/19

## New Business

- Commission Meeting Time- Mayor Buzzett
- Solar Energy- Mayor Buzzett
- Police Station- Mayor Buzzett
- DR- 420

Pages 15-16

### Public Works

- Update

### Surface Water Plant

- Chemical Cost

### Waste Water Plant

- Update

### Finance Director

- Update

### City Engineer

- Frank Pate Park Task Order- Update
- Trail Lighting/Upgrades Grant- Update

**Code Enforcement**

- Update

**Page 17**

**Police Department**

- Update

**City Clerk**

- Update

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, June 18, 2019, at Noon.**

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

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of June 4, 2019, and the Joint Workshop with the County on May 30, 2019. All in favor; Motion carried 5-0.

**Swearing in of Elected Officials: Mayor Rex Buzzett, Commissioners Ashbrook and Langston**

Gulf County Judge, Tim McFarland, administered the Oath of Office to Mayor / Commissioner Rex Buzzett while his grandchildren, Gannon and Jack Buzzett and Alatia and Oliva Croker, held the Bible for the ceremony.

Mayor Buzzett present outgoing Mayor Patterson with a plaque of appreciation from the City.

Mr. Patterson thanked those who had supported him during his tenure on the Commission and noted that he had enjoyed his service to the City.

Judge McFarland administered the Oath of Office to Commissioner, Eric D. Langston. His aunt, Cheryl Quinn, held the Bible as his daughter, Kharisma, looked on.

Judge McFarland also administered the Oath of Office to Commissioner David A. Ashbrook who was surrounded by his family as his wife, Joy, held the Bible for the ceremony.

Mayor Buzzett thanked those present for attending, talked about working together as a community, and stated he will be working for the entire City to rebuild and move forward.

Clerk Pierce recognized Mexico Beach Mayor, Al Cathey, former Commissioner and Mayor for the City of Chattahoochee, Jerry Wynn, Mayor Rex Buzzett, and Temple Watson. She shared that the three mayors are members of the Port St. Joe High School Class of '65. Mr. Watson was one of their class sponsors and also their Democracy Teacher that helped them have a great understanding of the subject.

Mayor Buzzett requested a 10 minute recess for guests to be able to leave.

The meeting reconvened at 12:30 P.M.

**Building Department Update – Kelly Simpson** updated the Commission on the number of permits that have been issued by the Building Department since the last meeting: Demolition Permits 0; Residential Reroof 9; Commercial Reroof 0; Residential Remodel 4; Commercial Remodel 0; Temporary Power Poles 1; Electric Service Repair 3; Accessory Structures 1; New Single Family Structures 2; Temporary Structure Permits 0, and Increased Cost of Compliance Letters 0.

**Port St. Joe Redevelopment Agency Update – PSJRA Chairman, David Ashbrook,** did not have any updates for the Commissioners.

**City Attorney –**

*Boat Dockage Agreement Update –*

Commissioner Hoffman voiced his concerns about the document, and asked for additional time to review the proposed agreement.

After discussion, a Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the agreement. Motion carried 4-1 with Commissioner Hoffman voting no.

Staff is to come up with figures for a fair rental fee for the boat owners that are docking at the City bulkhead.

*Mike v/s City of Port St. Joe update –*

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to accept the settlement offer of \$28,500 to dismiss the case. All in favor; Motion carried 5-0.

*Ordinance 558 Marijuana –*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to have the First Reading and advertise Ordinance 558. All in favor; Motion carried 5-0.

Attorney Albritton read Ordinance 558 by Title only.

#### **CITY MANAGER'S REPORT – Jim Anderson**

##### **Old Business**

##### *July 4<sup>th</sup> Events*

##### *July 3<sup>rd</sup> Concert at Nathan Peters Park 12 – 9 PM*

After discussion by Commissioners, Nathan Peters, Jr., and Christy McElroy, a Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to deny the request as all requirement of the application had not been met and there was insufficient security. All in favor; Motion carried 5-0. A flyer for the event was provided by Ms. McElroy and is attached as Exhibit 1.

*July 3<sup>rd</sup> Street Dance –* County Commissioner Sandy Quinn has taken care of this and all paper work has been provided.

##### *July 4<sup>th</sup> Fireworks 10:00 P.M. -*

Fireworks will be displayed from Clifford Sims Park.

##### *July 5<sup>th</sup> Concert at Washington Gym –*

All requirements for this event have been met.

##### *FEMA Damage Assessment Report Update –*

Staff continues to work with the Building Department and Code Enforcement on this. There are 102 letters that will need to be mailed to homeowners once the language for the letters is approved by FEMA.

##### *MLK Corridor Zoning Change – Consideration of Adoption of August 6, 2019 –*

Nathan Peters, Jr., and Amy Rogers shared her concerns that citizens object to this and their voices need to be heard before a decision is made. Chester Davis, Marvin Davis, and Letha Mathews shared of the work that has been done on this project and did not see the need to delay it.

##### *Grant Writer –*

Attorney Albritton continues to work on this and is drafting Continuing Contract language for the agreement.

*Garbage Contract* – Discussions have been held with WastePro about the poor service. They are not agreeable to termination of the contract and have been encouraged to live up to their contract.

*Larry Rich* asked for clarification about the flyer that had been sent out by BCC. He was told that City residents did not have to register with BCC.

*Tan Smiley* questioned if the rates will be going up. The answer to this question was “Yes.”

## **New Business**

*City Representative for the TDC and EDC –*

Commissioner Ashbrook volunteered to be the representative to the TDC and Commissioner Lowry agreed to serve on the EDC.

*Scallop Festival August 30 – September 1*

Mr. Anderson shared the event will be smaller and their application is being worked on.

*RFP 2019-04*

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to award RFP 2019-04, in the amount of \$59,800 to Land Roofing Company. All in favor; Motion carried 5-0.

**Public Works – John Grantland** left the meeting earlier and Mr. Anderson shared that Public Works Employees are working at the Frank Pate Boat ramp, will be working on the Jones Homestead Sewer System, and then get back to the alley between 6<sup>th</sup> and 7<sup>th</sup> Streets for Stormwater Improvements.

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

**Wastewater Plant – Kevin Pettis** was on vacation and Mr. Anderson shared that maintenance will be done this month in lieu of spraying.

**Finance Director – Mike Lacour** noted that he has received the completed 2017 – 2018 Audit and will have it in Staff mailboxes. There were no findings in the Audit. STANTEC is still working on the wholesale sewer rates, May Financials are complete and he will have a rough draft of the budget shortly.

**City Engineer – Clay Smallwood, III**

*Frank Pate Park Task Order Update* – The contractor is making repairs to the North side of the dock and is adding 10' to it.

*Trail Lighting / Upgrades Grant Update* – This is on the Agenda for the next County Commission meeting.

**Code Enforcement** no action was required.

**Police Department – Chief Matt Herring** thanked the Commissioner for standing up for the community on events. He shared there is a special recognition service Sunday at Mt. Carmel Church for all Police Officers, First Responders, and Gulf CI Officers.

**City Clerk - Charlotte Pierce** reminded the Commissioners that their Financial Disclosure Forms are due by July 1, 2019.

**Citizens to be Heard –**

*Chester Davis* thanked the Commission for their help with the Juneteenth event and noted he would like to see more participation from city officials.

*Robert Branch* inquired as to why City workers are maintaining County property.

Attorney Albritton noted there is pending litigation on this issue and advised the Commission not to engage in conversation about it.

Mr. Branch also questioned why the bridge was still out on the walking trail. Mr. Anderson and City Engineer, Clay Smallwood, shared that the bid quote for replacement was approximately \$250,000 and they are looking at other ways to provide a bridge. Mr. Branch also reminded the Commission they were to look out for the interest of the City. Mr. Branch provided proof of ownership of the property and it is attached as Exhibit 2.

*Christy McElroy* shared that Robert Branch was not trying to be controversial, and encouraged the City to let the County use their resources as they are not providing any services. Ms. McElroy provided an email concerning "Ball fields consensus for many in neighborhoods of impact" and it is attached as Exhibit 3.

*Amy Rogers* questioned if the City had any property for FEMA Trailers. Mr. Anderson responded that there is space available at the Beacon Hill Park. Ted Lakey, a FEMA Representative, was in attendance and able to help answer questions.

*Dan Dordy* asked if a site for a new ball field had been selected. Mayor Buzzett reminded him that his choice has always been the "Field of Dreams" area.

#### **Discussion Items by Commissioners**

*Commissioner Langston* asked that repairs be made to the gazebo in Peters Park, and have the flower beds on MLK cleaned up before the July 4 events. He also asked if any progress had been made on the turning lane from Highway 98 onto Avenue C as you come down the overpass. He encouraged the Commissioners to take a look at the situation.

Chief Herring noted DOT will not do a Traffic Study unless there is crash data indicating a need for the study. He shared that if the City wants to do a Traffic Study, the cost is approximately \$8,000.

*Commissioner Ashbrook* did not have anything to update the Commission on.

*Commissioner Lowry* requested that Staff please work on cooling the meeting room down, and noted a water fountain at the Washington Site needs repairing.

*Commissioner Hoffman* stated that air conditioning for the meeting room needs to be a priority. He reminded everyone to vote today for the FL House of Representative District 7 Seat and noted there is a reception at Joe Mama's at 6:30 tonight.

*Mayor Buzzett* shared that he is looking forward to working with Staff and fellow Commissioners, and asked that the time for meetings be on the next Agenda.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to adjourn the meeting at 2:05 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

July 2, 2019

Demolition Permits: 1

Residential Reroof: 11

Commercial Reroof: 3

Residential Remodel: 2

Commercial Remodel: 1

Temporary Power Poles: 1

Electric Service Repair: 2

Accessory Structures: 2

New Single Family Structures: 1

Temporary Structure Permits: 2

Increased Cost of Compliance Letters: 1



## **BOAT SLIP RENTAL AGREEMENT**

**THIS BOAT SLIP RENTAL AGREEMENT** (herein, "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF PORT ST. JOE FLOIRDA, a Florida municipal corporation (hereinafter City"), and

(herein, "Tenant"), who's relevant business information is listed below;

Boat Name \_\_\_\_\_

Owner/Owner's Representative Name \_\_\_\_\_

Business Address \_\_\_\_\_

telephone number: \_\_\_\_\_ cell number: \_\_\_\_\_

The above named agree to the following rental terms:

1. **LEASE.** City leases to Tenant and Tenant leases from City Boat Slip # \_\_\_\_\_ (herein, "Boat Slip" or "Premises"). Tenant agrees to use the Boat Slip solely for the docking or mooring of one (1) boat, which boat is described on Exhibit "A" – Boat Description, attached hereto and incorporated herein by reference, as allowed by the City and for no other purposes and uses whatsoever. Tenant hereby accepts the Boat Slip in "as is" condition.
2. **USE OF PREMISES.** The Premises shall be used for the docking and mooring of a commercial fishing vessel as well ingress and egress for its customers (the "Permitted Use"), and for no other purpose without express consent of City, and shall not be used for any illegal purposes, nor in violation of any regulation of any governmental body having jurisdiction.
3. **TERM AND RENT.** The term of this Lease shall be for a period of \_\_\_\_\_ months, commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.

Rent shall be calculated at \$ \_\_\_\_\_ per foot. All measurements shall extend from the bow of the boat past the motor at the stern of the boat.

Monthly Rent as agreed upon shall be \$ \_\_\_\_\_ per month due, paid in advance. Rent is due on the first day of every month and shall be considered late if not paid by the 5<sup>th</sup> of every month. All late payments shall be subject to a 10% late fee.

4. **INSURANCE AND INDEMNITY.** City shall not be liable for any damage or liability, of any kind, or for any injury to or death of any persons or damage to any property on or about the Boat Slip Property, or personal property of Tenant from any cause whatsoever, except to the extent any such is attributable to City's gross negligence or willful misconduct.

- a. Tenant shall indemnify and save City and City's agents and employees harmless from and against suits, claims, actions, damages, liability, expense, court costs, and attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Boat Slip Property or the occupancy or use by Tenant of said Boat Slip Property or any part thereof, or occasioned wholly or in part by act or omission of Tenant, Tenant's agents, contractors, employees, invitees, or licensees, including any default by Tenant of obligations on Tenant's part to be performed under the terms of this Lease. Tenant shall not be liable for damage or injury occasioned by the sole negligence or willful acts of City or its agents, contractors, servants or employees, unless such damage or injury arises from perils against which Tenant is required by this Lease to insure and then only to the extent of such insurance. In case any action or proceeding is brought against City or City's officers, directors, employees, agents, successors and assigns, by reason of any claims as to which Tenant is obligated to indemnify and save City harmless, Tenant, upon notice from City, shall defend the same at Tenant's expense by counsel approved in writing by City, which approval shall not be unreasonably withheld. Tenant's indemnification obligations under this Section shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnifications in this Section are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.
- b. Except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to the gross negligence or willful misconduct of City, City shall not, without limiting the provisions of Section (a), above, be responsible or liable to Tenant or any of Tenant's agents, employees, sub-tenants, assignees, licensees, contractors or invitees for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage caused by water leakage from any part of the Boat Slip Property or from the pipes, appliances or plumbing works, or by any other cause of whatsoever nature, or loss of property within the Boat Slip Property from any cause whatsoever or any damage caused to the Boat Slip Property, or the public, or caused by construction of any private, public or quasi public work.
- c. Anything in this Lease to the contrary notwithstanding, City and Tenant hereby waive any and all rights of subrogation for themselves and any insurer against each other, their respective agents, officers and employees for any loss or damage that may occur to the Boat Slip Property and to all property, whether real, personal or mixed, located in or at the Boat Slip Property, by reason of any peril to be insured under this Lease regardless of cause or origin, including negligence of the parties hereto, their respective agents, officers and employees. Since the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which had

issued to it property insurance policies, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such coverage by reason of said waivers. If no endorsement is allowed or available to prevent the invalidation of such coverage by reason of said waivers, then such waivers shall not apply in any case which would result in the invalidation of any such policy of insurance. Each party shall notify the other if such party's insurance would be so invalidated and an endorsement of such policy is not available.

- d. Tenant covenants to provide on or before the Effective Date of this Lease and keep in force (at Tenant's cost and expense) during the term of this Lease, the following insurance coverage with respect to the Boat Slip Property:
  - i. Comprehensive general liability insurance and casualty insurance, individually and/or in conjunction with an umbrella policy, covering claims on an occurrence basis, to include contractual liability, and with limits of not less than \$1,000,000.00 combined single limit insurance for bodily injury and property damage. The insurance coverage required under this Section shall, in addition, extend to any liability arising out of the indemnities of Tenant provided for in Section (b), above. In the event Tenant's comprehensive general liability insurance policy shall insure Tenant's ownership or operation of more than one location, then such policy shall contain an endorsement that the aggregate limit of all insurance required under this Section shall apply separately to each location owned or rented.
  - ii. Pollution Liability Insurance. Tenant shall, at its sole expense, during the entire term of this Lease, keep in full force and effect a policy or policies of comprehensive pollution liability and property damage insurance covering the Premises and the business operated by Tenant and any sub-tenants or assignees of the Tenant on or about the Premises. The pollution liability insurance shall not be less than \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs, for any release of any pollutants and/or contaminants, whether released to air, soil or water and whether the release is on or off the Premises. Coverage shall be maintained for two years after the term of the lease.

- iii. Comprehensive Automobile liability (if any automobile is to be used in or around the Boat Slip Property) with limits of liability of not less than \$1,000,000.00 each accident;
  - iv. Workers compensation insurance as required by statute, and Employer's Liability insurance in the amount of at least \$500,000.00 for any one accident or disease;
  - v. Special Form Causes of Loss insurance covering Tenant's trade fixtures, machinery, equipment, furniture, supplies and other personal property of Tenant within the Boat Slip Property against perils included within extended coverage, and coverages against perils including, but not limited to, vandalism and malicious mischief, theft, explosion, and water damage of any type, including sprinkler leakage and bursting and stopping of pipes. Tenant's property damage insurance shall include 100% full insurable replacement value with no coinsurance penalty. Any policy proceeds from such insurance shall be held in trust by Tenant for the repair, reconstruction, restoration or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate;
- e. Tenant's policies shall be endorsed, name City, City's lender, and such other person or firms as shall be specified by City as additional insureds. All insurance coverage required herein shall be with companies and in forms satisfactory to City (companies licensed to do business in the State of Florida with a Best's rating of A-/X or better shall be deemed satisfactory). All such insurance shall contain endorsements that such insurance may not be canceled or amended with respect to City (or its designees) except upon thirty (30) days' prior written notice to City (and any such designees) by the insurance company. Tenant shall be solely responsible for payment of premiums and City (or its designees) shall not be required to pay any premium for such insurance. In the event of payment of any loss covered by such policy, City (or its designees) shall be paid first by the insurance company for City's loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to City at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to City, of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then City may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall reimburse the cost thereof, on demand.
- f. The minimum limits of the comprehensive general liability policy of insurance shall be subject to increase at any time, and from time to time, if City shall deem same necessary for adequate protection. Within thirty (30) days after demand

therefor by City, Tenant shall furnish City with evidence of Tenant's compliance with such demand.

5. **ENVIRONMENTAL COMPLIANCE.** Tenant shall use, and cause its Invitees and any persons on or about the Boat Slip Boat Slip Property at the direction of or because of Tenant, to use the Boat Slip Property only in full compliance with in accordance with all Environmental Laws. Tenant shall not permit the generation, storage, dispersal, release or transportation of any petroleum products or other Hazardous Substance on, in, under or upon the Boat Slip Property. Should Tenant permit fueling of vessels from the Park via mobile fueling services, such provider must have all necessary and required permits for the Florida Department of Environmental Protection Agency and all other governing or regulating entities with jurisdiction of same. Further, Tenant must provide City with a valid and effective copy of the mobile fueling vessel's certificate of insurance and other related governmental authorizations to conduct mobile fueling.

For purposes of this Agreement, "Hazardous Substance" means any substance, material or waste of any kind or character which may be dangerous to health or to the environment, or which is or may become regulated as hazardous or toxic waste, pollutants, contaminants or substances, or which requires special handling, storage or treatment, including without implied limitation, all "hazardous matter," "hazardous waste," "hazardous substances," "asbestos," "petroleum products," and "oil" as defined in or contemplated by any Environmental Laws.

The Boat Slip Property is an Environmentally Sensitive Area. Pursuant to the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 – prohibiting discharge of untreated sewage) and all other Federal, State, County and municipal laws and regulations, no person shall discharge oil, spirits, inflammable liquids, any foreign substance or oil bilge water into the Marina. Refuse shall not be thrown or otherwise disposed of into the Marina waters. All refuse and waste (with the exception of motor oil, batteries, gas, diesel, or other hazardous material) shall be disposed of properly and not on the Boat Slip Property or Licensor's Marina.

Upon becoming aware of any environmentally related issues which could detrimentally impact the Boat Slip Property, Tenant shall immediately notify the City of such and forthwith, diligently and expeditiously remediate such violation or contamination in full compliance with all Environmental Laws, all requirements of any such governmental authorities. Tenant, at the cost and expense of the Tenant, may have such environmental audits performed to determine whether or not any such remediation has been so completed. If Tenant shall fail to commence any such remediation as provided herein or, after commencing such remediation fails to immediately, forthwith, diligently and expeditiously complete such remediation, City shall have the right but not the obligation to perform and complete such remediation and Tenant shall reimburse City for the cost thereof together with lawful interest thereon.

6. **IMPROVEMENTS.** Tenant shall not undertake any improvements on Premises without the express written consent of the City.



7. **TAXES AND SERVICES.** Tenant agrees to pay all applicable sales tax and all other governmental taxes related to the Agreement, regardless of whether described in this Agreement or not. Tenant agrees to pay for all services provided related to the Agreement (herein, "Services") in accordance with the rates established by City, from time to time. All fees and charges for Services shall be payable in advance unless otherwise agreed to by both parties.
8. **ASSIGNMENT.** Tenant shall not assign or sublet this Agreement. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by City.
9. **OWNERSHIP BY CITY.** Tenant acknowledges and agrees that the real property to which the Boat Slip is attached is exclusively owned by the City and, therefore, the Boat Slip and its use thereof are subject to the terms and conditions hereof. Tenant acknowledges and agrees that the tenancy herein created is inferior to and governed by the terms, provisions and conditions contained in the Cooperative Documents, as amended from time to time.
10. **MAINTENANCE OF BOAT.**
  - a) **Maintenance by Tenant.** Tenant shall keep and maintain the Boat and all personal property of Tenant in good state of maintenance and repair and in a slightly, healthy and clean condition, and so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, and having jurisdiction. Painting, scraping, sand blasting, or repair of gear will not be permitted on the Premises.
11. **DAMAGES.** Tenant shall be strictly liable for any and all damages to the Boat Slip, dock and Attached Property and other facilities within the Premises, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, vendors, crew, invitees and/or invitees, or in any way relating to the Boat Slip, the Boat and/or the use thereof.
12. **NO ADDITIONS OR ALTERATIONS BY TENANT.** Tenant shall not make any additions or alterations in or upon the Boat Slip of any nature whatsoever without first having obtained the written consent of the City. Dock boxes are prohibited.
13. **RIGHT OF ENTRY BY CITY.** City, its agents, contractors, vendors and employees may at any time without consent of Tenant enter in and upon and have free access to the Boat Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well maintained condition, and making such repairs to the Boat Slip may deem necessary. City shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency.
14. **NOTICES.** Any notice that either party herein desires or is required to give to the other must be in writing to the addresses listed below:

TENANT

LANDLORD

City of Port St. Joe  
c/o Jim Anderson, City Manager  
305 Cecil G. Costin Sr. Blvd  
Port St. Joe, Florida 32456

15. **DEFAULTS.** In the event that the Tenant defaults in its financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement or applicable law, City shall have the right to:
- (i) Revoke Tenant's Agreement and exclusive use of the Boat Slip;
  - (ii) Terminate this Agreement as provided herein and require the Tenant turn over control of the Boat Slip to the City without any obligation to Tenant, financially or otherwise;
  - (iii) enter upon the Boat Slip and tow and/or remove the Boat from the Boat Slip with prior written notice sent to Tenant by Certified Mail, Return Receipt Requested, and store the Boat at Tenant's sole expense;
  - (iv) exercise any and all other rights and remedies available to City herein.
16. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless City from and against any and all claims, suits, actions, damages, causes of action, release or discharge of fuel, chemicals, waste or other pollutants by Boat or arising during the term of this Agreement, and for any personal injury, loss of life or damage to property sustained in or about the leased premises which arises in connection with the use of the leased premises by Tenant, or Tenant's family members, contractors, invitees or guests, and in connection therewith. Tenant shall also indemnify and hold harmless City from and against all costs, attorney's fees, expenses and liabilities incurred in and about such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any liability, cause of action, lawsuit, orders, judgments and decrees which may be entered therein or therefrom.
17. **TERMINATION.** Either party may terminate this Lease upon not less than thirty (30) days written notice to the other party at its official mailing address. In the event of early termination of this Agreement for any reason, no rent or fee shall be refunded to Tenant. Not later than five (5) days after termination of this Agreement for any reason, Tenant shall vacate the Boat Slip and leave same in condition as good or as better than it was at the beginning of this Agreement, reasonable wear and tear excepted. Should there be an environmental disaster as outlined herein, the City shall have the right to immediately terminate this Agreement without any written notice.
18. **UTILITIES.** City shall make available to tenant, water and electricity.

19. **MISCELLANEOUS PROVISIONS.**

- (a) All understandings and agreements between City and Tenant with respect to the Boat Slip are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated verbally and may be amended or modified only by an instrument in writing signed by Tenant and an authorized officer of the City.
- (b) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement or the Boat Slip shall only lie in courts located in Gulf County, Florida. The prevailing party in any action arising directly or indirectly from this Agreement or Tenant's mooring of the Boat in the Boat Slip shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
- (c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement. All individuals named herein as Tenant are jointly and severally liable for all obligations pursuant to this Agreement. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.
- (d) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. Tenant agrees that the rights of City under this Agreement are cumulative and that any failure on the part of City to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.
- (e) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, City and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

**City of Port St. Joe, Florida.**

By: \_\_\_\_\_



Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant**

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Home	Property
------	----------

Taxes

**Production****Region (Role=**

TRIM Return To Levies Utilities Tax Off  
**Principal Authority) (User= TA33003) (Year=2019) (County=33)**  
 DR-420 DR-420 TIF DR-420 MMP

**Form:** DR-420.aspx **County:** GULF **Principal Authority ID:** 256 **Taxing Authority ID:** 256  
**Levy ID:** 322 **MultiCounty ID:** 0

Entity	Description	Type	County
Principal Authority	CITY OF PORT ST JOE	City	33
Taxing Authority	CITY OF PORT ST JOE	Principal Authority	33
Levy	GENERAL FUND	Local	33

**Status 420:** (5) Principal Authority 420 In Progress **Status 422:** (1) Property Appraiser 422 Assigned

Don't forget to complete the DR-420TIF and DR-420MMP forms.

- **Record Updated Successful**
- **Proposed Millage should match on DR-420 and DR-420 MMP forms.**

Save	Back	Print PDF	Print All PDFs	Millage cap
------	------	-----------	----------------	-------------

DR-420 Form Section I			
1.	Current year taxable value of real property for operating purposes	1.	\$ 271,452,241
2.	Current year taxable value of personal property for operating purposes	2.	\$ 15,786,806
3.	Current year taxable value of centrally assessed property for operating purposes	3.	\$ 362,629
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	4.	\$ 287,601,676
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	5.	\$ 1,202,098
6.	Current year adjusted taxable value (Line 4 minus Line 5)	6.	\$ 286,399,578
7.	Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	7.	\$ 307,812,673
8.	Number of TIF Work Sheets	8.	2
9.	Number of DEBT Work Sheets	9.	0

IS

DR-420 Form Section II			
10.	Prior year operating millage levy (if prior year millage was adjusted then use adjusted millage from Form DR-422.)	10.	3.5914
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10 divided by 1000)	11.	\$ 1,105,478
12.	Amount, if any, paid or applied in prior year because of an obligation measured by a dedicated increment value (Sum of either Line 6c or Line 7a for all DR-420TIF forms)	12.	\$ 0
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	13.	\$ 1,105,478
14.	Dedicated increment value, if any (Sum of either line 6b or Line 7e for all DR-420TIF forms)	14.	\$ 0
15.	Adjusted current year taxable value (Line 6 minus Line 14)	15.	\$ 286,399,578
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	16.	3.8599
17.	Current year proposed operating millage rate	17.	3.5914
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	18.	\$ 1,032,893
21.	Is millage levied in more than one county? (check one)	21.	<input type="radio"/> Yes <input checked="" type="radio"/> No
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP HERE			
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	22.	\$ 1,105,478
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	23.	3.8599
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	24.	\$ 1,110,114
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)%	25.	\$ 1,032,893
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	26.	3.5914
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)	27.	% -6.96

Save

Print PDF

Print All PDFs

Code Enforcement 2019Activity  
As of 6/27/2019

		Open			Closed			Total			Increase
Unlawful Accumulation		48			60			108			14
Substandard Structure		82			12			94			
Abandoned Vehicle		7			5			12			1
Unlawful Sewer											
Land regulation Violation		37			46			83			3
Business Lic. Violation											
Special Master Hearings											
Building Demolition		5			63			68			
Waste Violation		13			41			54			3
Sign Violation		1			495			496			9
	Total	193	Total		722	Total		915	Total		30