

**October 15, 2024
Regular Meeting
12:00 Noon**

**City Commission Chambers
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
Steve Kerigan, 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

****Amended Agenda***

12:00 Noon

October 15, 2024

Call to Order

Consent Agenda

Minutes

- Regular Meeting 10/1/24
- Special Meeting 10/9/24

Pages 1-5

Pages 6-7

Planning Board Recommendations

- Parcel #03040-010R, Kelly & Lisa Forehand
 - Ordinance 613 Future Land Use Map Amendment
1st Reading

Pages 8-19

City Engineer

- Update

City Attorney

- **Ordinance 614 Food Truck Amendment**
 - **First Reading**

Old Business

- City Projects
- MLD Architectural Task Order- New Municipal Complex (Design Only)

Pages 20-21

Page 22

New Business

- Shift Differential Pay- Comm. Hoffman
- Emergency Closure Pay- Comm. Hoffman
- 1% Tourist Development Tax- Comm. Hoffman

Public Works

- Update

Surface Water Plant

- Update

Wastewater Plant

- RFP 2024-17 Bar Screen Wastewater Treatment Plant

Page 23

Finance Director

- **FEMA- Update**
- **CDBG-DR Grant Amendment Three**
- **Grants Reimbursement- Update**

Pages 24-28

Code Enforcement

- **Update**

Police Department

- **FDOT Permit Request for the Christmas Parade**

City Clerk

- **Grants- Update**
- **Resolution 2024-12 Rental Fees**
- **Rental Agreement**

Pages 29-30

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

ORDINANCE NO. : 614

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 597 TO ADD MOBILE FOOD DISPENSING VEHICLES THAT ARE LICENSED/PERMITTED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) TO THOSE VEHICLES THAT ARE ALLOWED TO OPERATED IN PORT ST. JOE PURSUANT TO ORDINANCE 597 AND AS LATER AMENDED BY ORDINANCE 598; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Governor of the State of Florida signed into law the Occupational Freedom and Opportunity Act (SB474/HB1171) (“Act”), which became effective on July 1, 2020; and

WHEREAS, the Act created Florida Statutes Section 509.102-Mobile Food Dispensing Vehicle (“MFDV”) preemption in which a municipality, county or other local government entity may not require a separate license, registration, permit or fee from MFDV’s and may not prohibit MFDV’s from operating within the entirety of the jurisdiction; and

WHEREAS, the City, in response to Section 509.102 Florida Statutes and two public workshops wherein they elicited input from the public, enacted City of Port St. Joe Ordinance 597; and

WHEREAS, after the enactment of Ordinance 597 the City amended Ordinance 597 via Ordinance 598 to exclude MFDV’s from Reid Avenue; and

WHEREAS, after the enactment of Ordinance 597 and 598 the City has determined that it is in the best interests of the health, safety, and welfare of the residents of and visitors to Port St. Joe to amend Ordinance 597 again with this Ordinance as set forth below; and

NOW THEREFORE, be it enacted by the City Commission of the City of Port St. Joe, Florida, that:

1. Port St. Joe Ordinance 597 shall be amended as follows:

Section 2 shall add the following paragraph to the current definition of Mobile Food Dispensing Vehicles:

Mobile Food Service Establishments that are regulated by the Florida Department of Agriculture and Consumer Services (FDACS) which require a “Annual Food Permit” issued by FDACS shall be considered a Mobile Food Dispensing Vehicle under this Ordinance.

Section 3(A)(1)(a) shall now state as follows:

- a. The Department of Business and Professional Regulation (DPBR) “Mobile Food Dispensing License” or Department of Agriculture and Consumer Services “Annual Food Permit”.
2. All other provisions of Port St. Joe Ordinance 597 not amended herein shall remain in full force and effect as written in said Ordinance.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. If a court of competent jurisdiction hold any of the provisions of this Ordinance invalid the remaining provisions shall remain in full force and effect.
5. This Ordinance shall take effect immediately upon its final adoption by the City Commission of Port St. Joe, Florida.

PASSED AND ADOPTED BY THE CITY COMMISSION OF PORT ST. JOE, FLORIDA THIS _DAY OF _____ 2024.

**BOARD OF CITY COMMISSIONERS
PORT ST. JOE, FLORIDA**

REX BUZZETT
MAYOR-COMMISSIONER

ATTEST:

CHARLOTTE PIERCE, CITY CLERK

APPROVED AS TO FORM:

CLINTON T. McCAHILL, CITY ATTORNEY

BUSINESS IMPACT ESTIMATE FOR CITY OF PORT ST. JOE ORDINANCE 614

PROPOSED ORDINANCE'S TITLE:

ORDINANCE NO.: 614

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA, AMENDING ORDINANCE 597 TO ADD MOBILE FOOD DISPENSING VEHICLES THAT ARE LICENSED/PERMITTED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) TO THOSE VEHICLES THAT ARE ALLOWED TO OPERATE IN PORT ST. JOE PURSUANT TO ORDINANCE 597 AND AS LATER AMENDED BY ORDINANCE 598; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. The City of Port St. Joe is of the view that a business impact statement is not required for this ordinance by state law more particularly the exemption provided by Section 166.041(c)(1), Florida Statutes, which provides an exemption if “(t)he proposed ordinance is required for compliance with Federal or State Law or regulation.”

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Port St. Joe hereby publishes the following information.

1. Summary of the proposed ordinance:

Ordinance 614 is an ordinance amending ordinance 597 to include Mobile Food Dispensing Vehicles that are licensed/permited by the Florida Department of Agriculture to the definition of Mobile Food Dispensing Vehicles contained in ordinance 597.

2. The direct economic impact is indeterminate but could be a net positive because it is increasing the number of Mobile Food Dispensing Vehicles in the city. Compliance costs for businesses operating pursuant to this ordinance are negligible. No new fee is created by the proposed ordinance. Any regulatory costs of the city to enforce this ordinance are negligible.

3. A good faith estimate of the number of business likely to be impacted by the proposed ordinance is unknown because the number of potential vendors who may now qualify under this ordinance is unknown.

RESOLUTION NO 2024-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE ADOPTING A SCHEDULE OF FEES, CHARGES AND EXPENSES RELATED TO PROGRAMS AND FACILITIES PROVIDED BY THE CITY OF PORT ST. JOE, PROVIDING FOR REPEAL OF ANY RESOLUTION IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Port St. Joe, Florida provides numerous facilities and programs for the benefit of the public; and

WHEREAS, these programs and facilities require considerable expenditure of public funds; and

WHEREAS, it is appropriate for the actual users of these facilities and programs to bear a portion of the costs thereof; and

WHEREAS, it is in the best interest of the City Commission and the people of the City of Port St. Joe to adopt a schedule of fees, charges and expenses;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Port St. Joe, Florida as follows:

1. The City Commission hereby adopts the schedule of fees, charges and expenses attached hereto as Exhibit "A" for programs and facilities described therein.
2. Resolutions or other schedule of fees, charges and expenses of any kind associated with City programs and facilities adopted prior to the date hereof is repealed.
3. This Resolution is effective immediately upon passing.

THIS RESOLUTION ADOPTED this ____ day of October, 2024.

CITY COMMISSION OF THE CITY
OF PORT ST. JOE, FLORIDA

BY: _____
Rex Buzzett, Mayor-Commissioner

Attest: _____
Charlotte M. Pierce, Auditor/Clerk

EXHIBIT A: RECREATION PROGRAMS AND FACILITY FEE SCHEDULE
CITY OF PORT ST. JOE

RECREATION USER FEES

FACILITY FEES

PROGRAM LOCATION/AREA	ACTIVITY	USER FEE
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Commercial (Corporations or Businesses)	\$1,000.00 Reimbursable Security Deposit plus \$1,500.00 (+tax) per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Individuals and Groups	\$1,000.00 Reimbursable Security Deposit plus \$400.00 (+tax) per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Civic/Non Profit *proof of 501(c)(3) or tax exempt status required	\$1,000 Reimbursable Security Deposit plus \$100.00 per day
Centennial Building Washington Gym Rental Rental time: 12 pm (noon) day prior to event to 12 pm (noon) day after event	Facility Rental Government Entity or Bereavement	\$1,000 Reimbursable Security Deposit plus \$100.00 per day
STAC House Building Rental	Facility Rental Birthday Parties	\$200.00 Reimbursable Security Deposit plus \$100.00 (+tax) per day
Maddox Park or Core Park Rental	Park Rental	\$200.00 Reimbursable Security Deposit plus \$100.00 up to \$1,000.00 (+tax) per day
City Hall, Maddox Park, or Core Park Pavilion Rental	Pavilion Rental	No Fee Permit Required
Frank Pate Park	Boat Launch Fee	City Property Owner - No Fee County Property Owner - No Fee Out-of-County - \$20 per day; \$100 Annual Pass

ADMINISTRATIVE FEES

Code Enforcement	Special Pick Up Admin Fee	\$25.00 per pick up
Administrative	Lien Search Fee	\$25.00 per search
	Procurement Search Fee	\$50.00 per search
Waste Water (In City Haulers)	Dumping Fee	\$55.00 per 1,000 gallons truck capacity
Waste Water (Out of City Haulers)	Dumping Fee	\$100.00 per 1,000 gallons truck capacity

updated 10/14/2024

**AGREEMENT FOR TEMPORARY USE OF CENTENNIAL BUILDING
CITY OF PORT ST. JOE, FLORIDA**

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

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

DATE(S) REQUESTED: _____ TIME(S) OF EVENT: _____

TYPE OF EVENT IN DETAIL: _____

PROPOSED # OF PEOPLE ATTENDING EVENT: _____

Please check the following boxes that apply to your event: Alcohol Artists/Vendors Tax Exempt

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

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

1. The City shall:

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

2. The User shall:

- a. Take the premises as they are found at the time of occupying by the User.
- b. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and materials owned by the User. The City assumes no liability for the User's equipment and materials.

- c. Not re-assign this agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purpose other than that herein specified, without written consent of the City.
- d. Indemnify the City and hold it harmless from any liability, including court costs and attorney fees which result from any of the activities which occur on the property during the term of this Agreement. In the event that the User's use of the premises includes a performance or performances which might be subject to a license fee payable to any organization such as ASCAP or BMI, the User shall be responsible for such fee and will indemnify and hold the City harmless in the event that any such fee is assessed against the City.
- e. Not load or unload any equipment, furniture, tables, or chairs through the front entrances. The User acknowledges that only the side doors may be used to load or unload aforementioned items.

3. Payment of Charges:

- a. All payments and deposits must be made by check or money order payable to the "City of Port St. Joe" and paid in full before the facility is reserved.
- b. All payments will be delivered to the City as of the date of the execution of this Agreement.
- c. Attached hereto as Exhibit "A" is the fee schedule for use of these City facilities.

4. The following Regulations shall be followed:

- a. Activities will not be permitted between 12:00 a.m. (midnight) and 6:00 a.m. without prior permission from the Commission.
- b. The City equipment will not be taken from the premises under any conditions and in the event any equipment is found missing, the User is responsible for its replacement costs.
- c. Alcohol Permits and/or Certificates of Liability Insurance must be provided to the City before rental when alcohol is allowed at the event.
- d. Certificates of Liability Insurance must be provided to the City before facility is reserved for all large events.
- e. A trash plan must be in place for all events and given to the City at the time the facility is reserved.
- f. A security plan must be in place for all large events and given to the City at the time the facility is reserved.
- g. All lineups of artists and/or vendors must be provided to the City at the time the facility is reserved.
- h. The premises shall not be marked upon, painted, cut, drilled, taped, glued, nailed or screwed into, or in any way defaced on the walls, ceiling, partitions, stage, drapes, window coverings or floors of the premises or buildings. Any defacement, damage, or injury caused will be the responsibility of the User who signed this application.
- i. All chairs and tables must have rubber tips to protect the floor.

5. Deposit Guidelines:

- a. Deposits will be cashed immediately, and a refund check will be issued once the following items have been addressed after the rental date(s).
 - i. All lights were turned off after the event
 - ii. All A/C Heating units must be turned back up to a temperature of 77°
 - iii. All trash and decorations have been removed and placed in outside dumpsters
 - iv. The premises have been left secured
 - v. No damage to the property
 - vi. All the tables and chairs were folded and returned to the location where they were found. *Do not remove table and chairs from premises – make any party planners aware they are the property of the City*

- vii. Keys must be returned to City Hall no later than 12:00 p.m. (noon) the day after the event. If the event occurs on a weekend, there is a drop box behind City Hall where the keys can be returned.

All buildings are inspected by a city employee prior to, and after each event. Items not found in satisfactory condition after the event will result in a forfeiture of the deposit.

Deposits will not be returned on cancellations unless requested 30 days before the scheduled rental

6. Acknowledgement:

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

User Printed Name

Date

User Signature

For Office Use Only

Approving Authority

Date