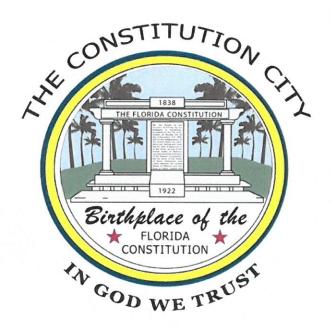
January 6, 2015

Regular Public Meeting 6:00 P.M.

Commission Chamber City Hall Port St. Joe, Florida



# City of Port St. Joe

Mel Magidson, Mayor-Commissioner William Thursbay, Commissioner, Group I Bo Patterson, Commissioner, Group II Phil McCroan, 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. City Hall Commission Chamber Tuesday January 6, 2015

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Consent	Agenda

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Regular Commission Meeting 12/16/14

Pages 1-4

# **City Attorney**

- Port Authority Update
- Shipyard Cove, LLC Lawsuit

# **Old Business**

- Gulf Aire Sewer Proposal Page 5
- Gulf Pines Hospital Demolition- Update
- Gulf Pines Lot Sales- Comm. McCroan
- Benny Roberts Park FRDAP Grant- Update
- Impact Fees- Discussion
- CIP Plan Update

## **New Business**

- Building Lease/Purchase Agreement- Southerland Family Funeral Homes
   Franchise Fee Agreements
   Pages 6-21
   Pages 22-34
- Commercial Cardboard Pick-up- Comm. Patterson
- City Commission Chambers- Comm. Patterson
- Equipment Surplus

Page 35

- Fee Waiver Request
  - Gulf County Library Fundraiser

Page 36

## **Public Works**

• Water Distribution Phase II-Update

#### Surface Water Plant

Update

# Waste Water Plant

Update

# City Engineer

Update

# **Code Enforcement**

Update

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# **Police Department**

• Update

# **PSJRA**

- FRDAP Status
- Phase I Dead Palms Status
- Victor Stanley Benches Warranty Status

# City Clerk

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 IN THE COMMISSION CHAMBER AT CITY HALL, December 16, 2014, AT 6:00 P.M.

The following were present: Mayor Magidson, Commissioners Buzzett, McCroan, Patterson and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce and Attorney Tom Gibson were also present.

#### **CONSENT AGENDA**

#### **Proclamations**

Port St. Joe High School Football Team

Mayor Magidson read a Proclamation recognizing the Port St. Joe High School Football Team and Coaches as the Class 1A State Champions and proclaiming this week as Tiger Shark Week.

St. Joe Hero - Tony Clemons

In recognition of his heroic deed of entering a burning home to rescue a resident on October 20, 2014, Mayor Magidson presented Mr. Clemons with a Proclamation and expressed the City's appreciation for his selfless and successful endeavor.

#### **Minutes**

A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to approve the Regular Minutes of December 2, 2014. All in Favor; Motion carried 5-0.

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to approve the Workshop Meeting of December 2, 2014. All in Favor; Motion carried 5-0.

## **CITY ATTORNEY - Tom Gibson**

Gulf Pines Hospital – The contract has been received from D. H. Griffin Wrecking Co., Inc. Mr. Gibson is reviewing several comments that were noted. A Motion was made by Commissioner Thursbay, second by Commissioner McCroan, to approve the contract with D. H. Griffin Wrecking Co., Inc., in the amount of \$156,205 for RFP 2014-07. All in Favor; Motion carried 5-0.

Port Authority Update - Mr. Gibson noted that FL DEP will issue a variance for dredging and by the end of the year he anticipates having a Notice of Intent. The Corps of Engineers is a little behind on their permits.

Shipyard Cove, LLC Lawsuit – The City has been served with a lawsuit and will need to file a response. FL League of Cities has advised that since there is no request for monetary settlement, no representation will be provided by them. A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, for Mayor Magidson to represent the City and file the response. All in Favor; Motion carried 5-0.

Mr. Gibson noted the high activity of children on the abandoned sail boat in St. Joe Bay during the Scallop Festival and shared his concerns about the vessel. The Florida Wildlife Commission has delivered the papers for removing the boat and he will be talking with Jim Townsend about having it removed.

#### CITY MANAGER'S REPORT - Jim Anderson

#### **Old Business**

Gulf Aire Sewer Proposal – A Handout was provided for review of the analysis performed by Roberson and Associates, P. A., of the proposal from Mr. Seifert.

Christmas on the Coast – Mr. Anderson and the Commission expressed their thanks to employees for their involvement in making the Christmas Parade such a success.

Highway 98 Golf Cart Crossing – Mr. Anderson shared that a Traffic Study will be required by FDOT for the proposed location. A Traffic Count is currently being done by Preble Rish on the existing crossing. A Workshop will be held in the next few months to discuss the possibility of a one time assessment fee for the proposed location study and the possibility of annual fees for recurring cost with the crossings. A letter will be sent to all Golf Cart Permit holders advising them of the Workshop and possible fees.

Benny Roberts Park FRDAP Grant – Mr. Anderson noted that the Tenth Street Park T-Ball Field is looking good and work is continuing on the park.

Legislative Budget Request – A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to submit a request mirroring Gulf County for the following: Beacon Hill and Cape San Blas Sewers in the amount of \$2,000,000 each; Dredging for the Port of Port St. Joe \$20,000,000. The City will also request \$2,000,000 for the paving of Long and Garrison Avenues. All in Favor; Motion carried 5-0.

Avenue D Sidewalks - Commissioner Thursbay shared that he is still working on this project and has not forgotten about it.

Impact Fees Discussion – Staff continues to work on this and anticipates having a draft Ordinance in several weeks for a Fee Waiver in lieu of future service.

#### **New Business**

Building Rentals for Funerals - This was Tabled and will be addressed at a later date.

Fee Waiver Request of Farica Gant – A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to grant the request for Dance Kraze "ACU" Inc., to have a Dance Camp from December 15 – 19, 2014 and a Youth Dance Fundraiser on December 25, 2014, at the WIG Building. All in Favor; Motion carried 5-0.

Police Chief Position – Matt Herring was introduced as the new Chief of Police. He expressed his appreciation to the Commission for the opportunity to serve in this capacity and is looking forward to working with the City. Chief Herring's first official day of work will be January 1, 2015.

PACES Foundation Request – A Motion was made by Commissioner Thursbay, second by Commissioner Patterson, to allow PACES to apply for funding of 40 additional units for Senior Citizens at their proposed new housing development. All in Favor; Motion carried 5-0.

New Year's Eve Fireworks – The Gulf County TDC will be providing New Year's Eve Fireworks on December 31, 2014, at 10:00 P.M. The trolley system will also be in service for the evening.

CIP Plan Update – Copies were distributed to Commissioners and Staff for their review. Department Heads of Public Works, Surface Water Treatment and Wastewater Treatment Plants were asked to review the plan for their respective departments.

# Public Works - John Grantland

Water Distribution Phase II Update – Mr. Grantland expressed his appreciation to employees in the Public Works Department for their work this year. There have been numerous project in the department this year, many have been complex but a great job has been done on all of them.

Interconnects have been made on the remaining water line replacements, the Kenney's Mill Road area and the Oak Grove Interconnect should be completed this week. He will be working with the C. W. Roberts Company on the Bridgeport area.

## Surface Water Plant - Larry McClamma

Mr. McClamma did not have anything to report.

#### Wastewater Plant – Lynn Todd

Ms. Todd did not have any issues to discuss.

#### City Engineer - Clay Smallwood, III

Mr. Smallwood shared that the traffic count on the existing Golf Cart Crossing would be completed today.

#### Code Enforcement

Mr. Burkett's report was reviewed, no action was taken.

# **Police Department**

There was not a representative of the Police Department at the meeting.

#### Port St. Joe Redevelopment Association (PSJRA) - Gail Alsobrook

Copies of the October 21, and November 18, 2014, Meeting Minutes were provided.

Ms. Alsobrook shared that the Port Theatre Art and Culture Center Grant was recommended for 100% funding by the Florida Historical Commission in the FY 2016 Special Category Grant Application Cycle.

Commissioner Thursbay inquired about the playground equipment for the Washington Gym. Ms. Alsobrook will be checking on this.

#### City Clerk – Charlotte Pierce

Clerk Pierce reminded the Commission that City Hall would be closed on Wednesday, December 24; Thursday, December 25 and Friday, December 26, 2014. If service is needed, citizens may call the Gulf County Sheriff's Department non-emergency number, 227-1115, for assistance.

Mrs. Pierce thanked the City employees for their help with the Christmas Parade and noted that the Phase III Cape San Blas Lighthouse Relocation Grant was recommended for 100% funding by the Florida Historical Commission in the FY 2016 Special Category Grant Application Cycle.

#### Citizens to be Heard

Christy McElroy updated the Commission on the current status and activities of the Gulf County Economic Development Committee. She also provided handouts to the Commissioners.

# **Discussion Items by Commissioners**

Commissioner Thursbay shared his concerns about Franchise Fees and that a local business is not paying their share. He asked that Commissioners review Ordinance 155.

Commissioner Patterson is still concerned about the problems with the intersections on Highway 71 not being properly repaired. He wished everyone a Merry Christmas and a Happy New Year.

Commissioner McCroan noted that he had spoken with Mrs. Emma Guillot concerning the Mausoleum at Holly Hill and shared that there is an awning seam leak and that all crypts are protected.

He also shared there is a great interest in having the lighthouse relit. Mr. Anderson has discussed this with Mr. Butler of Duke Energy and they are looking at the possibilities for electrical service. Commissioner McCroan wished everyone a Merry Christmas.

Commissioner Buzzett asked if the contract with Waste Pro had been signed and Mr. Anderson responded that it had.

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to use BP Funds to pay for a Christmas Greeting in the Star from the City of Port St. Joe. All in Favor; Motion carried 5-0. He also wished everyone a Merry Christmas and a Happy New Year.

Mayor Magidson encouraged everyone to be safe, watch out for dangers and have a Merry Christmas and a Happy New Year.

A Motion was made by Commissioner Patterson, second by Commissioner Thursbay, to adjourn the Meeting at 7:03 P.M.

Approved this day of	2014.		
Mel C. Magidson, Jr., Mayor	<del></del>	Date	
Charlotte M. Pierce, City Clerk		Date	

# ESAD Enterprises, Inc.

509 4th Street

850-227-9875

Port St Joe, FL 32456

December 18, 2014

Mr. Rex Buzzet - Commissioner

Mr. Phil McCroan - Commissioner

Mr. Mel Magidson – Mayor/Commissioner

Mr. Bo Patterson – Commissioner

Mr. William Thursbay- Commissioner

Mr. Jim Anderson - City Manager

Mr. Tom Gibson – City Attorney

# Dear Gentlemen:

Effective this date, I hereby withdraw my offer to the city of Port St Joe to sell the sewer collection system that we own. All proposals that I have made either in writing or verbally are now null and void.

Sincerely,

Frank J Seifert, CFO

This Instrument Prepared by: DERRICK BENNETT, ESQ.
ATTORNEY AT LAW
P.O. Box 2422
Panama City, Florida 32402
(850) 588-8909

# ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made and entered into this 15th day of July, 2014 by and between Holly Hill Funeral Home, LLC, whose address is 2775 Garrison Ave Port St. Joe, FL 32456, hereinafter referred to as "Assignor"; Holly Hill Funeral Home, LLC, whose address is 2775 Garrison Ave, hereinafter referred to as "Assignee"; and City of Port St. Joe, a Florida municipal corporation whose address is P.O. Box 278 Port St. Joe, FL 32457 hereinafter referred to "Landlord".

# WITNESSETH:

WHEREAS, Assignor and Landlord executed that certain Lease Agreement dated September 24, 2010, for that certain commercial land and improvements located at 2775 Garrison Ave, Port St. Joe Florida (herein "Lease");

WHEREAS, Assignor and Assignee have entered into that certain Contract with an Effective Date of July 15, 2014, for the purchase and sale of the assets of the business located on at the property described in the Lease Agreement;

WHEREAS, in conjunction with the closing of said Contract, Assignors agree to assign to Assignee all Assignor's right in and into the Lease;

WHEREAS, pursuant to terms of said Lease Agreement, the consent of Landlord is required to any assignment of said Lease; and

warrants and represents all rents and expenses, delinquent or otherwise, have been paid in full to Landlord, which are presently due and owing under the terms of the Lease Agreement between the parties and Assignor does hereby transfer, assign, and convey unto Assignee herein, all of its right, title and interest in and to said above described Lease.

- 2. Landlord affirms that Assignor is not in default under the terms of the Lease, and no matter exists which, with the giving of notice or the passage of time or both, would result in or constitute a default on the part of Assignor under the terms of the Lease. As of the date of this Agreement all payments required to be made to Landlord under the terms of the Lease have been made.
- 3. Landlord does hereby consent to the Assignment of the Lease Agreement from Assignor to Assignee, which shall consent and authorization shall include but not be limited to the right to exercise the Option to Purchase the property as specified in the Lease.
- 4. Each party warrants and covenants to the other that the persons executing this Assignment are acting with the requisite authority to bind the Assignor and Assignee, respectively. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee, and their respective successors and assigns.
- 5. As related to the Lease, Assignee does not assume any liability for the acts or omissions of landlord occurring prior to the Date of Closing of the Contract, July 15, 2014. All obligations and liabilities of the Landlord under the Lease for acts and omissions occurring July 15, 2014, and thereafter shall be assumed by the Assignee.

Signed, sealed and delivered in the presence of:  Witness as to Assignee  John B. John	ASSIGNOR: Holly Hill Fuheral Home, LLC  BY:  NAME:  Dad Celeva  Its: Manager
	ASSIGNEE: Machriste, Inc.
Stace D. Southerland PRINT WITNESS NAME  Carl A. Hamm Witness as to Assignee  CAROL A. Hamm PRINT WITNESS NAME	BY: Suzanue S. May  Its: 1 P
	LANDLORD: City of Port St. Joe
Witness as to Landlord  Charlotte M. Piene PRINT WITNESS NAME  Mulau Jacan  Witness as to Landlord	NAME: Jim Anderson  Its: City Manager  Approved by C.C. on 8/5/14

Michael Lacow

# LEASE AGREEMENT WITH OPTION TO PURCHASE

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THIS LEASE, made and entered into this 24<sup>th</sup>day of 550; 500 EQ, 2010 by and between the City of Port St. Joe, a Florida municipal corporation ("Landlord") and HOLLY HILL FUNERAL HOME, LLC ("Tenant");

# WITNESSETH:

Landlord, in consideration of the covenants and agreements herein contained, does hereby demise, lease and let unto Tenant, and Tenant does hereby lease, rent and take from Landlord, the real property described in Exhibit "A" (hereinafter called "the premises"), together with a building constructed thereon, situated at 2775 Garrison Avenue, Port St. Joe, Gulf County, Florida, upon the following terms and conditions.

- 1. TERM AND COMMENCEMENT: Tenant shall have and hold the Premises for continuous use and occupancy for and during the term of sixty (60) months from 24 SFP-EMBFA 2010, all subject to the terms, conditions, stipulations, and covenants herein contained; and Landlord covenants to keep the Tenant in quiet possession of the demised premises during said term and any extension thereof.
  - 2. **RENTAL**: Tenant agrees to pay the Landlord according to the terms of the Payment Rider attached hereto as Exhibit "B".
  - 3. **RIGHT TO SUB-LEASE OR ASSIGN**: Tenant shall have the right to assign this Lease or sublease the leased premises (or any part thereof) with the prior written consent of Landlord. The Landlord's consent shall not be unreasonably be withheld.
- 4. **OPTION TO PURCHASE**: In the event Tenant has made all lease payments and has performed all of the terms and conditions of this lease and is not in default, then Tenant shall have the option to purchase the property for the total purchase price of \$240,000.00. There shall be no interest paid on any of the outstanding obligations of Tenant to Landlord. The Tenant shall pay and be responsible for all closing costs, including, but not limited to, title insurance (owner=s and/or mortgagee), document recording fees, survey, documentary stamps, and mortgage costs, if any. Property taxes shall be prorated to the date of closing. Conveyance shall be by warranty deed subject only to exceptions which are acceptable to Tenant in its sole discretion. This option shall be exercised by Tenant by providing written notice to the Landlord within sixty (60) days prior to the end of the lease term. The closing shall occur on or before the end of the lease term and shall be closed at the offices of Rish, Gibson, & Scholz, P.A., 116 Sailor=s Cove Drive, Port St. Joe, Florida, 32456. The Florida Bar Standards for Real Estate Transaction is attached hereto as Exhibit AC@, and by this reference made a part hereof.
- 5. <u>ADDRESSES</u>: For the purpose of notice and/or for payment of rental, the address of Landlord and Tenant until otherwise designated in writing, is stated to be:

# **Landlord**:

City of Port St. Joe P. O. Box 278 Port St. Joe, FL 32457



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Holly Hill Funeral Home, LLC 5907 Highway 22 Callaway, FL 32404

E-mail: brockshometownfh@bellsouth.net

- 6. <u>USE OF PREMISES</u>: The premises may be used by Tenant for any lawful commercial purpose provided that the Tenant complies with all of the restrictions and limitations set forth in this Lease. Tenant shall at all times comply with any of the City of Port St. Joe Land Development Regulations and any governmental laws or ordinances relating to the cleanliness and safety of the demised premises and agrees that the demised premises shall not be used for any unlawful purpose. All refuse, garbage, and waste of whatever character may be temporarily stored out of doors only in closed non-combustible containers and promptly removed from property. Trash storage areas and any containers must be fully screened and located behind the building and well within Tenant's rented area. No part of the premises shall be used or allowed to be used at any time for the manufacture, storage, distribution, or sale of any product which shall unreasonably increase the fire hazard of any adjoining property, or which shall cause a nuisance, or which shall be injurious to products manufactured or stored upon other properties in or have any purpose calculated to injure or which shall injure the reputation of or of the neighboring property.
- 7. <u>ALTERATION OR ADDITIONS</u>: Subject to the approval of Landlord which will not be unreasonably withheld, within four (4) months of the date of this agreement, Tenant will complete improvements, at its expense (estimate to be \$40,000 to \$60,000), to the property described herein. Seller shall have the right to approve the design and construction plans and to approve the general contractor to be used by Tenant in this regard. All work done, whether structural or non-structural, shall be done in a good and workmanlike manner and in compliance with any applicable governmental rules and regulations, and the cost thereof shall be paid by Tenant in cash, or its equivalent. At the expiration of the term of this Lease, any improvements to the property shall be the property of Landlord.
- 8. REPAIRS AND MAINTENANCE: Tenant, at its sole cost and expense, shall during the term of this Lease, promptly repair and at all times maintain in good repair and condition, the exterior foundation, supporting walls, exterior walls, roofs, air conditioning and heating units, and exterior plumbing and plumbing equipment of the building on the demised premises, as well as the exterior parts of said building whether included in the above enumeration or not. Tenant at its sole cost and expense, shall, during the term of this Lease and any extension hereof, promptly repair and at all times maintain in good repair and condition, the interior of the leased premises, including the interior plumbing and plumbing fixtures, interior sewer lines, electrical fixtures and equipment, interior electrical insulation, floors, fixtures, interior painting and decorations, and all mechanical equipment used by Tenant. In the event Tenant shall fail or refuse to repair and maintain said premises as herein set forth, Landlord may, at its option, cause such repairs to be made and bill Tenant therefor and Tenant agrees to reimburse Landlord for such costs.

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- 9. <u>UTILITIES</u>: Tenant shall pay all service charges for water, sewer, telephone, electricity, gas and garbage service, and any other utilities including taxes thereon, used on or in the demised premises, and Tenant agrees not to permit any lien or claim to be filed against the leased premises by reason of any such charges.
- loss, cost, damage, or expense caused by injuries to persons or property while in, on, or about the demised premises, and Landlord is hereby released of all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, wind, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any cause whatsoever, unless said damage or injury be caused by or be due to the negligence of Landlord, or Landlord's failure to repair promptly after notice. Landlord, its agents and representatives, during business hours may enter the demised premises for the purpose of inspection thereof and making any repairs or replacements as provided for herein.
- 11. **INSURANCE**: Tenant agrees during the term of this Lease and any extension hereof to keep the building (including the demised premises) insured to its full insurable value against loss or damage by fire, lighting, windstorm with extended coverage perils. If the leased premises or any part hereof is partially substantially destroyed by fire or other casualty, then Landlord may, at its option, promptly rebuild or replace the same at its sole cost and expense in as good condition as it was prior to such fire or other casualty and the parties agree that there shall be a just and proportionate abatement in the rent from the date of such damage or destruction until Landlord repairs or restores such building and delivers possession thereof to Tenant. If Landlord shall decide not to restore or rebuild the demised premises, Landlord may, within sixty (60) days after such fire or other cause, give Tenant notice in writing of such decision and thereupon the terms of this Lease shall expire. Tenant shall be wholly responsible for insuring its personal property and contents of premises.
- 12. <u>TAXES:</u> Tenant agrees to pay all taxes on personal property, including fixtures and equipment owned by Tenant and located in and upon the demised premises. Tenant further agrees to pay all taxes levied upon the real property and improvements during the lease period. Tenant=s obligation to pay Tenant=s portion of the taxes shall be within thirty (30) days of Tenant=s receipt from Landlord of a copy of the tax bill for the Premises.
- 13. **SURRENDER OF PREMISES**: Unless Tenant exercises the option described in paragraph 4, Tenant shall at the termination of this Lease, peacefully quit, surrender and deliver up to the Landlord, its successors or assigns, the leased premises in as good condition as they were on the commencement date of this Lease with the exception of the usual wear and tear, fire and the elements, act of God, civil riot, war insurrection, or other unavoidable casualty.
- 14. <u>SIGNS</u>: Subject to the requirements of the City of Port St. Joe Land Development Regulations, Tenant may erect signs on the exterior and interior of the demised premises.

# EXHIBIT "A"



# LEGAL DESCRIPTION

Begin at the intersection of the Easterly right of way line of State Road S-30-A, and the Northerly right of way line of State Road S-384; from this point of beginning, run North along the East right of way line of State Road S-30-A for 250 feet to a point; thence turn 90 right for 200 feet to a point; thence turn 90 right and extend a line to the Northerly right of way line of State Road S-384; thence Westerly along the Northerly right of way line of State Road S-384 to the point of beginning. All lying and being within the City Limits of Ward Ridge, Florida, a municipal corporation located in Gulf County, Florida.

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- 15. **ATTORNEYS FEES**: In the event of default on the part of either party hereunder, the prevailing party in any legal action shall be entitled to reimbursement from the non-prevailing party for a reasonable attorney's fee through all appeals.
- 16. **DEFAULT BY LANDLORD**: If Landlord should default in any of the covenants and agreements contained in this Lease and provided such default is not corrected within fifteen (15) days of receipt of written notice by Landlord from Tenant of such condition, then and in that event Tenant at its option, may:
- (A) Correct such default and deduct any and all cost as a result of such correction from rentals due or becoming due until Tenant is reimbursed in full for cost of such corrections; or
- (B) If said default continues for a period of forty-five (45) days after notice by Tenant, Tenant may cancel this Lease by fifteen (15) days written notice to Landlord.
- **DEFAULT BY TENANT**: Landlord and Tenant agree that in the event Tenant 17. defaults in the payment of the monthly rental, Landlord shall give Tenant written notice by certified or registered mail of such default and Tenant shall have fifteen (15) days from the date of receiving such notice to correct the same. If Tenant fails to correct such default within the said fifteen (15) day period, Landlord may, after giving Tenant one additional five (5) day notice, at its option, terminate this Lease. Landlord shall then have the right, at its option, to re-enter the leased premises, and such re-entry shall not bar the right of recovery of rent or damages for breach of covenants. If Tenant abandons or vacates the premises, its right to the possession of the premises terminates as provided by law, but the Lease terminates only if Landlord so elects. Landlord and Tenant further agree that in the event of any default by Tenant in the performance of any other covenant or agreement herein contained (other than the payment of monthly rental), Landlord shall give Tenant written notice by certified or registered mail of such default. If, at the expiration of thirty (30) days after service of such notice, such default continues, Landlord shall then give Tenant its second notice in writing by certified or registered mail; and five (5) days from receipt of such second notice Landlord may, at its option, terminate this Lease.

ENTERED AND AGREED on the dates below written.

Signed, Sealed and Delivered in the	
Presence of:	CITY OF PORT ST. JOE (Landlord)
(witnesses as to Landlord)	
Mihal D Java	By: MM/as
1 <sup>st</sup> Witness Signature	Its: Na cold
1 <sup>st</sup> Witness Signature Printed Name: Michael D Lalour	Date: 95 4 ,2010
2 <sup>nd</sup> Witness Signature. Printed Name: Rubin Comb	

# EXHIBIT "B"



# PAYMENT RIDER

- A. Tenant shall pay rent as follows:
  - 1. In consideration of the improvements described in Paragraph Seven (7), no rental payments shall be paid during the first twelve (12) months of this agreement.
  - 2. Tenant shall pay \$1,500 per month on or before the first day of each month during the second twelve (12) months of this agreement.
  - 3. Tenant shall pay \$2,000 per month on or before the first day of each month during the third twelve (12) months of this agreement.
  - 4. Tenant shall pay \$2,500 per month on or before the first day of each month for the remaining term of this agreement.
- B. Tenant shall pay a late fee of 5% of the amount of any payment more than five (5) days late.
- C. Tenant shall pay any and all sales tax imposed by the State of Florida on any rental amount.



- C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
- D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction and receive a credit at closing on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.
- E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to which is in accordance with Standard A.
- **F. LEASES:** Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.
- G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.
- **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the real property is located at the office of Seller=s attorney, Rish, Gibson & Scholz, P.A., 116 Sailor's Cove Drive, Port St. Joe, FL 32456.
- I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.
- J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.



#### EXHIBIT "C"

# STANDARDS FOR REAL ESTATE TRANSACTIONS

EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase

money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the real property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

Signed, Sealed and Delivered in the Presence of:

(witnesses as to Tenant)

By:

Its:

Date: 295910, 20

James Anderson

Printed Name: Or Anderson

Printed Name: Or Anderson

2010

He

- k. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
- PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through to the date of closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing.
- M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.



# Coastal Design & Landscape, Inc.

2492 Bayview Drive / Port St. Joe, FL 32456

phone: 850-229-8880 / fax: 850-229-2990

email: angela@coastaldesign.biz

Proposal 14-95

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Name Mr Bart Way, Southerland

Address

507 10th Street

City Phone P5J

State FL

ZIP 32456

Date Order No. 8/15/2014

hk

hone	850-229-8111 bart@southerlandfamily.com		
Qty	Description	Unit Price	TOTAL
	One Time Clean-up		
1	one time cleanup of site - mowing, trimming, weeding, blowing & weed eating as necessary	\$600.00	\$600.0
	8/29/11		
	8/29/14 Parch C/C## 3103		
	3103		
_ P	ayment Details	SubTotal	\$600.00
(9)	50% downpayment balance upon completion		
		TOTAL	\$600.00
	completion date	roval signature:	•

Thank you for the opportunity!



429 South Tyndall Parkway Suite E Panama City, FL 32404

> Phone (850) 215-8030 Fax (850) 215-8086

State of Florida Lic # ER0008507

Invoice #

5579

Date: 9/5/2014

**DUE UPON RECEIPT** 

Job # 23844

Cust # 1359

Southerland Funeral Home 100 E 19TH ST Panama City

FL 32405

THANK YOU FOR YOUR BUSINESS!

Job # 23844

PSJ Southerland Funeral Home

Misc. Repairs.

**Description of Work** 

Price

Job Completion Date: September 3, 2014

PSJ Southerland Funeral Home

Changed (1) Exit combo emergency light in south room. Added wire to get receptacle in south room to work. Added flood bulb to motion dector light. Changed out (12) Ballast and (24) Bulbs in existing fixtures. Added timer in panel room for outside lights. Traced out receptacles in lobby to make work correctly.

**Materials** 

Labor

867.00

29435

670.00

part 10/16/4 des

entered in

Please call or fax the office if you wish to pay by credit card.

Subtotal \$
Sales Tax

1,537.00

0.00

THANK YOU FOR YOUR BUSINESS!

**Amount Due \$** 

1,537.00

lny#,

23844

Cust # 1359

20

# **PHILCO**

111 Stone Dr. PORT ST.JOE, FL 32456 RA0066562

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	Date	Invoice #			
	8/26/2014	1238			

Southerland Family Funeral Homes
100 E 19th st.
Panama City, Florida 32401
Job Port St. Joe

Blue Book

Description	Amount
Replaced blower motor on existing package unit and installed new cond/fan motor on existing air conditionin unit located on chapel.  Multi h/p blower motor.  Multi h/p cond fan motor.  2 pole contactor  Pd C/C# 3104  9/3/14	325.00 140.00 120.46 27.75
1	fotal \$613.21

#### ORDINANCE NO. 153

AN ORDINANCE GRANTING A THIRTY-YEAR FRANCHISE TO FLORIDA POWER CORPORATION, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, ERECT, INSTALL, REPAIR, EXTEND, MAINTAIN AND OPERATE AN ELECTRICAL POWER FACILITY FOR THE PURPOSE OF SERVING ELECTRICITY TO GRANTOR AND ITS INHABITANTS; AND IN THIS RESPECT TO USE THE STREETS, ALLEYS, PARKWAYS AND PUBLIC GROUNDS, GRASS PLOTS, BRIDGES AND VIADUCTS OF THE CITY OF PORT ST. JOE, FLORIDA, FOR THE PURPOSE OF ERECTING, REPAIRING, EXTENDING AND MAINTAINING POWER LINES IN SAID CITY IN CONNECTION WITH ITS SAID BUSINESS, SETTING FORTH THE CONDITIONS AND LIMITATIONS ACCOMPANYING THE GRANT OR FRANCHISE: SETTING FORTH THE REQUIREMENT OF AN ELECTION, PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR FRANCHISE FEES; PROVIDING FOR A FORFEITURE IN THE EVENT OF VIOLATION OF SAID GRANT, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA:

SECTION 1. For a period of 30 years from May 15, 1985, the City of Port St. Joe, Florida (herein sometimes referred to as Grantor) does hereby give and grant to Florida Power Corporation, a corporation organized and existing under the laws of the State of Florida, and to its legal representatives, successors and assigns (herein called Grantee), the right, privilege and franchise to construct, operate and maintain in the said City of Port St. Joe, all electric power facilities required by the Grantee for the purpose of supplying electricity to Grantor, its inhabitants and the places of business located within Grantor's boundaries.

SECTION 2. That with respect to the right, privilege and franchise granted to Grantee in Section 1 above, said Grantee shall have for a period of thirty (30) years the right, privilege, franchise, power and authority to use the streets, avenues, alleys, easements, wharves, bridges, public thoroughfares, public grounds and/or other public places of Grantor as they now exist or may hereafter be construction, opened, laid out or extended beyond the present geographical boundary lines of Grantor.

SECTION 3. The rates to be charged by the Grantee for electric service rendered under this franchise shall be the Grantee's standard public tariffs now in effect or as subsequently approved by the Florida Public Service Commission or such other State

Grantee's standard public tariffs now in effect or as subsequently approved by the Florida Public Service Commission or such other state agency as may have proper jurisdiction under the general laws of the State of Florida.

SECTION 4. The franchise fee to be charged on the effective date of this franchise shall be that fee which will yield to Grantor approximately the same revenue as produced in the prior fiscal year. Under this franchise, there shall be a maximum franchise fee limit of 6% of the commercial and residential revenue less any taxes, licenses or other impositions imposed by City on Grantee.

Any increase above the fee collected during the first year of this franchise, shall be effective only following a public hearing advertised in a newspaper of local circulation at least 10 days before the hearing, and the adoption of a resolution or ordinance following the public hearing.

The effective date for such fee change, subject to the limitations herein, shall be not earlier than sixty (60) days after written notice to Grantee by the Grantor.

SECTION 5. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to Grantor by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its facilities hereunder.

SECTION 6. In the event of annexation of any territory to the present corporate limits of Grantor, any and all portions of the telephone system of Grantee located in said annexed territory shall be subject to all of the terms and conditions of this grant as though it were an extension made hereunder.

SECTION 7. That the Grantee agrees to make such extensions to its facilities from time to time as may be required by one or more

customers, or prospective custormers. Such extensions shall only be required if they are consistent with good business practice and the extension policies of the Grantee in effect at the time service is requested. Failure of Grantee to serve Grantor and its inhabitants as provided for herein may result in a forfeiture of this Grant but only after reasonable notice to Grantee and after Grantee has been given a reasonable time to correct such deficiency.

SECTION 8. That all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9. That this ordinance shall become effective upon the same being legally passed and adopted by the City Commission of the City of Port St. Joe, as is provided in its said Charter; and after said ordinance has been submitted to the qualified electors of the City at a municipal election held in accordance with the provisions of the laws of the State of Florida, and of the Charter of the City for the holding of other municipal elections, and shall have been approved by a majority of such qualified electors voting in said election. Said election is hereby called for May 14, 1985.

INTRODUCED at a regular meeting of the City Commission held on the \_5th \_ day of \_ \_ March \_ , 1985, and PASSED AND ADOPTED by the City Commission of the City of Port St. Joe, Florida, on this \_19th \_ day of \_ \_ \_ \_ , 1985.

City Auditor and Clark

Mayor-Commissioner

## CERTIFICATION

This is to certify that the foregoing three (3) pages is a true and correct copy of the original document on file in the Office of the City Auditor and Clerk of the City of Port St. Joe, Florida.

L. A. Farris City Auditor-Clerk

#### ORDINANCE #

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, INC. d/b/a DUKE ENERGY, A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF PORT ST. JOE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA:

## **SECTION 1** Findings

The City deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company permission to occupy the Rights-of-Way in the City of Port St. Joe, Florida, for the purpose of providing electric services.

# **SECTION 2 Short Title**

This ordinance shall be known and may be cited as the "Duke Energy Right of Way Utilization Franchise."

## **SECTION 3 Definitions**

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected"- For the Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" Duke Energy Florida, Inc. d/b/a Duke Energy, its successors and assigns.
- (D) "City" or "Grantor" The City of Port St. Joe, Florida.

- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), Florida Statutes (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), Florida Statutes (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate City limits of the City.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Services Commission.
- (L) "Rights-of-Way" All of the public streets, alleys, highways, waterways, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

# **SECTION 4** Grant of Authority

- (A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove. de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rightsof-Ways, the City expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways.
- (B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Duke Energy
Annexation Coordinator
P. O. Box 33199
St. Petersburg, FL 33733-8199
Or by email to: AnnexationRequests@duke-energy.com

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein.

# SECTION 5 Notice of Acceptance and Term of Franchise

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Commission; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty (30) days after the City Commission's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of thirty (30) years with an option to renew for an additional thirty (30) years with the prior written approval of the parties.

## **SECTION 6 Payment to City**

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the City will be collected by the Company from Company's customers in the Franchise Area and passed through to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20<sup>th</sup>) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause

shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

- (B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.
- (C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

# **SECTION 7 Favored Nations**

- (A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.
- (B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.
- (C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

# **SECTION 8** Grantor Rights

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise,

shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the City relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

# SECTION 9 Work In Rights-Of-Way

The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

# **SECTION 10 Indemnification**

- (A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.
- (B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:
  - (i) \$1,000,000 for bodily injury or death to a person; \$3,000,000 for bodily injury or death resulting from any one accident.
  - (ii) \$50,000 for property damage resulting from any one accident.
  - (iii) \$1,000,000 for all other types of liability.
  - (C) City acknowledges that Company provides its own liability insurance (self-insured).

# **SECTION 11 Records and Reports**

- (A) <u>Company Rules and Regulations</u>. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.
- (B) <u>Accounting.</u> Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.
- (C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(A).
- (D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.
- (E) <u>Audit.</u> City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every five (5) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) <u>Customer Report.</u> In addition to City's obligations in Section 4(B), within ninety (90) days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

## **SECTION 12 Retail Wheeling**

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company and The City. If the parties are unable to agree within ninety (90) days of reopening, either party

may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.

# **SECTION 13 Severability**

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

## SECTION 14 Governing Law and Venue

- (A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.
- (B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Gulf County, Florida, or, if a federal claim, in the U.S. District Court in and for the Northern District of Florida, Panama City Division.

# **SECTION 15 Merger**

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

# **SECTION 16 Notices**

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

# To City:

City Clerk P.O Box 278 Port St. Joe, FL 32457 Phone: (850) 229-8261

Facsimile: (850) 227-7522

# To Company:

External Relations Department Duke Energy Florida P.O. Box 14042 St. Petersburg, FL 33733-4042 Facsimile: (727) 820-5044

# **SECTION 17** Non-Waiver Provision

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

# **SECTION 18 Repealer And Superseding Provision**

This ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 153 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance and none of the provisions of such repealed Ordinance Documentary No. 153 and any amendments thereto shall have any further force and effect.

# **SECTION 19 Dispute Resolution**

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies; they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

FIRST READING AND PUBLIC HEARING:	
SECOND READING AND PUBLIC HEARING	G:, <u>20</u>
PUBLISHED IN THE XXXXXXX ON THE	, 20
ATTEST:	
Charlotte Pierce, City Clerk	Melvin C. Magidson Jr., Mayor
Robert Alexander Glenn, State President Duke Energy Florida, Inc.	
APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Port St. Joe, Florida, only.	
Thomas S. Gibson City Attorney	

# **Equipment Surplus**

	**************************************			
Date	Description	Sevice/Serial Number	Inventory Tag	Department Code
12/15/201	Dell Computer	6H0FKH1	387	Blue
12/15/201	Dell Computer	8G0FKH1	494	Blue
12/15/201	Dell Computer	GG0FKH1	365	Blue
12/15/201	Dell Computer	6G0FKH1	551	Blue
12/15/201	Dell Computer	GF0FKH1	0	
12/15/201	Dell Computer	FF0FKH1	470	Blue
12/15/201	Dell Computer	7F0FKH1	527	Blue
12/15/201	Dell Computer	9F0FKH1	251	Blue
12/15/201	Dell Computer	7H0FKH1	363	Blue
12/15/201	Dell Computer	JF0FKH1	297	Blue
12/15/201	Dell Computer	4G0FKH1	450	Blue
12/15/201	Dell Computer	2UA72703CY	0	Blue
12/15/201	Ithica Printer	KG004939661	448	Blue
12/15/201	Ithica Printer	KG004692626	490	Blue
12/15/201	Power Connect	CQCT7F1	891	Blue
12/15/201	Power Edge 2950	29RCKH1/EMS01	562	Blue
12/15/201	Power Edge 2950	H38FKH1/EMS01	561	Blue
12/15/201	Dell Computer	9G0FKH1	0	
12/15/201	<b>Dell Computer</b>	HF0FKH1	221	Green

# December 17, 2014

City of Port St Joe
Board of Commissioners
P O Box 278
Port St Joe FL 32457
Dear Sirs;
A committee of friends from the Cape, Port St Joe, St Joe Beach, Dalkeith and Mexico Beach are planning a fund raiser for the Gulf County Library. The event will be held on February 13, 2015, at 6:30 PM EST in the Centennial Building.
The goal of the committee is to raise at a minimum \$5,000.00, for the benefit of the library at the event.
We respectfully request that the $$400.00$ rental fee and the $$300.00$ Security deposit fee be waived for this event.
Your consideration of this waiver will be greatly appreciated.
Respectfully,
Dancing for Books
Ву:
John L. Parker

# Code Enforcement 2014 Activity As of 12/29/14

	Open	Closed	Total	Increase
Unlawful Accumulation	21	147	168	
Substandard Structure	7	1	8	3
Structure				
Abandoned	<u></u>			
Vechicle	5	20	25	
Unlawful				
Sewer		2	2	
Land regulation	1			
Violation		12	12	
Business Lic.	٦			
Violation		1	1	
Special Master	٦			
Hearings				
Duilding	٦			
Building Demolition	+	5	5	
	7			
Waste Violation	16	117	133	20
Violation				
Sign				
Violation	9	223	232	9
				22
Total	58 Total	528	Total 586 Total	32
			Arran de la companya	