

**March 3, 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 March 3, 2015

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## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 2/17/15
- Workshop Meeting 2/24/15

Pages 1-3

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### City Attorney

- Port Authority Update
- Sailboat Removal Quote
- Ordinance 513 Duke Energy Franchise Fee Agreement
  - Public Hearing, 2<sup>nd</sup> Reading & Consideration of Adoption

Pages 5-14

## Old Business

- Gulf Pines Hospital Demolition- Update
- Benny Roberts Park- Update
- Centennial Bldg. Roof
- WIG Building Lease Agreement
- Listing of City Property for Sale/ Lease
- Road Bond Money
- Bike Florida- March 25th & 26<sup>th</sup>
- Recognition signs for Calvin Pryor & Roman Quinn- Comm. Patterson

## New Business

- Catholic Church Vacant Lot- Comm. Patterson

### Public Works

- Water Distribution Phase II-Update
- Boat Ramp Repairs

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### Surface Water Plant

- Old Water Plant Demo-Update
- Chipola Pump Station- Update

### Waste Water Plant

- Request to Bid a 4" Thompson Pump

### City Engineer

- Drainage at Holly Hill & Forest Hill Cemeteries-Update

**Code Enforcement**

- **Update**

**Page 16**

**Police Department**

- **Surplus Property**

**Page 17-18**

**PSJRA**

- **Draft Minutes**

**Pages 19-21**

**City Clerk**

- **Update**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

# **MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN THE COMMISSION CHAMBER AT CITY HALL, February 17, 2015, AT 6:00 P.M.**

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

## **CONSENT AGENDA**

### **Minutes**

A Motion was made by Commissioner McCroan, second by Commissioner Buzzett, to approve the Regular Meeting Minutes of February 3, 2015. All in favor; Motion carried 5-0.

### **CITY ATTORNEY – Tom Gibson**

*Port Authority Update* – The Port Authority has all of their FDEP Permits and The Corps of Engineers intends to issue their permit in the next few weeks.

*Ordinance 510 Capital Facility Charge Amendment-* Public Hearing, 2<sup>nd</sup> Reading & Consideration of Adoption

No one from the public addressed the Commission. Motion by Commissioner Thursbay, second by Commissioner Patterson, to have the 2<sup>nd</sup> reading of Ordinance 510. All in favor; Motion carried 5-0.

Motion by Commissioner McCroan, second by Commissioner Thursbay, to adopt Ordinance 510. All in favor; Motion carried 5-0.

*Ordinance 511 Patton Park Rezoning & Small Scale FLUM Amendment*

No one from the public addressed the Commission. Motion by Commissioner McCroan, second by Commissioner Thursbay, to have the 2<sup>nd</sup> reading of Ordinance 511. All in favor; Motion carried 5-0.

Motion by Commissioner Buzzett, second by Commissioner Thursbay, to adopt ordinance 511. All in favor; Motion carried 5-0.

*Ordinance 512 Capital Improvement Plan Update – Public Hearing and First Reading*

No one from the public addressed the Commission. Motion by Commissioner Thursbay, second by Commissioner McCroan, to have the 1<sup>st</sup> reading of Ordinance 512. All in favor; Motion carried 5-0.

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

*Gulf Pines Hospital Demolition* – Mr. Anderson noted that D.H. Griffin has been delayed by the rain today, but should begin the actual demolition of the building on Wednesday or Thursday of this week.

*Benny Roberts Park* – Mr. Anderson indicated that the FRDAP Grant improvements to the park will be completed before the start of ball season and thanked the Department of Corrections for the use of their work crew and City Staff for the job they have done as well.

*Fire Station Roof Quotes-* Motion by Commissioner Thursbay, second by Commissioner McCroan, to have Dupree's Custom Metal Roofing repair the roof at a cost of \$4,850 and utilize BP Funds for payment. All in favor; Motion carried 5-0.

Motion by Commissioner Patterson, second by Commissioner Thursbay, to delay moving the City Commission Meeting to the Fire Station until a later date. All in favor; Motion carried 5-0.



*Centennial Building Roof-* Mr. Anderson indicated that the roof is still leaking. Commissioner Buzzett will contact Jerry Wilson to set-up a time to review the roof. The meeting will be advertised, so each Commissioner may attend.

*Boat Ramp Repairs-* Mr. Anderson noted that City staff has talked with several contractors in the Marine Industry and should have some options for the Commission to consider at our next meeting.

*WIG Building Lease Agreement-* Mr. Anderson noted that he has not heard back from the WIG Committee. The Wig Committee is having their legal staff review the proposed lease agreement. Mr. Anderson will follow-up on the status.

## **New Business**

*Community Champion Certificate-* Sarah Hines and Jessie Pippin gave a special thanks to its Community Health Improvements Partner (CHIP) Mike Lacour representing the City of Port St Joe for coordinating the application and resolution efforts. The City was presented with a certificate in recognition of its efforts to promote healthy weight at the local level from the State Surgeon General.

*Listing of City Property, Comm. Patterson-*The City Commission discussed the option of listing some City property for sale and/or lease on the Enterprise Florida Website. The Commission scheduled a workshop for Tuesday February 24, 2015, at 5:00.

*Drainage at Holly Hill & Forest Hill Cemeteries- Mayor Magidson* The Commission discussed the need to explore options to reduce the water table at both cemeteries. City Engineer Clay Smallwood will review our options and report back to the board.

*Road Bond Money-* Mr. Anderson indicated that the County is considering its options for extending its current road bonds in order to pave roads and has asked if the City would be interested in participating. Mr. Anderson will report back to the board, once more information is received.

## **Public Works – John Grantland**

*Water Distribution Phase II –* Staff has completed the work in the Oak Grove area and will be moving to Bridgeport to complete the project.

## **Surface Water Plant – Larry McClamma**

*Old Water Plant Demo –* Demolition is still underway and should be completed this week.

*Chipola Pump Station –* Gilbert Pump has completed the pump rehabilitation and is working on alignment of the new motor.

## **Wastewater Plant – Lynn Todd**

Ms. Todd noted that she will be attending class this week and is training Mr. McClamma's staff on environmental compliance.

## **City Engineer – Clay Smallwood, III**

Mr. Smallwood had nothing to update.

## **Code Enforcement**

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

## **Police Department – Chief Herring**

*Surplus Property* – A request was made to declare the attached list as surplus (See Ex. A).

A Motion was made by Commissioner Buzzett, second by Commissioner McCroan, for Chief Herring to declare the items as surplus. All in favor; Motion carried 5-0.

Commissioner Thursbay asked if it would be possible for the Police Department to have a wellness checklist for elderly members of our community.

Chief Herring noted that he plans to have a partnership with Diana Burkett of the Christian Community Development Fund (CCDF) to start a program.

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

*Playground Equipment Bid Award*- A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to award the bid to Miracle in the amount of \$42,306.25. All in favor; Motion carried 5-0.

*Hwy 98 & 71 Pine Straw Purchase*- Ms. Alsobrook noted that the PSJRA will pay \$600 towards the City's purchase of Pine Straw.

## **City Clerk – Charlotte Pierce**

Mr. Anderson noted that a copy of the 2015 Election Schedule is in their agenda packet for review.

## **Citizens to be Heard**

No one wished to address the Commission.

## **Discussion Items by Commissioners**

*Commissioner Thursbay*- Nothing further to discuss.

*Commissioner Patterson*- Requested that citizens please not place bubble gum on our Reid Avenue Sidewalks that have recently been cleaned.

Commissioner McCroan- Nothing further to discuss.

Commissioner Buzzett- Requested that the Board keep an open mind about accumulation in our tourist corridor.

*Mayor Magidson*- Requested that we remember Mrs. Pierce and her family at this time and keep them in your thoughts and prayers.

A Motion was made by Commissioner McCroan, second by Commissioner Thursbay, to adjourn the Meeting at 7:06 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Anderson for Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

**MINUTES OF THE WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS  
FOR THE CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION  
CHAMBER AT CITY HALL, February 24, 2015, AT 5:00 P.M.**

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

The purpose of the Workshop was to discuss the listing of City Property that might be for sale and / or lease with the EFI Website.

The City currently has several commercial parcels, approximately 3.5 acres in the Commerce Park; an additional approximate 3.5 acres where the clarifiers are located at the Wastewater Treatment Plant; possibly .5 acres at the old Headworks site and about .25 acres North of 5 Star under the overpass that might be considered for listing.

After discussion, it was consensus to agenda the listing of these properties for the next regular meeting.

Christy McElroy shared that the St. Joe Company has offered 6 parcels for the EDC to list on the EFI Website. She also provided each Commissioner with a copy of the Gulf County Economic Development Coalition Strategic Plan.

Mr. Anderson noted that we have four new employees.

Public Works: Deborah L. Jasinski – Administrative Specialist; Desmond L. Quinn – Utility Service Worker I; Alphonso Sheppard – Heavy Equipment Operator.

Police Department: Amber L. Miller – Administrative Specialist, part time 32 hours per week.

Mayor Magidson adjourn the Workshop at 5:17 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Mel C. Magidson, Jr., Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## **ORDINANCE 513**

**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 REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, 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 Rights-of-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](mailto: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 twenty (20 ) years.

## **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) Company Rules and Regulations. 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) Accounting. 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) Audit. 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 three (3) years and then only for the preceding three (3) 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 thirty (30) day commercial paper.

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

(F) Customer Report. 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:

To Company:

City Clerk  
P.O Box 278  
Port St. Joe, FL 32457  
Phone: (850) 229-8261  
Facsimile: (850) 227-7522

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: \_\_\_\_\_, 20\_\_.

SECOND READING AND PUBLIC HEARING: \_\_\_\_\_, 20\_\_.

PUBLISHED IN THE THE STAR ON THE February 12, 2015.

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.

\_\_\_\_\_, 2015  
Thomas S. Gibson  
City Attorney

# A-1 QUALITY DOCKS & BOATLIFTS

## PROPOSAL

PROPOSAL NO. 15-0224085

SHEET NO. 1 OF 1

DATE 02-24-2015

### PROPSAL SUBMITTED:

NAME : John Grant c/o St Joe Park

ADDRESS: St. Joe Peninsula Park

CITY, STATE: PSJ, FL.

PHONE NO. 527-2221

EMAIL: JGrantland@PSJ.FL.Gov

Make all checks payable to: Larry Joe Colson, Inc.

323 Bay City Rd.

Apalachicola, FL. 32320

Office: 850-653-2098 cell: 653-7633

Email: larryjoecolsoninc@yahoo.com

We hereby propose to furnish the materials and perform the labor necessary for the completion of: See Below-Please?

**All Dock Pilings 2.5 CCA Marine Treated, 8" Butts Jettied & Driven 10' in the ground, or to resistance this price does not include drilling thru rock. We Do Not Cut Your Pilings Off... The Driving Capacity w/1600# Drop Hammer w/ a 5' Drop w/ A Wind Load Capacity of 200 MPH Winds + for each pile. 2x8 Crossties & Stringers Double Bolted w/ 1/2" Hot Dip Galvanized Carriage Bolts. All Lumber used will be .25 Pressure Treated #2 Prime w/No Barked Edges, Decking 2x6 fastened w/ #10 Stainless Steel Screws Not Nails!**

**All Piling wrap will be attached to all water pilings, with 1 vertical seam running up the piling, we will furnish wrap and SS, if owner decides for extra secure, The Wrap will run from 2' below sea bed to under deck!**

**28- 8" x 16' CCA Marine Treated Installed 10' in the ground or to resistance & w/Piling Wrap**

**28- Install Commercial Piling Bumper Rail item #RR5012 on Existing Pilings**

**6' x 100' Existing Frame, Bolts and Decking Tear Out & Disposal**

**6' X 100' = 600 sqft Replace New Framing w/2x8 #2 Prime PT Crossties and Stringers, Bolting w/ 1/2" Hot Dip Galvanize Carriage Bolts and Decking w/ 2x6 #2 Prime PT Decking and Fastened w/#10- 3" Stainless Screw @**

**30-Existing Pilings Scrap & Install Piling Wrap**

**Equipment Mobilization**

**Upgrade to 1/2" Stainless Steel Carriage Bolts, Nuts & Washers instead of Hot Dip Galvanize is**

**Total Cost for Proposed Project is...**

**\*Our Work, Have Survived the Storms Since, 1991 here in the Panhandle area, Since 1967 South FL w/dad!  
"Our Prices Does Not Include Cutting Corners "Every Project is Built & Supervised by the Owner /Certified Marine Contractor- Larry Joe Colson. Your Project Will Not Be Left Up To Hired Help! We Make Sure You Get Our Top Quality Techniques, Advanced Technology & Specialized Services You Paid For & Nothing Less! With Satisfaction Guaranteed!**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and our specifications Submitted for above work and completed in a substantial workmanlike manner for the sum of:

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE \_\_\_\_\_

DATE 02-24-2015

SIGNATURE \_\_\_\_\_

**Code Enforcement 2015 Activity**  
**As of 2/25/15**

|                           | Open | Closed | Total | Increase |
|---------------------------|------|--------|-------|----------|
| Unlawful Accumulation     | 20   | 2      | 22    | 1        |
| Substandard Structure     | 12   |        | 12    |          |
| Abandoned Vehicle         | 5    |        | 5     |          |
| Unlawful Sewer            |      |        |       |          |
| Land regulation Violation |      |        |       |          |
| Business Lic. Violation   |      |        |       |          |
| Special Master Hearings   |      |        |       |          |
| Building Demolition       |      | 1      | 1     |          |
| Waste Violation           | 12   | 53     | 65    | 9        |
| Sign Violation            | 13   | 7      | 20    | 8        |

|       |    |       |    |       |     |       |    |
|-------|----|-------|----|-------|-----|-------|----|
| Total | 62 | Total | 63 | Total | 125 | Total | 18 |
|       |    |       |    |       |     |       |    |
|       |    |       |    |       |     |       |    |



**Zimbra****janderson@psj.fl.gov**

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**Agenda for next weeks meeting**

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**From :** Matthew Herring  
<mherring@psj.fl.gov>

Mon, Feb 23, 2015 03:27 PM

**Subject :** Agenda for next weeks  
meeting

**To :** Jim Anderson  
<janderson@psj.fl.gov>

Jim,

Here are the item we would like to surplus and sale/trade if  
approved by commission.

Thanks,

Matt

Agenda:

**Police Department Equipment to Surplus:**

Six Shotguns

- 1) Mossberg model 590 shotgun Serial # P614857
- 2) Remington model 870 shotgun Serial # B327159M
- 3) Remington model 870 shotgun Serial # 0554390M
- 4) Remington model 870 shotgun Serial # W490594M
- 5) Winchester model 1200 shotgun Serial # 471353



## 6) Winchester model 1200 shotgun Serial #484959

Numerous old uniforms, patches, and basket weave duty belt leather gear and duty belt equipment holders

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**Port St. Joe Redevelopment Agency**  
Board of Directors  
City Commission Chambers

**MEETING MINUTES**

February 17, 2015

*The Mission of the Port St. Joe Redevelopment Agency is to serve the community by  
guiding redevelopment activities to create a vibrant downtown core and  
revitalized neighborhood, to improve quality of life, to commemorate history and culture,  
and to stimulate economic growth within the Agency's District.*

**ATTENDANCE**

|                  |                    |      |         |
|------------------|--------------------|------|---------|
| Rex Buzzett      | Chair              | (RB) | Present |
| Bo Patterson     | Vice Chair         | (BP) | Absent  |
| Ben Carnes       | Director           | (BC) | Absent  |
| Kaye Haddock     | Director           | (KH) | Absent  |
| Mel Magidson     | Director           | (MM) | Present |
| Phil McCroan     | Director           | (PM) | Present |
| William Thursbay | Director           | (WT) | Present |
| Gail Alsobrook   | Executive Director | (GA) | Present |

Voting Key – (motion by / second by, votes for – votes against)

**I. Call to Order** - The meeting was called to order at 4:34 PM by Chair Rex Buzzett.

**II. Citizens to Be Heard**

A. None.

**III. Consent Agenda**

A. The minutes of the January 27 regular meeting were approved without revision (PM/MM, 4-0).

**IV. Agency Operations**

- A. The Financial Oversight report was distributed.
- B. The revised budget was approved (MM/WT, 4-0), adding \$15,000 to Washington Complex Improvements and bringing the amount allotted to the Expanded Area to the maximum per Ordinance 446 of \$20,000.

## V. Governance

- A. In lieu of a special meeting, GA will provide the Directors with a power point on the Basics of CRA's that was presented at the 2014 FRA Conference. The Directors have agreed to view the presentation individually and to bring any questions to GA.
- B. The board discussed at length the requirement that the TIF may not be used for a publicly owned capital improvement if scheduled in city capital improvement plan unless statutory requirements are met. The City is currently reviewing their CIP for adoption, and the Board will pursue careful coordination to ensure compliance with FS 163.

## VI. Grant Program Status Report

### A. Grant Report

- 1. Gulf Coast Tourism Promotion - Lighthouse Relocation Documentary: No update; still anticipating an April completion.
- 2. USDA-RBEG: Open-Air Information Center: USDA is requiring the existing agreement between the City and LEA be transferred to AIA Document B101-2007. GA is transferring the information in the original agreement to the required format and will share with MM prior to sending to LEA for review/signature.
- 3. FRDAP: Washington Complex Improvements: The board awarded a \$42,306.29 contract for playground equipment, including installation, to Miracle, who provided the lowest/best bid (PM/WT, 4-0).
- 4. Special Category: Port Theatre Acquisition: The next milestone is inclusion of funding for this program by the State Legislature.
- 5. FDOT: Phase V Landscape: No update.
- 6. FRDAP 2015: Improvements to the Walking Path: An overview of the track and areas requiring patching are complete, utilizing an initial detailed survey provided by John Grantland.

## VII. Façade Grant

- A. The Board considered a request by downtown property owner Bill Peevy to split his property at 200 Reid Avenue into two separate grant applications, each qualifying for the maximum of \$5000. The Board determined that it is one address with two small storefronts and any façade design would include both businesses. Therefore, 200 Reid Avenue will qualify under a single grant application.

## VIII. Project Status Report

- A. Open-Air Information Center: 100% design documents were distributed to the board.
- B. Gateway: No change.
- C. Small Vessel Committee: The committee has not met.
- D. Amphitheater at George Core Park: The signed contract has been returned to Littlejohn Engineering.
- E. Lighthouse Keepers' Quarters: The Board has indicated that the Historical Society will have the responsibility of improving both Keepers' Quarters.

## IX. Old Business

- A. Victor Stanley Bench Slats: GA and Attorney Gibson will followup on the rejection of the company to honor the warranty for the Victor Stanley deteriorating bench slats.
- B. Signage for Public Parking Lots: A parking sign is already installed at the Billy Joe Rish Parking Lot. No further action is required.

## X. New Business

- A. City Request for Funding of Pine Straw: The Board voted (MM/PM, 4-0) to approve a \$600 pro rata share to replace pine straw at the landscaped beds at SR71 and US98.
- B. US Economic Development Administration Grant: The board authorized GA to review and determine possible projects to be funded through this grant.
- C. Tourist Corridor Guidelines: The Board recommended the PSJRA not become involved at this time regarding development of guidelines to clean up the tourist corridor.

## XI. Meeting Adjournment

The meeting was adjourned at 5:45 PM (MM/PM, 5-0).

Approved:

\_\_\_\_\_  
Rex Buzzett, Chair