

October 4, 2016

Regular Public Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida



City of Port St. Joe

Bo Patterson, Mayor-Commissioner
William Thursbay, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Rex Buzzett, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 P.M.

2775 Garrison Avenue

Tuesday October 4, 2016

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 9/20/16
- Special Meeting 9/21/16

Pages 1-4

Page 5

PSJRA

- Update

City Attorney

- Shipyard Cove LLC Hearing
- Resolution 2016-08 Recreation Fees
- Resolution 2016-09 Non-Departmental Funding- Update
- Sale of City Property
 - Ward Ridge Bldg.
 - Commerce Park Lot

Pages 6-8

Old Business

- Propane Gas Vehicles- Mayor Patterson
- Lagoon Study- Update
- Patton Park Lots- Update
- WIG Bldg. Lease Agreement

Pages 9-11

Pages 12-18

New Business

- Park Maintenance- Comm. Lowry
- RESTORE Act- Pot (3) Funding
- FRDAP Committee Membership- Comm. Thursday

Public Works

- Reid Ave. Repairs

Pages 19-21

Surface Water Plant

- Filter Modules- Request to Bid

Waste Water Plant

- Update

City Engineer

- Golf Cart Crossing- Update
- Projects Update
 - Garrison Ave. Paving- Request to Award Contractor Bid
 - 6th & 7th Street Drainage

Pages 22-23

○ **Frank Pate Park Boat Ramp Improvements**

Code Enforcement

- **303 Ave. C**
- **Update**

Pages 24-39

Page 40

Police Department

- **Update**

City Clerk

- **Planning Board Membership**

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Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, September 20, 2016, AT 6:00 P.M.**

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

CONSENT AGENDA

Chris Holley, Executive Director of the Gulf County Economic Development Coalition, updated the Commissioners on current opportunities for Gulf County and encouraged everyone to work together as good times are ahead for this area.

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to approve the Minutes of the Regular Meeting on September 6, 2016, and the Special Meeting of September 7, 2016. All in favor; Motion carried 5-0.

Port St. Joe Redevelopment Association (PSJRA) - Bill Kennedy There was no update from the PSJRA.

CITY ATTORNEY – Tom Gibson

Resolution 2016-07 Nonviolent Demonstrations – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to adopt Resolution 2016-07. All in favor; Motion carried 5-0.

Shipyard Cove LLC Hearing – A Notice of Hearing has been received requesting payment of attorney's fees by Bill Koran. Mr. Gibson is to contact Mel Magidson, Jr., to see if he will be representing the City and if there will be a charge for his services.

Sale of City Property:

Ward Ridge Building – There was no update on this issue.

Commerce Park Lot – An appraisal has been received in the amount of \$65,000. Clarification was requested as there was also a figure of \$58,000. There is no contract with a realtor for this property.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Propane Gas Vehicles – Mayor Patterson did not have any updates on this, but will be talking with Jason Shoaf prior to the next meeting.

Patton Park Lots Update – Lot #5 is under contract at the full price. Lot #4 has received a counter offer but the City is firm on the price and condition of the lot.

FEMA Flood Maps – Commissioner Lowry shared that a committee has been formed, a chairman has been selected, and they are working with the Northwest Florida Water Management District. The clock has been stopped on the Flood Map review as the group is trying to help the residents that will see a change in their property status. He anticipates the new maps will become effective in January, 2018.

Fountain Replacement – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to purchase four fountains. All in favor; Motion carried 5-0. The TDC funds will pay for three of the fountains and the fourth will be paid for using Boat Ramp fees as that fountain will be placed near the boat ramp. The cost is \$3,328 per pump.

2016 / 2017 Budget Update – The Final Budget Hearing and adoption of the FY '16 – '17 Budget will be at 5:01 tomorrow.

Joe Company Impact Fees – A response has not been received from them in reference to the City's letter.

Charitable Contributions – Commissioner Buzzett would like to have the final draft of this on the next Agenda for a vote.

Business Licenses Application - 507 Tenth Street – Whatley Funeral Home:

Casey Whatley, Ruby Gilmore, Frank Catalano, Jack Collingsworth, and Charles Gaddy spoke in favor of granting a Business License for Whatley Funeral Home.

Chad and Lacey Mack shared their concerns about the funeral home, the impact it would have on the neighborhood, and the devaluation of their adjoining property.

After a question and answer period between the Commissioners and Mr. and Mrs. Mack, a Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to grant the business license to Whatley Funeral Home. A roll call vote was taken on the issue and Mayor Patterson, Commissioners Buzzett, Lowry, and Thursbay voted in favor of the Motion and Commissioner Ashbrook voted no. The Motion carried 4-1.

New Business

Chamber Request – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to grant the \$500 request from the Chamber for funds to be used in preparing "Welcome Bags" for new residents. All in favor; Motion carried 5-0.

Off Premise Signs – Mayor Patterson requested that reminders be given to the business owners that are not removing the signs at the close of business each day. He noted that one business is complying with the request and three others are not.

Commissioner Thursbay shared that he has spoken with Ronnie Butler and the owner of the property where his sign is displayed has given him permission to leave his sign there rather than have to remove it.

Jones Homestead Sewer – Staff will be meeting with Mr. Smallwood tomorrow on the scope of work for the project. A recommendation will be available at the next Commission meeting.

WIG Building Lease Agreement – This was Tabled to allow time for the WIG Committee to review the agreement.

Fee Waiver Request – Junior Service League: A Motion was made by Commissioner Lowry, second by Commissioner Buzzett, to grant the Fee Waiver Request and update the Resolution to reflect that a \$200 clean up deposit be required for Non-Profit organizations. The deposit is refundable if the facility is properly cleaned after the event. All in favor; Motion carried 5-0.

Public Works – John Grantland was not present and Mr. Anderson noted that the Water Project for Highways 71 and 98 is wrapping up and should be completed in a week or so.

Surface Water Plant – Larry McClamma did not have anything to report.

Wastewater Plant – Kevin Pettis noted they are waiting on the pump from Morrow. He also shared there is no Algae on the pond and the chemicals, at this time, appear to be resolving the Algae issue.

City Engineer - Clay Smallwood, III,

Golf Cart Crossing Update – Per FDOT, the letter has been prepared and should be signed by the proper official shortly.

Project Updates:

Garrison Avenue Paving – No update was given on this project.

6th and 7th Streets Drainage – This is still under review.

Frank Pate Park Boat Ramp Improvements – Mr. Smallwood presented an overview of this project, noted he would be happy to meet with anyone with questions concerning the project, and asked for guidance on where step downs to boats should be placed. He anticipates having this back to the Commission in two weeks.

Code Enforcement – Mr. Burkett's report did not require any action.

Police Department – Chief Matt Herring

Explorer Program – Chief Herring shared that funds, in the amount of \$5,000, have been provided by the duPont Foundation. A partnership, that will administer the funds, has been established with the duPont Foundation, St. James Episcopal Church, and the Mount Carmel Baptist Church. The program will be available to students ages 12 – 17.

JAG Grant Application – A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to approve the purchase of an F150 Super Crew Cab 4 Wheel Drive vehicle, on the state contract amount of \$25,280, by combining the grant funds of \$15,510 and the City's contribution of \$14,000. All in favor; Motion carried 5-0. The difference in the cost and total of funds provided will be used to equip the truck with the necessary Police equipment.

Caleb Kesterson was introduced as the new Police Officer hired in August. The Commissioners welcomed Officer Kesterson to the City and wished him well with the Police Department.

City Clerk – Charlotte Pierce

Planning Board Membership – Clerk Pierce shared that the following PDRB Members have stated they wish to continue serving on the Board. Travis Burge, Seth Campbell, Phil Earley, Hal Keels, and Alice Martin. Christy McElroy did not wish to extend her term on the Board.

Citizens to be Heard

John Parker reminded the Commissioners that a promise was made to only use the boat ramp fees for repairs and maintenance of the boat ramp and asked that they keep their promise. Staff is to research this. Mr. Parker feels that the step downs for the boat ramp will be great.

Chester Davis, Pastor of Philadelphia Primitive Church, invited the Commissioners to the October 6, 2016, meeting of the North Port St. Joe Project Area Committee. He noted there will be a Healing of the Community Service and Fellowship on October 29, 2016, and extended an invitation to the Commission to participate in the activity. Reverend Davis asked that another member, not currently an elected official, be added to the Port St. Joe Redevelopment Agency. PSJRA Staff will review their By-Laws before making a decision on this.

Discussion Items by Commissioners

Commissioner Thursbay requested that signs be installed noting where the public restrooms are located in the downtown area. The cost is under the bid threshold and will not need to be advertised.

Commissioner Ashbrook did not have anything to discuss.

Commissioner Lowry noted there is an opportunity for the City, County, and FDOT to partner to repair a culvert problem on the Industrial Road. FDOT has been contacted and more information will follow.

Commissioner Buzzett shared that Ken Murphy is very ill and in Hospice at Bay. He asked that everyone keep him in their prayers.

Mayor Patterson did not have anything to discuss.

A Motion was made by Commissioner Buzzett, second by Commissioner Thursbay, to adjourn the Meeting at 8:03 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD IN
THE WARD RIDGE BUILDING, September 21, 2016, at 5:01 P.M.**

The following were present: Mayor Patterson, Commissioners Ashbrook, Lowry, and Thursbay. City Manager Jim Anderson, City Clerk Charlotte Pierce, Financial Analyst Mike Lacour, and Chief Matt Herring were also present. Attorney Gibson and Commissioner Buzzett were absent.

The purpose of the Special Meeting was Ordinance 526 – 2016 / 2017 Ad Valorem Tax Millage Rate Public Hearing and Second Reading; Ordinance 527 – 2016 / 2017 Budget Public Hearing and Second Reading, and consideration of Adoption of both Ordinances.

Ordinance 526, Ad Valorem Taxes

Public Hearing: No one from the public addressed the Commission.

A Motion was made by Commissioner Thursbay, second by Commissioner Ashbrook, to have the Second Reading of Ordinance 526. All in Favor; Motion carried 4-0.

City Manager Jim Anderson read Ordinance 526 in its entirety.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adopt Ordinance 526. All in favor; Motion carried 4-0.

The Millage rate will be 3.5914 for Fiscal Year 2016 – 2017. The percentage by which this Millage rate to be levied is 1.80% less than the rolled-back rate of 3.654 Mills (computed pursuant to Florida Law).

Ordinance 527, 2016 – 2017 Budget

Public Hearing: No one from the public addressed the Commission.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to have the Second Reading of Ordinance 527. All in favor; Motion carried 4-0.

City Manager Jim Anderson read Ordinance 527 in its entirety.

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to adopt Ordinance 527. All in favor; Motion carried 4-0.

Mr. Anderson expressed his appreciation to the Commission and Staff for all their hard work on preparing and adopting this year's budget. The Commission also thanked Staff for their diligence in presenting a sound, workable budget for the coming year.

Citizens to be Heard

No one from the public wished to address the Commission.

Motion to Adjourn

A Motion was made by Commissioner Thursbay, second by Commissioner Lowry, to adjourn the Meeting at 5:16 P.M.

Approved this _____ day of _____ 2016.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION NO 2016-08

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

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

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

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

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

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

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

THIS RESOLUTION ADOPTED this ____ day of October, 2016.

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

BY: _____
James "Bo" Patterson, Mayor-Commissioner

Attest: _____
Charlotte M. Pierce, Auditor/Clerk

Exhibit A: Recreation Programs and Facility Fee Schedule updated 10/4/2016.

CITY OF PORT ST JOE

RECREATIONAL USER FEES

Program Location/Area	Activity	User Fee
Facility Fees:		
Public Building Rental (Commercial) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental (Individuals, Corporations or Businesses)	\$300.00 Security Deposit and \$700.00 (+ tax) per day user fee, Seasonal \$50 (+tax) per day utility fee, May-September
Public Building Rental (Non-Commercial) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental (Individuals and Groups)	\$300.00 Security Deposit and \$400.00 (+ tax) per day user fee, Seasonal \$50 (+tax) per day utility fee, May-September
Public Building Rental (Civic/Non Profit) Rental time from 12:00 noon day before to 12:00 day after event.	Facility Rental	\$200.00 Security Deposit and \$100.00 (+ tax) per day user fee, Seasonal \$50 (+ tax) per day utility fee, May-September
STAC House Building Rental (Non-Commercial)	Facility Rental (Birthday Parties)	\$200.00 Security Deposit \$100.00 per 3hr session,
Event Park Rental Frank Pate Park Core Park	Park Rental	\$200.00 Security Deposit and \$100.00 up to \$1,000 (+ tax) per day user fee, dependent on type of event.
Pavilion Rental	Pavilion Rental	No Fee-First Come-First Serve
Child/Youth/Adult Programs Fees Discontinued as of 09/01/2011		
STAC House & Washington Gym	Summer Recreation	\$2.00 per day session, \$20.00 per child Summer session, \$50.00 per Family Summer session,
Scout Hut	Boy Scouts & Girl Scouts	\$5.00 per person, Annually
Ball Fields	Youth Baseball Leagues	\$5.00 per person, Annually
Ball Fields	Youth Softball Leagues	\$5.00 per person, Annually

Ball Fields (Tournaments)	Youth/Adult Tournaments	\$50.00 per field per day set up fee, Additional \$25.00 per field per day with lights,
Soccer Fields	Youth Soccer Leagues	\$5.00 per person, Annually
Soccer Fields (Tournaments)	Youth/Adult Tournaments	\$50.00 per field per day set up fee, additional \$25.00 per field per day with lights,
Jones Gym	Youth Basketball	\$5.00 per person, Annually
Jones Gym (Tournaments)	Youth/Adult Tournaments	\$300.00 Security Deposit and \$100.00 (+ tax) per day user fee,
Adult/High School Soccer League	Leagues	\$250.00 per Team per season,
Adult/High School Softball League	Leagues	\$250.00 per Team per season,
Adult/High School Volleyball League	Leagues	\$250.00 per Team per season,
Adult/High School Basketball League	Leagues	\$250.00 per Team per season,
<u>Administrative Fees:</u>		
Code Enforcement	Special Pick Up Admin. Fee	\$25.00 per pick up,
Administrative	Lien Search Fee	\$25.00 per search,
Waste Water (In City)	Dumping Fee	\$55.00 per 1,000 gallons, truck capacity
Waste Water (Out of City)	Dumping Fee	\$70.00 per 1,000 gallons, truck capacity

Zimbra

janderson@psj.fl.gov

Fwd: City of Port St. Joe- WW230120

From : Charlotte Pierce
<cpierce@psj.fl.gov>

Mon, Sep 26, 2016 10:30 AM

 3 attachments

Subject : Fwd: City of Port St. Joe-
WW230120

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

Mr. Jim,

Please see below.

Thanks,

Charlotte M. Pierce, City Clerk
Human Resource Officer / Grant Writer
P. O. Box 278 - Port St. Joe, FL 32457
850-229-8261 / Fax 850-229-8325

From: "Farhana Juman" <Farhana.Juman@dep.state.fl.us>

To: cpierce@psj.fl.gov

Cc: jonesp@preble-rish.com, bpatterson@psj.fl.gov

Sent: Monday, September 26, 2016 10:23:06 AM

Subject: FW: City of Port St. Joe- WW230120

Waste water Lagoon Study

Regards,

This is to inform you that the CWSRF program has proposed to remove the City from the fundable portion of the Priority List in the public meeting scheduled for next month. Please notify me immediately if the City plans to execute this agreement.

If you have any questions, please contact me.

Hana Juman
Government Operations Consultant II

State Revolving Fund Management
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 3505
Tallahassee, FL 32399-3000
Farhana.Juman@dep.state.fl.us
Office: 850-245-2920

From: Juman, Farhana
Sent: Tuesday, August 23, 2016 9:35 AM
To: cpierce@psj.fl.gov
Cc: jonesp@preble-rish.com; bpatterson@psj.fl.gov
Subject: FW: City of Port St. Joe- WW230120

Good morning,

This is to follow up on the email previously sent below. I have reattached the offer letter and agreement for your convenience. Please advise when the Department is expected to receive the signed agreement.

If you have any questions or need assistance, please contact me.

Thank you,

Hana Juman
Government Operations Consultant II
State Revolving Fund Management
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 3505
Tallahassee, FL 32399-3000
Farhana.Juman@dep.state.fl.us
Office: 850-245-2920

From: Juman, Farhana
Sent: Friday, June 10, 2016 11:24 AM
To: 'cpierce@psj.fl.gov' <cpierce@psj.fl.gov>
Cc: 'jonesp@preble-rish.com' <jonesp@preble-rish.com>; 'bpatterson@psj.fl.gov' <bpatterson@psj.fl.gov>

Subject: City of Port St. Joe- WW230120

Good afternoon,

Attached is the offer letter, and a copy of the proposed State Revolving Fund loan agreement for the City's Treatment project.

Please have the appropriate officials sign and seal two copies, and return them to us within three weeks at the address below. We will sign the documents and mail a fully executed original to the City.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions, please contact me.

Thank you,

Hana Juman

Government Operations Consultant II
State Revolving Fund Management
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Blvd, MS 3505
Tallahassee, FL 32399-3000
Farhana.Juman@dep.state.fl.us
Office: 850-245-2920



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 4th day of March A.D., 2015, by and between **CITY OF PORT ST. JOE**, P. O. Box 278, Port St. Joe, Florida 32457, a municipal corporation of the State of Florida, hereinafter called "Lessor," and **WASHINGTON IMPROVEMENT GROUP, INC.**, whose address is: 401 Peters Street, Port St. Joe, FL 32456, hereinafter called the "Lessee."

NOW THEREFORE, Lessor and Lessee, agree as follows:

1. **Premises:**

Lessor hereby leases to Lessee, The Washington Improvement Group, Inc., and Lessee hereby rents from Lessor the building and parking area located at 401 Peters Street. Port St. Joe, FL 32456; said premises located on Parcel #04583-011R. See attached Ex. (A).

2. **Occupancy:**

A. The Lessee represents the following organizations will occupy the buildings: The Washington Improvement Group, Inc.

B. Lessee may sub-lease portions of the premises with the following Conditions: 1) All activities must cease at 12:00 A.M. except when given a special event permit from the City Commission. 2) Follow the requirements of Ordinance 464 if alcoholic beverages with be on the premises. 3) Tenant hereby agrees that it will make no unlawful or offensive use of the premises and that it will not permit any unlawful or offensive use of the premises.

3. **Term:**

The term of this Lease shall be for 1 year and shall commence on the 4th day of

March, 2015.

4. **Lease Payment.**

Lessor hereby agrees to lease the premises described above to Lessee for \$1.00 per year

5. **Taxes.**

The Lessee shall pay all taxes, if any, assessed against the premises.

6. **Insurance.**

The Lessee shall provide the City a copy of a general liability insurance policy in the amount of \$1,000,000 naming the City as an additional insured.

Lessee shall also be responsible for insurance on the contents of the building which belong to the Lessee.

7. **Indemnification:**

Lessee shall indemnify Lessor and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at, or from the leased premises, or the occupancy or use by Lessee of said leased premises or any part thereof, or occasioned wholly or in part by any act of omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires. In addition, Lessor shall not be responsible or liable to Lessee, a licensee of the Lessee, or to those claiming by, through or under Lessee for any loss or damage to either persons or the personal property of the Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

8. **Destruction of Premises.**

Should the premises be substantially destroyed by fire or other casualty during the term of

the Lease, either party may terminate the Lease. All insurance proceeds resulting from damage or destruction of the premises shall be the property of the Lessor and it shall be in the Lessor's sole discretion as to whether to repair, remodel or rebuild the building.

9. **Assignment.**

Lessee shall not assign this Lease.

10. **Notices.**

All notices permitted or required to be given to either party under the terms of this Lease shall be sent by hand delivery, certified mail, or telecopier to the parties at the following addresses and fax numbers, or such other addresses and fax numbers as Lessee may direct from time to time by written notice forwarded to Lessor by hand delivery, certified mail, or telecopier:

Lessor: City Manager
City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456
Telecopy #(850) 227-7522

Lessee: The Washington Improvement Group, Inc.
P.O. Box 754
Port St. Joe, FL 32457
Telecopy #(850)

11. **Attorney's Fees and Costs.**

Should any controverted or past due claim in favor of Lessor under this Lease be placed in the hands of an attorney at law for collection, and should Lessor prevail in enforcing such claim, Lessee shall pay, in addition to the amounts due on any such claim, all reasonable costs, charges and expenses in connection with the collection thereof, including a reasonable attorney's fee to the attorney handling such claim for Lessor.

12 **Maintenance**

Lessee accepts the building in its present condition and agrees to maintain both exterior and interior of the building in its present condition, fair wear and tear excepted, for the duration of the Lease. Lessee, at its sole expense, shall promptly repair, replace, paint and maintain in good condition the exterior of the premises, including signs, heating units, cooling units, electrical fixtures and equipment, plumbing and plumbing fixtures and equipment, windows, doors, glass, screens, decks, stairs as well as the interior premises including all painting and decorations, doors, windows, screens, glass, floorings, etc. All such repairs or replacements shall be made in a professional and workmanlike manner by a licensed contractor.

Lessor will maintain the building's grounds and landscaping.

13. **Utilities.**

The Lessee shall pay the cost of all utilities, garbage, janitorial and pest control.

14. **Right of Inspection.**

The Lessor, by its employees and agents, shall have, at all reasonable times during office hours or by appointment, the right to enter the leased premises to inspect the same.

15. **Binding Effect.**

This agreement shall be binding upon and insure to the benefit of the parties hereto and their successors and assigns from the date hereof.

16. **Applicable Law.**

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this lease or the application thereof to any person or circumstance

shall to any extend be held invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent provided by law.

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

CITY OF PORT ST. JOE, FLORIDA

By:

Mel Magidson
MEL C. MAGIDSON
Mayor-Commissioner

Attest:

Charlotte Pierce
CHARLOTTE PIERCE, City Clerk

(Seal)

THE WASHINGTON IMPROVEMENT
GROUP, INC., a Florida corporation

(Seal)

By:

Letha Mathews
LETHA MATHEWS,
Its President

Attest:

Lois Byrd
LOIS BYRD
Secretary

STATE OF FLORIDA
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MEL C. MAGIDSON and CHARLOTTE PIERCE, as Mayor-Commissioner and City Clerk of the City of Port St. Joe, respectively, personally known to me to be the Lessor in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as their act and deed with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

(☒) Personally known to me (☐) Other

Russell/City/City/leases/2008 leases/WIG Lease

Witness my hand and official seal in the County and State last aforesaid this 24 day of March, 2015.

Leresa H. Kent
Notary Public

My Commission Expires: 10/2016

STATE OF FLORIDA
COUNTY OF GULF

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Letha Mathews, President, and Lois Byrd, Secretary of The Washington Improvement Group, Inc., personally known to me to be the Lessee in the foregoing Lease, and who executed the foregoing instrument, who acknowledged before me that they executed the same on the day and date therein written, as the act and deed of themselves with good authority, freely and voluntarily, that I relied upon the following form(s) of identification of the above-named person(s):

(☒) Personally known to me () Other _____

Witness my hand and official seal in the County and State last aforesaid this 24 day of March, 2015.

Leresa H. Kent
Notary Public

My Commission Expires: 10/2016



Date: 9/28/16

Time: 10:53

RENTAL INC.

Email

RENTAL QUOTE

To: JOHN GRANTLIN

Company: CITY OF PORT ST JOE

Message: _____

From: CURTIS ROACH

Location: RYEAGER@RENTALINC.NET

Phone: 850-236-2444

Fax #: 850-236-2494

19
If you have a problem with this transmission please call the number listed above.

Additional Contract Terms and Conditions

As used herein, Contract refers to the Rental Contract, Rental Invoice, or Work Order, as applicable, referenced on the reverse side hereof. Company refers to Rental LLC DBA Rental, Inc. and its subsidiaries. CUSTOMER refers to you. EQUIPMENT refers to the personal property described on the reverse side hereof (including all accessories and attachments). MANUFACTURER refers to the Manufacturer of the Equipment. SERVICE(s) refers to the service(s) described on the reverse side hereof, and STORE refers to the Company's business premises at which this Contract was prepared and signed by Customer and Company.

Equipment Rentals

1.1 Inspection/Loading/Unloading. Prior to removing the Equipment from Company's Store or accepting delivery via third party common carrier of the equipment, Customer personally inspected the Equipment and found it to be in good condition and free from defects. Customer acknowledges that it is Customer's responsibility to secure the Equipment on Customer's vehicle. If, upon request from Customer, Company's employees assist in loading or unloading the Equipment, Customer agrees to assume the risk of, hold Company harmless from, and defend Company against any losses (including without limitation property damage and personal injury) resulting from such loading or unloading, except to the extent caused by Company's gross negligence. Customer further acknowledges that Company DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO WHETHER THE EQUIPMENT HAS BEEN LOADED ON CUSTOMER'S VEHICLE IN A SAFE AND SECURE MANNER.

1.2 Use. Customer acknowledges that Company has no control over the use of the Equipment by Customer, the trade or occupation of Customer, and the qualifications or lack thereof. Customer shall use and operate the Equipment and assumes all responsibility to ensure that the Equipment is used only: (i) at the address designated on the front of this Contract (unless Customer notifies Company of another address at which the Equipment is to be used and duration of intended use at such other location), (ii) for the purposes for which the Equipment was manufactured and intended as set forth in the Manufacturer's safety and operating instructions, and (iii) by a Properly Trained Individual, defined as a person employed by Customer who has received the training necessary to operate the Equipment in a correct and safe manner. Use of the Equipment (a) in violation of any of the preceding clauses (i), (ii) or (iii) or (b) in any manner which constitutes or shall constitute improper use. Company expressly disclaims any responsibility for Customer's compliance or failure to comply with any governmental safety or health regulation or operational and/or maintenance standard or requirement. Customer further agrees that, at Customer's sole expense, Customer will comply with all municipal, county, state and federal laws applicable to the use of the Equipment during the Rental Period. All licenses, fees or taxes arising from Customer's use of the Equipment shall be paid by Customer.

1.3 Rental Period. The Rental Period shall mean the period of time during which the equipment is rented to Customer as set forth on the front of this Contract (including any extension granted pursuant to Section 1.4 hereof) except where earlier terminated upon Customer's return of the Equipment to the Store as evidenced by a return receipt issued to Customer. During the Rental Period, Customer shall be liable for the rental rate stated on the front of this Contract. Company may terminate the Rental Period at any time upon prior notice to Customer and Customer will promptly return the Equipment.

1.4 Extension of Rental Period. In the event Customer desires to extend the Rental Period beyond the date stated on the front of this contract, Customer shall immediately notify Company of such intention and request Company's approval of such extension, and the parties shall execute a written extension setting forth the terms of such extension. Notwithstanding the foregoing, in the event Customer does not return the Equipment upon the expiration of the Rental Period and has not extended this Contract in accordance with this Section 1.4, the Rental Period shall continue until such time as the Equipment is returned and Company shall be entitled to pursue any and all of its rights and remedies as set forth under Section 1.16 hereof.

1.5 Return of the Equipment. Customer acknowledges that (i) Customer shall return Equipment to the Store during normal business hours (or such other location as Company may direct) at the end of the Rental Period, (ii) Company may suffer economic damages for which Customer will be liable, as a result of Customer's failure to timely return the Equipment and (iii) until such time as Customer returns the Equipment, Customer will be liable for the applicable rental rate stated on the front of this Contract. If Rental Inc delivered the equipment to the customer, customer shall notify Rental Inc that the equipment is ready to be picked up at the jobsite address and obtain a "pick-up" number from Rental Inc evidencing such call ("Pick Up Number"), which Pick Up Number customer should keep as proof of the call. Customer will not be charged the rental charges from the date the Pick Up Number is given, provided Customer has otherwise complied with this contract. In addition, FAILURE TO RETURN THE EQUIPMENT WITHIN SEVEN (72) HOURS OF THE EXPIRATION OF THE RENTAL PERIOD, IN CERTAIN CIRCUMSTANCES, MAY BE CONSTRUED AS EVIDENCE OF AN INTENTION TO FRAUDULENTLY CONVERT THE EQUIPMENT AND MAY BE CONSIDERED A THEFT, RESULTING IN CRIMINAL PROSECUTION. Customer acknowledges that even though Customer has requested a pick up of the equipment, Customer remains responsible for all liability assumed by the Customer in this Contract until the equipment is actually picked up by the Company. Customer shall return the Equipment in the same condition as the Equipment was when received, reasonable wear and tear excepted, and Customer agrees to pay for any loss or damage to the Equipment occurring during the Rental Period, except in the event that, Customer has elected the Loss/Damage Waiver and the cause of such loss or damage is not excluded by the terms thereof. Reasonable wear and tear shall only mean the normal deterioration of Equipment caused by ordinary and reasonable use on a One-Shift basis. Reasonable wear and tear shall not be deemed to include any damage resulting from improper Use. Customer will be assessed a cleaning charge for Equipment returned uncleaned.

1.6 Payment of Charges. All charges for rental will be paid in advance unless an approved credit account has been established. Charges for approved credit Customer's are due net 10 days upon receipt of an invoice from Company. A carrying charge equal to 1.5% per month or the maximum permitted by applicable law, will be charged on all overdue accounts, and all collection fees, attorney fees, court costs, or any expense involved in the collection of rental charges will be borne by Customer. Rental rates are based upon time-out from the Store and ordinary and reasonable use on a one-shift basis. "One-Shift" means use of the Equipment for eight (8) hours per day, forty (40) hours per week, or one hundred sixty (160) hours per four (4) week period, as applicable for daily, weekly and four week periods. Use of the Equipment by Customer in excess of One-Shift will be billed proportionally for such greater usage. In the event Customer returns the Equipment before expiration of the Rental Period set forth on the front of this Contract, Customer shall be obligated to pay the greater of the (a) minimum rent set forth on the front of this Contract or (b) rental rate for the actual period during which the Equipment was rented to Customer.

1.7 Liability for Damage to Persons and Property. CUSTOMER ASSUMES THE RISK OF ANY AND ALL DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND OR NATURE, INCLUDING WRONGFUL DEATH, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT IS IN THE POSSESSION, CUSTODY OR CONTROL OF THE CUSTOMER OR THE BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER AGREES TO THE INDEMNIFY AND HOLD COMPANY, ITS OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY ALL SUITS, ACTIONS, PROCEEDINGS, CLAIMS, JUDGMENTS, DEMANDS, DAMAGES, LOSSES, COSTS AND LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL ATTORNEY'S FEES AND EXPENSES) OF ANY NATURE OR KIND CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT DURING THE RENTAL PERIOD OR WHILE THE EQUIPMENT IS IN THE POSSESSION, CUSTODY OR CONTROL OF THE CUSTOMER OR THE BREACH OF ANY PROVISION OF THIS CONTRACT, WHETHER OR NOT CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF COMPANY OR ANY OTHER PERSON INDEMNIFIED HEREUNDER, INCLUDING, WITHOUT LIMITATION, BODILY INJURY OR WRONGFUL DEATH OF EMPLOYEES OF CUSTOMER OR ANYONE ELSE, PROPERTY DAMAGE AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS SECTION 1.7 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

Indemnification: Lessee shall indemnify and defend Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees which:

(1) Relate to injury or to destruction of property, or bodily injury, illness, sickness, disease or death of any person (including employees) of Lessee and;

(2) Are caused by, or claim to be caused, in whole or in part by the equipment leased herein or by the liability or conduct (including active, passive, primary or secondary) of Lessor, its agent or employees, or anyone for whose acts of them may be liable. The parties agree that Lessor shall only be liable or responsible for damages or claims that are caused by the gross negligence or willful, wanton or intentional misconduct of the Lessor.

Lessee shall, at its own cost or expense, defend Lessor against all suits, or proceedings commenced by anyone in which Lessor is a named party for which Lessor is alleged to be liable or responsible as a result of or arising out of the Equipment, or any alleged act or omission by Lessor, and Lessee shall be liable and responsible for all costs, expenses and attorney's fees incurred in such defense and/or settlement, judgment or other resolution. In the event that such action is commenced naming Lessor as a party, Lessor may elect to defend said action on its own behalf and Lessee agrees that it shall be liable for all costs, expenses and attorney's fees incurred by Lessor in such defense.

The parties agree that in no event shall Lessee's liability for indemnification hereunder exceed \$1,000,000.00.

Purpose of this clause: It is the purpose of this clause to shift the risk of all claims relating to the leased property to the Lessee during the term of this lease.

1.8 Liability for Loss or Total Destruction of Equipment. In the event of loss or total destruction of the Equipment, or the loss of possession thereof, or Customer's liability to return the Equipment to Company, for any reason whatsoever, Customer shall pay to Company the full replacement value of the Equipment, together with the applicable rental rate on the front of this Contract until such time as Company, using commercially reasonable efforts is able to replace the Equipment, provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver if the cause of such loss or total destruction is not excluded by the terms thereof.

1.9 Maintenance and Storage of Equipment. Customer shall, at its own expense, maintain the Equipment in a careful and proper manner and, in any event, in accordance with Manufacturer's specifications. Customers shall store the Equipment in a safe and secure location and shall take all commercially reasonable measures necessary to protect the Equipment against theft, vandalism, or malicious mischief. Customer shall be responsible for refueling equipment as necessary and shall be charged for returning equipment with less than a full tank of fuel.

1.10 Damage or Malfunction of Equipment. If the Equipment is damaged (including damage caused by unreasonable wear and tear or improper Use or damage to tires) or malfunctioning in any way, Customer shall immediately notify Company of such damage or malfunction and immediately discontinue use of the Equipment. Company agrees that it will within a reasonable period of time of receiving such notification repair the Equipment (or, within Company's sole discretion, replace such Equipment with a like piece of Equipment) and Customer shall be liable to Company for (i) the cost, including parts and labor, either incurred by Company to have the Equipment repaired by a third party or customarily charged by Company to such repair, and (ii) the applicable rental rate on the front of this Contract until such repair has been completed, except that Customer shall not be liable for the foregoing if the Equipment is malfunctioning (not damaged) and such malfunction is not related to Customer's use or operation of the Equipment. If, in Company's sole discretion, the Equipment is damaged to such an extent that the Equipment cannot be adequately repaired, Company may consider such damage to be a total loss and Customer shall be liable to Company as though such damage constitutes a total loss, except as such liability may be reduced by a reasonable estimate of the scrap value, if any, of the Equipment; provided, however, Customer's payment obligation under this provision may be reduced by Customer's election of the Loss/Damage Waiver if the cause of such damage is not excluded by the terms thereof.

1.11 Loss/Damage Waiver. IF CUSTOMER ACCEPTS THE LOSS/DAMAGE WAIVER, in consideration of the additional charge paid by Customer, Customer's liability for loss or damage to the Equipment shall be modified as follows:

(a) Loss or Damage Resulting From Theft/Vandalism - In the event the loss or damage to the Equipment is caused by theft or vandalism and Customer is in compliance with Section 1.9, Company shall limit its claim against Customer to one half (1/2) of the full replacement value of such Equipment, provided Customer promptly reports such loss or damage to the Company and the police or other proper authority and Customer furnishes to Company, within ten (10) days of such loss or damage, a copy of the written report by the police or other proper authority regarding such loss or damage.

(b) Loss or Damage Not Resulting From Theft/Vandalism - In the event the loss or damage to the Equipment is not caused by theft or vandalism and is not a result of one or more of the causes set forth below, Company shall waive its claim against Customer for such loss or damage; provided Customer promptly reports such loss or damage to Company. Customer's liability to Company for loss or damage to the Equipment is NOT Waived by Company under the following circumstances:

(i) Loss or damage resulting from overloading or exceeding the rated capacity of the Equipment or other misuse;

(ii) Loss or damage resulting from striking overhead objects with Equipment;

(iii) Loss or damage associated with the Equipment's rollover or upset;

(iv) Loss or damage resulting from lack of or neglect of lubrication or other proper servicing of Equipment;

- (v) Loss or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous material;
- (vi) Loss, damage, or failure of tires and tubes under any circumstances;
- (vii) Loss or damage relating to use or operation of the Equipment for any illegal purpose, or in any illegal manner or in violation of any law or ordinance;
- (viii) Loss or damage relating to use or operation of the Equipment(A) by any person other than a properly Trained Individual or (B) in violation of the Manufacturer's operating or safety instructions;
- (ix) Loss or damage associated with altering the Equipment to be used in a manner in which it was not designed;
- (x) Loss or damage caused by boom or mast damage from overloading or from the collision or striking of other objects when the boom or mast is in motion;
- (xi) Loss or damage of any nature to scaffolding;
- (xii) Loss or damage during the loading, unloading or transportation of the Equipment;
- (xiii) Loss or damage caused by dishonesty of Customer, their employees or persons to whom the Equipment is entrusted;
- (xiv) Loss or damage caused by third parties or during unauthorized use of the Equipment;
- (xv) Loss due to mysterious disappearance of Equipment or shortage of Equipment disclosed on Customer's inventory; and
- (xvi) Loss or damage related to use of the Equipment in violation of any of the terms of this Contract.

THIS LOSS/DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO OTHERS ARISING OUT OF POSSESSION, USE OR OPERATION OF THE EQUIPMENT.

1.12 Insurance. Customer shall provide, at its own expense, commercial general liability insurance including bodily injury and property damage liability coverage to insure both Customer and Company, including their agents and assigns, in the amount of at least \$1,000,000.00 (One Million Dollars) combined single limit covering bodily injury/death/property damage (other than the rental rate for the Equipment) per occurrence. In addition, if the Equipment is to be used on any roadway, Customer shall provide, at its own expense, automobile liability and physical damage insurance including comprehensive collision and other standard coverages for roadway vehicles that equals or exceeds the minimum amounts required by state law (collectively, the "Insurance Coverage"). Customer shall provide a Certificate of Insurance to Company evidencing said Insurance Coverage, which shall include a non-owned vehicle endorsement, waiving any right of subrogation against Company and naming Company as Additional Insured to said Insurance Coverage. The Certificate of Insurance shall provide for a 30-day notice of cancellation to Company. Said Insurance Coverage shall be primary and not on an excess basis. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY COMPANY UNDER ANY CIRCUMSTANCES. In the event that it becomes necessary for Company to utilize Customer's Insurance Coverage, and there is or was no insurance in place at time of incident requiring insurance, Customer agrees to pay all losses incurred by Company from such incident.

1.13 Subrogation. In the event of any loss or damage to the Equipment for which Customer may have a right of recovery, Company will be subrogated to any such right of Customer to recover against any person, firm or corporation, and Customer will execute and deliver whatever else is necessary to secure such rights. Customer will cooperate fully with Company and/or its insurer(s) in the protection of Company's right to subrogation and will neither take nor permit any action to prejudice Company's rights or its insurer's rights with respect thereto.

1.14 Ownership of Equipment. Company holds all title and ownership rights in the Equipment. Customer shall not pledge or mortgage the Equipment, nor subject the Equipment, or allow it to be subjected, to any lien, nor permit any charge against, or encumbrance on, the Equipment. To protect Company's ownership of the Equipment and to enforce Company's rights under this Contract, Customer agrees that Company may inspect and examine the Equipment, observe Customer's use and operation thereof, and re-take the Equipment at any time if Company reasonably believes that Customer has compromised or may compromise, in any way, Company's ownership interest in the Equipment.

1.15 Financing. This Contract and all of Customer's rights in and to the Equipment hereunder are subject and subordinate to any rights, title and interest of any and all persons who have financed or leased the Equipment to Company pursuant to certain contracts or instruments (Financing). Customer acknowledges that this Contract and any and all right to the Equipment shall, at the option of such persons, terminate upon the occurrence of an event of default under such Financing.

1.16 Default. Customer's failure to perform any provision of this Contract shall give Company the right to terminate this Contract and re-take possession of the Equipment, holding Customer fully liable for all rental payment, through the date of re-taking and damages, costs and expenses resulting therefrom, and to pursue any and all other remedies available at law and in equity. Customer agrees that Company and its agent may enter the premises where the Equipment is located and take all action necessary to take control of and re-take the Equipment, without prior notice to Customer and without process of law and Customer HEREBY WAIVES ANY RIGHT OF ACTION AGAINST COMPANY FOR SUCH RETAKING OR ENTRY.

1.17 ENVIRONMENTAL FEE. To promote a clean and sustainable environment, Rental Inc takes various measures to comply with federal and state environmental regulations, as well as with Rental Inc's own policies. Rental Inc also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Rental Inc charges an environmental fee in connection with certain rentals. The fee is not a tax or governmental mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Rental Inc collects as revenue and uses at its discretion.

Equipment Sales

2.1 Conveyance of Title. In consideration of Customer's payment to Company of the purchase price set forth on the front of this Contract and for other good and valuable consideration the sufficiency of which Company hereby acknowledges, Company does hereby grant, bargain, sell, convey, transfer and deliver unto Customer the Equipment, free and clear of all liens and encumbrances (other than liens or encumbrances created by Customer); provided that title to the Equipment shall remain in Company until the purchase price for the Equipment shall be paid in full.

2.2 Payment of Charges. Customer shall pay all amounts due on the sale of Equipment upon receipt of an invoice for same or in accordance with the payment terms thereof.

Equipment Service

3.1 Payment of Charges. Customer shall pay all amounts due on the provision of maintenance or repair services upon the receipt of an invoice for same or in accordance with the payment terms thereof.

3.2 Storage Fees. In the event Company provides Service at its store or any other service location utilized by Company, Company shall notify Customer by telephone or facsimile of the completion of Service and Customer shall, as soon as practicable after such notification, remove such serviced items from the Store or other service location. If Customer fails to do so, Company shall assess Customer a storage fee equal to forty dollars (40) per day until such items are removed by Customer. If the serviced items are not removed within thirty (30) days of notification, Company may sell such items to pay all amounts owed to Company including storage fees.

General

4.1 Authority to Sign; Complete Information. The signer of the Contract on behalf of Customer hereby acknowledges that they are a representative or agent for Customer, and that they are authorized to sign this Contract as representative or agent, and by their signature hereon makes such Customer liable in full for payment of all charges and performance of all obligations imposed upon Customer pursuant to this Contract. Customer represents and warrants that all information furnished to Company by Customer is true, correct and complete.

4.2 Company is not the Manufacturer. Customer acknowledges that Company is neither the Manufacturer of the Equipment nor the agent of such Manufacturer.

4.3 Warranties: COMPANY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR INTENDED USE, DESIGN, OR WORKMANSHIP OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, THE EQUIPMENT IS BEING SOLD OR RENTED TO CUSTOMER ON AN AS IS AND WITH ALL FAULTS BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO CONDITION AND WITHOUT ANY RECOURSE WHATSOEVER TO COMPANY. CUSTOMER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON ITS OWN EXAMINATION OF THE EQUIPMENT AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED FROM COMPANY. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF, AND RELEASES AND WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE AGAINST COMPANY FOR, ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT, THE OPERATION OR USE OF THE EQUIPMENT, ANY DEFECT IN OR FAILURE OF THE EQUIPMENT OR COMPANY'S FAILURE TO PRESENT OR DELIVER THE EQUIPMENT.

4.4 Attorney's Fees. Customer agrees to pay all attorney fees and expenses incurred in the enforcement of the terms and conditions of this Contract.

4.5 Severability. The provisions of this Contract shall be deemed severable, so that any part hereof found to be invalid or unenforceable shall be deemed excluded therefrom, and the remaining parts shall remain in full force and effect.

4.6 Waiver. Any failure by Company to insist upon strict performance by Customer of any term of this Contract shall not be construed as a waiver by Company of its right to demand strict compliance herewith.

4.7 Captions. The captions herein are provided solely for reference and shall have no bearing on the interpretation of this Contract.

4.8 Entire Agreement. This Contract embodies the entire and final understanding between Company and Customer with respect to transaction set forth on the front of this Contract and supercedes any preexisting agreements, arrangements, representations or warranties with respect thereto, whether oral or written.

4.9 Governing Law. The laws of the State of Florida shall govern the interpretation, validity and performance of the terms of this Contract.

4.10 Assignment. Customer shall not assign, transfer, or sublet Customer's rights or obligations under this Contract. Company may assign, transfer or sublet its rights and obligations under this Contract without the consent of Customer.

4.11 Sales Tax. If a Sales Tax Certificate provided by the Customer is determined to be invalid at a later date, the Customer shall be responsible for paying any and all sales tax, interest, and penalties the Company incurs as a result of such invalid certificate.



Product Quotation

Quotation Number: HMM-00614

Date: 2016-09-23 15:24:06

Ship to	Bobcat Dealer	ORDER PLACED WITH: Contract Holder/Manufacturer
GULF COUNTY P.W. Attn: Mark Cochran or Joe Danford 1001 10TH STREET PORT ST JOE, FL 32456 Phone: (850) 229-6112	David Hubbard Bobcat of Panama City Beach, FL 127 GRIFFIN BOULEVARD PANAMA CITY BEACH FL 32413 Phone: 850-236-2444 Fax: 850-236-2494	Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
24" Planer, High Flow	M7017	1	\$12,106.80	\$12,106.80 -*
--- Drum 24 Fastcut	M7017-R01-C04	1	\$4,230.00	\$4,230.00 -*
40" Planer, High Flow	6726632	1	\$20,166.60	\$20,166.60
Total of Items Quoted				\$36,503.40
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$36,503.40

Notes:

***Prices per the Florida State Contract #22101000-15-1 (Construction).**

Contract Period thru: 06-30-2018

***Terms Net 30 Days. Credit cards accepted.**

***FOB: Destination within the 48 Contiguous States.**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with signed order.**

***TID# 38-0425350**

***Orders Must be Placed with: Clark Equipment Company, dba Bobcat Company, Govt Sales, 250 E Beaton Dr, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

CITY OF PORT ST. JOE

RFP #2016-08
Garrison Avenue SCOP FDOT

September 22, 2016
3:05 P.M.

**BID TABULATION SHEET FOR BIDS RECEIVED
BY THE CITY OF PORT ST. JOE**

	BIDDER	TOTAL BASE BID
1.	C.W. Roberts Contracting, Inc	\$ 189,450.40
2.	GAC	\$ 255,857.15
3.	Roberts & Roberts	\$ 272,113.26
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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

September 28, 2016

Mr. Jim Anderson, City Manager
City of Port St. Joe
305 Cecil G Costin, Sr. Blvd.
Port St. Joe, Florida 32457

Subject: Concurrence to Award Construction Contract
Construction of Garrison Avenue Resurfacing Project
FPID No. 438897-1-54-01

Dear Mr. Anderson:

We have received the recommendation of award for the above referenced project and concur with the City's recommendation to award to the lowest responsive bidder, C.W. Roberts Contracting, Inc.

In addition to the City's request for concurrence, we also received a letter dated September 23, 2016 requesting permission to consume bids savings by extending the limits of the project on Garrison Avenue. While we understand the City's request, increasing the project limits by more than 50% substantially alters the scope of the project and is not within the original intent of the project award. In addition, expanding the scope potentially undermines the competitive selection process statewide. Given this program is awarded based on project scope and minimum eligibility criteria, any excess funds are prioritized to the next priority on the statewide list as determined by the State Local Programs Office. Therefore, a supplemental agreement to remove these excess funds will be drafted in the coming days.

As the City moves forward with the project, please provide at least two weeks' notice of the pre-construction meeting date. Also, as a reminder, supplemental agreements and/or change orders must be approved by the District Administrator prior to execution.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

Dustin Castells
District 3 Local Programs Administrator

Cc: Lorraine Moyle, State Local Program Administrator

buildings, within the time permitted by the notice and order of the inspector or agreed by the owner or party in interest, and in the absence of extenuating circumstances as would justify an extension of the time period therefore, the city clerk may order a vacation of the premises until compliance or a demolition of the structure.

- (b) If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city clerk, is authorized to vacate, demolish or remove or otherwise abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

11. Assessment of cost of abatement; lien

- (a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city clerk, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the abatement cost for the vacation or removal or abatement of the nuisance, all administrative, legal, postal and publication expenses, as well as rodent extermination when employed, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.
- (b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received. Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.



G-27-16





9-27-16





9-27-16

The City of Port St. Joe

City of Port St. Joe, Florida

Petitioner,

vs.

Case No.: 2016030025

Carrie Bailey C/O Amy Rodgers
121 North Bay Street
Port St. Joe, Florida 32456

Respondents.

_____ /



FINAL ORDER OF THE SPECIAL MASTER

THIS MATTER was called up for hearing on Tuesday, July 19, 2016 in front of the Special Master on the City of Port St. Joe's Notice of Violation. Present for the hearing was the City of Port Saint Joe Code Enforcement Officer, Richard Burkett. Neither Respondent, Carrie Bailey or Amy Rodgers were present. After taking testimony from the City's Representative and reviewing the file and evidence presented the Special Master finds as follows:

1. That the Respondent, Amy Rodgers, was properly served with notification of the alleged violation and notice of this hearing before the Special Master. Carrie Bailey is deceased and Amy Rodgers is the only living descendent of Carrie Bailey. Code Enforcement Officer Burkett testified that he did speak to Amy Rodgers who did confirm Carrie Bailey's passing and went on to say that while the property is still deeded in Carrie Bailey's name that she as the only heir is the owner of the property.
2. The City Code Enforcement Officer through evidence and testimony met his

burden of proof as to the occurrence of the subject violation of City's Substandard Structure and Junk Abatement Code more particularly Section 296(C). Further, the evidence presented established that this violation has become a health hazard for the surrounding property owners.

3. The City Code Enforcement Officer gave testimony and presented evidence with regards to the accumulation trash , which clearly established the violation.

4. The violation has not been corrected and is continuing as of the hearing of this matter.

THEREFORE IT IS HEREBY ORDERED AND ADJUDGED

1. That the Respondents, the Estate of Carrie Bailey and Amy Rodgers shall have fourteen (14) days from the date of this Order to correct the subject violation. The violation can be corrected by providing proof to the City's Code Enforcement Officer that all the trash that has accumulated in the back yard of the subject residence has been removed from the property.

2. If the Respondents fail to correct the violation within the fourteen (14) day time period they will be fined one hundred dollars (\$100.00) per day beginning on the 15th day after the date of this order and for every subsequent day until the violation is corrected.

3. The Respondents must contact the City Code Enforcement Officer at 850-229-8261, Ext. 112 and give him notice that they have corrected the violation.

4. The Respondents will be assessed costs of the hearing. Those costs are \$252.15.

5. The assessed costs and any subsequent fines shall become a lien on said property identified as 303 Avenue C, Port St. Joe, Florida and more particularly described as

follows:

Millview Addition, Unit No. 2 , PB 1, PG 46 & 47, Lot 3,
Blk 1016, Map 50A in the Public Records of Gulf County,
Florida

5. The City Code Enforcement Officer will make himself available if contacted by the Respondents to answer questions or concerns about what actions they need to take in order to correct the violation and come into compliance.
6. Any party to this action may appeal this Final Order of the Special Master to the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida. Any such appeal must be filed within thirty (30) days of the date of this Final Order.

DONE ORDERED this the 28th day of July 2016.



BY: _____

Clinton T. McCahill
Special Master for the City of Port St. Joe

Copies To: Richard Burkett, City of Port Saint Joe Code Enforcement Officer

The Estate of Carrie Bailey and Amy Rodgers, 121 N. Bay Street, Port St.
Joe, Florida 32456



The City of Port St. Joe

Carrie Bailey C/O Amy Rodgers
121 North Bay Street
Port St. Joe, FL 32456

September 16, 2016

Dear Mrs. Rodgers

This letter is being sent to remind you that on July 28, 2016 the Code Enforcement Special Master ruled that your property located at 303 Ave C Parcel 05945-000R was in violation of City Ordinance number 296. You were given 14 days to correct the violation or face a fine of \$100.00 dollars per day Along with other accessed cost of \$252.15. As of today the violation is still ongoing and fines have now totaled \$3,752.15. If the trash is not removed by Friday September 23, 2016 it is our intention to bring this matter before the City Commission and go forward with cleaning up the property and billing you directly for the cost of the clean up.

Please take care of this issue by September 23, 2016 to avoid any further issues.

Richard Burkett
Code Enforcement Inspector
City of Port St. Joe

7015 6640 0000 2740 57669

ORDINANCE NO. 296

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA REPEALING SECTIONS 30-26 THROUGH 30-40 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST JOE; PROVIDING FOR ADOPTION OF THE SUBSTANDARD STRUCTURE AND JUNK ABATEMENT CODE OF THE CITY OF PORT ST. JOE, FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITION OF NUISANCE; PROVIDING FOR DETERMINATION OF INTERESTED PARTIES; PROVIDING FOR THE DUTIES OF OTHER DEPARTMENTS; PROVIDING FOR RIGHT OF ENTRY; PROVIDING FOR CITY ACTION ON FAILURE TO COMPLY WITH DETERMINATIONS; PROVIDING ASSESSMENT OF COSTS; PROVIDING FOR LIENS; PROVIDING FOR APPEALS; PROVIDING FOR THE REPEAL OF ANY ORDINANCE IN CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PORT ST. JOE, FLORIDA AS FOLLOWS:

Chapter 30 of the Code of Ordinances of the City of Port St. Joe is hereby amended as follows:

1. Sections 30-26 through 30-40 are hereby repealed.

2. Section 30-1 Nuisances, shall read as follows:

1. Substandard Structure and Junk Abatement Code.

This article shall be known as the "Substandard Structure and Junk Abatement Code of the City of Port St. Joe, Florida" and may be cited as such.

2. Definitions. As used in this article, the following words and phrases shall have the meanings respectively ascribed to them:

Inspector shall mean the chief building inspector of the city or his assistants or other city employee designated by the Board of City Commissioners

Nuisance shall mean any of the following:

- (a) *Accumulation of abandoned materials:* Any accumulation of rubbish, trash, junk or other abandoned materials, metals, lumber or other things;
- (b) *Storage of junked automobiles:* Unsheltered storage for a period of thirty (30) days or more within the corporate limits of the city, except in licensed junk yards, of old and unused stripped junk or automobiles not in good and safe operating conditions, and of any other vehicles, machinery, implements or equipment or personal property of any kind which is no longer safe or usable for the purposes for which it was manufactured. Any vehicle which does not have a current tag shall be considered a junked automobile.
- (c) *Detrimental conditions or uses of property:* Any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located, including, but not limited to, the keeping or depositing on or the scattering over the premises of lumber, junk, trash, debris, or abandoned, discarded, unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers;
- (d) *Unfit or unsafe dwelling or structure:* Any dwelling or structure or any portion thereof, including accessory buildings, structurally unsafe, unstable, unsanitary, inadequately provided with exit facilities, constituting a fire hazard, unsuitable or improper for the use or occupancy to which they are put, constituting a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment, dangerous to life or property, or, by reason of fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, acts of God or other causes, dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, or a menace to the public health, or a fire hazard, or so unsafe as to endanger life or property or render the use of the public streets dangerous, or otherwise in material violation of the housing, building electrical, plumbing, mechanical, health or fire codes of the city;
- (e) *Hazardous vegetation:* Any vegetation constituting a health and welfare hazard; and
- (f) *Miscellaneous:* Such other acts or conditions which are declared by any other section of this Code or other ordinances to be or constitute nuisance.

3. Nuisances prohibited.

Any owner or occupant of premises maintaining a nuisance within the city shall be guilty of an offense punishable as set forth in Chapter 1 of this Code.

4. Determination of interested parties.

When the inspector verifies the existence of a nuisance, it shall be his duty to promptly prepare and submit to the city clerk or other person designated by the Board of City Commissioners, the notice and order required by this article. The city clerk, with assistance of the city attorney, shall determine the owner of record of the real estate upon which the nuisance is located, and send a notice and order of condemnation thereto. In addition, notice shall be given the lessee or occupants, if any, and any persons of record interest, including mortgagees, contract purchasers, agents with power of attorney, persons claiming an interest under *lis pendens* and the like.

5. Notice and order of condemnation.

- (a) The notice and order of the inspector may require the removal of rubbish, trash or junk or such measures as are reasonably necessary to abate the nuisance.
- (b) The notice and order of the inspector may require the vacation, demolition, removal, repair, restoration or replacement of any unfit or unsafe dwelling or of any part or parts thereof, including accessory buildings, provided:
 - (1) If the inspector shall determine that the cost to repair, restore or replace any such dwelling or structure or part thereof or accessory building, would exceed fifty (50) percent of the value of the dwelling structure after repair, restoration or replacement, he may only order the vacation or demolition and removal of the dwelling or structure. However, nothing herein shall prevent repair, restoration or replacement at the option of the owner or any other interested party;
 - (2) An order of repair, restoration or replacement by the inspector or an election by the owner or other interested party to repair, restore or replace, shall require the dwelling or structure to be brought within the standards specified by the various technical codes of the city adopted throughout this volume.
- (c) The required notice and order shall be in writing, signed by the inspector, with an accurate description of the nuisance and a legal description of the realty where it is located, including the street address, and shall state what the inspector orders to be done about the condition and the date within which the work ordered to be done is to be completed. The notice and order shall state that it may be appealed within thirty (30) days by written application to the inspector.

- (d) Except as otherwise provided below for unsafe or unfit dwellings or structures, the inspector may order any such work to be completed within such time as he may determine to be reasonable considering the nature of the nuisance, the danger to the public, and the amount of work involved to abate the nuisance.
- (e) In the case of an unfit or unsafe dwelling or structure, the notice and order shall require the owner and other interested parties to obtain a permit and begin specified repairs or improvements, or to begin to demolish and remove the dwelling or structure or portion thereof, within thirty (30) days after service of the notice and order. The notice and order shall require the work to be completed within sixty (60) days from the date of the permit for repair or demolition. Any repair or demolition permit necessary as a result of any condemnation herein shall not require a fee.
- (f) When the inspector and/or health officer verifies the existence of a rodent infestation in any dwelling or structure, or accumulation of rubbish, trash or junk therein, that is to be demolished or removed, in order to preclude the migration of rodents, the notice and order to the building official shall require that effective rodent extermination methods be employed by a licensed structural pest control operator prior to demolition or removal. Extermination techniques shall include ectoparasite control measures.

6. Duties of other departments.

Members of the fire department, police department, public works and sanitation departments shall make written reports to the inspector of all dwellings or structures which appear to be substandard housing within the terms of this article. Any such reports shall be submitted to the inspector as soon as practicable.

7. Rights of entry.

The inspector and his designees are hereby authorized to enter upon private property in order to enforce the provisions of this article. When necessary to obtain entry, the inspector and his designees may institute appropriate proceedings to obtain a search warrant or inspection warrant, whichever is necessary.

8. Service of notice and order.

It shall be the duty of the city clerk to see that the notice required herein and

order is delivered to the interested parties by personal delivery of a copy thereof to the party to be notified, by leaving a copy at his usual place of abode with some person of the family above fifteen (15) years of age and informing that person of the contents thereof, by either registered or certified United States mail with return receipt requested, or if the name of any such party or his place of residence or his post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered and the person to be notified is not residing within the city, by publishing a copy thereof once a week for two (2) consecutive weeks in a newspaper of general circulation within the city. A copy of any such notice and order shall be posted in a conspicuous place at the city hall and upon the dwelling or structure in question.

9. Extension of time to comply.

- (a) In the case of an unfit or unsafe building or structure, if the interested parties shall have obtained a building or demolition permit within the thirty (30) day period and in good faith and in due time begun work to comply with the order, but it appears that they will not be able to complete the work by the date ordered, they may file a written request stating the reasons they have been unable to complete compliance and if reasonable grounds are shown therefore, the inspector is authorized to issue an amended order authorizing an extension of time, not to exceed sixty (60) days, in which to complete compliance with the original order.
- (b) In the case of a nuisance which is not an unfit or unsafe dwelling or structure, the inspector may grant extensions of up to sixty (60) days to abate the nuisance as are reasonably necessary under the circumstances upon written request from the interested parties stating the reasons they have been unable to complete compliance and showing reasonable grounds for failure to complete compliance.
- (c) The Board of City Commissioners, in exceptional cases, upon written request, may extend the completion date of the building inspector as merited by special hardship, unusual difficulty or uniqueness of the situation; however, in no event shall the completion date extend beyond a maximum period of one hundred eighty (180) days.

10. City Action on failure to comply.

- (a) If the owner or other parties in interest fail to repair, restore or replace any such dwelling or structure or parts thereof, including accessory

buildings, within the time permitted by the notice and order of the inspector or agreed by the owner or party in interest, and in the absence of extenuating circumstances as would justify an extension of the time period therefore, the city clerk may order a vacation of the premises until compliance or a demolition of the structure.

- (b) If the owner or other parties in interest shall fail to comply with an order made pursuant to the provisions of this article within the time therein fixed, the city, acting through the city clerk, is authorized to vacate, demolish or remove or otherwise abate the nuisance in accordance with the order, either with city forces or by independent contractor submitting the lowest and best bid.

11. Assessment of cost of abatement; lien

- (a) Upon expiration of the thirty (30) day appeal period with no appeal having been taken, the city clerk, after proceeding under this article, shall as often as may be convenient, report the action taken toward abatement of the nuisance by the city and the city council shall assess the entire cost of the action against the real property, which assessment, when made, shall constitute a lien upon the property by the city. The lien of the city shall encompass, in addition to the abatement cost for the vacation or removal or abatement of the nuisance, all administrative, legal, postal and publication expenses, as well as rodent extermination when employed, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes.
- (b) The city clerk, after giving notice to the county tax collector, shall file a notice of the lien in the county's official record book showing the nature of the lien, the amount thereof and an accurate legal description of the property, including the street address. The lien shall date from the date of filing and recite the names of all persons notified or interested parties. Any such lien shall bear interest from the date at the rate of ten (10) percent per annum for individuals and fifteen (15) percent for corporate owners and shall be enforceable, if unsatisfied after the expiration of two (2) years time from the date of filing any such notice of lien, as other liens may be enforced by the city. All such recorded liens shall be included in a tax deed sale and no such deed shall be issued unless full payment of principal and interest is received. Upon notice of an impending county tax deed sale, the tax collector shall request the clerk of the circuit court to collect all monies due the city for the lien, together with interest.

12. Appeals generally.

- (a) Any interested party may appeal the decision of the inspector or city clerk to the Board of City Commissioners upon the filing, within thirty (30) days after service of the inspector's or city clerk's notice and order, of an application to the inspector setting forth the grounds for the appeal. Upon receipt of the notice of appeal, the inspector shall forthwith transmit a copy of the notice of appeal, together with all related documents of his department, to the Board of City Commissioners and the city attorney. Within ten (10) days after the filing of a notice of appeal, the Board of City Commissioners shall schedule a date for the hearing thereof and give notice of the date for the hearing to the interested parties in a manner as would afford them not less than ten (10) days notice. Under no circumstances shall the board establish a hearing date beyond sixty (60) days from the filing of the notice of appeal.
- (b) All appeal proceedings shall be public and notice thereof published in a newspaper of general circulation with the city at least ten (10) days prior to the date of the hearing. The findings of the Board of City Commissioners shall be encompassed in a resolution stating with particularity the grounds for the board's decision.

13. Appearance by counsel, etc.; witnesses sworn.

Any interested party appearing before the Board of City Commissioners may appear in person, by counsel or by an agent possessing power of attorney provided the agency's instrument appears in the county's official record book, but may not appear through any person otherwise a stranger to the record. All witnesses appearing before the board in proceedings under this article shall be sworn by the chairman or in his absence, by the person acting in his stead, except counsel representing a client.

14. Final appeal to circuit court.

An interested party, having exhausted his administrative remedies before the Board of City Commissioners, shall be entitled to seek review of the decision of the Board of City Commissioners by certiorari in the Circuit Court, Fourteenth Judicial Circuit, in and for Gulf County, Florida.

2. Section 30-2 Standard Unsafe Building Abatement Code:

- (1) This article shall be known as the "Standard Unsafe Building Abatement

Code of the City of Port St. Joe, Florida” and may be cited as such.

- (2) Enforcement. The provisions of this article shall be under the jurisdiction of and enforced by the general building inspector or his assistant.
- (3) The Standard Unsafe Building Abatement Code, 1985 edition, as promulgated by the Southern Building Code Congress, is hereby adopted by reference and in full, as if set out at length herein, except as amended, modified or deleted herein, as minimum standards for thermal and light efficiency relating to the construction and repair of certain structures in the city as set forth in such code.
- (4) The code adopted in subsection (1) contains the minimum standards for safe buildings within the city and any unauthorized deviations from the code are hereby prohibited.

7. REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed

8. EFFECTIVE DATE: This ordinance shall become effective as provided by law.


9. SEVERABILITY: If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida this 15th day of October, 2002.

THE CITY OF PORT ST. JOE


FRANK PATE, JR., MAYOR-COMMISSIONER

ATTEST:


City Clerk

The following commissioners voted yea: Mayor Pate, Commissioners Roberts and Horton

The following commissioners voted nay: None

The following commissioner absent: Commissioners Raffield and Williams

Code Enforcement 2016 Activity
As of 9/30/2016

		Open			Closed			Total			Increase
Unlawful											
Accumulation		42			222			264			13
Substandard											
Structure		10			2			12			
Abandoned											
Vehicle		4			11			15			
Unlawful											
Sewer		1			2			3			1
Land regulation											
Violation		0			21			21			
Business Lic.											
Violation		0			1			1			
Special Master											
Hearings					1			1			
Building											
Demolition		3						3			
Waste											
Violation		9			249			258			8
Sign											
Violation		0			234			234			9
	Total	69	Total	743	Total	812	Total	31			

City of Port St. Joe
PDRB Membership
Current 1/20/15

Board Member	Term Ends
Rish, Jay	11/4/17
Burge, Travis	11/4/16
Campbell, Seth	11/4/16
Earley, Phil	11/4/16
Keels, Hal	11/4/16
Leslie, Rawlis	11/4/17
Likely, Minnie	11/4/17
Martin, Alice	11/4/16
McElroy, Christy	11/4/16
Creel, Bo	

3 yr Terms