

**April 3, 2018
Regular Meeting
6:00 P.M.
2775 Garrison Avenue
Port St. Joe, Florida**



City of Port St. Joe

Bo Patterson, Mayor-Commissioner
Eric Langston, 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 April 3, 2018

Call to Order

Consent Agenda

Minutes

- **Regular Commission Meeting 3/20/18**
- **Workshop Meeting 3/20/18**

Pages 1-3

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PSJRA

- **Update**

City Attorney

- **Kerrigan Lease Agreement**

Pages 5-13

Old Business

- **MLK Landscaping- Comm. Langston**

New Business

- **Resolution 2018-04, Centennial Bldg. Grant Application**

Pages 14-16

Public Works

- **Update**

Surface Water Plant

- **Update**

Waste Water Plant

- **Update**

Finance Director

- **Update**

City Engineer

- **Projects Update**
 - **Frank Pate Park Boat Ramp Improvements**
 - **Long Avenue**
 - **Stormwater Management Plan**

Pages 17-23

Code Enforcement

- **Update**

Page 24

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, March 20, 2018, AT 6:00 P.M.

The following were present: Mayor Patterson, Commissioners Buzzett, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioner Ashbrook was absent.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Buzzett, second by Commissioner Langston, to approve the Minutes of the Regular Commission Meeting of March 6, 2018. All in favor; Motion carried 4-0.

PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA)

Parking on Reid Avenue – Bill Kennedy shared the PSJRA is working on improvements for downtown. He suggested a Parking Ordinance should be created and modeled after the one High Springs, FL uses.

Mayor Patterson noted that employees should not park on Reid Avenue and employers have been asked to have their employee's park elsewhere. This request has not made a difference. Additional off street parking is provided for employees which would free up parking for guests.

Philip and Renee Carroll reiterated their problems with employees parking in front of their store and asked for help with this issue.

Amy Rogers also made a suggestion of an off-street parking location.

Consensus was parking meters are not the solution due to the cost and enforcement issues. Unless people will use the off street parking, there is no need to purchase additional parking space.

Attorney McCahill will review the High Springs Ordinance, meet with the Gulf County Clerk of Court, and Judge Tim McFarland to discuss the finer points of establishing the Ordinance, the collection of fines, and imposing consequences.

CITY ATTORNEY –

Kerrigan Lease Agreement – Attorney McCahill requested the Commissioners review the lease and be prepared to vote on it at the next meeting. The lot is on Reid Avenue, this would be a 30 year lease for \$1 per year and be used to provide public restrooms. This would be a PSJRA Project.

Logging Request – Access to Water Canal Road: A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to deny the request due to the safety of the water supply to the City of Port St. Joe. All in favor; Motion carried 4-0.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

10th Street Park – Commissioner Buzzett: The 10th Street Park Workshop meeting scheduled for earlier today was cancelled and rescheduled as a Joint City – County Workshop on April 11, 2018, at 6:00 P.M. Commissioner Buzzett asked that the City Commission be unified in their decision on this issue prior to the Workshop.

The following residents spoke on this issue:

Beverly Beard Maddox and Jill Bebee gave a presentation entitled "It's Not Empty Land" which shared their concerns of development of the park complex.

Pallas Gandy noted the impact parking would have on the area and suggested the Field of Dreams area would be more suitable for this type project.

Clare Morris shared that 24 homes back up to this area and expansion should not be made in a residential section.

Carol Weber suggested that the area be turned into a dog friendly park.

Fred Morris suggested that the fields be left intact for children to play on and questioned if the City had an evacuation shelter. It was noted that the City does not have a shelter and one is not feasible due to the land elevation and closeness to water.

Mayor Patterson stated that nothing was set in stone and everything is in the planning stages. He shared a text message he received a resident who likes the ball parks in the area and enjoys seeing children play there. Mayor Patterson apologized that better notice of the meetings were not given on water bills.

MLK Landscaping – Commissioner Langston: A request was made by Commissioner Langston for approximately \$5,000 in BP Funds to be used for landscaping improvements to MLK. After discussion, Commissioner Langston will get a concrete proposal on cost, meet with County Commissioner Quinn on what he will be able to provide, coordinate with John Grantland on the improvements to be made, and bring it back to the Commission.

New Business

CCR Report – Mr. Anderson shared that the City had passed all phases of the CCR Report, and copies of the report are available at City Hall.

Special Event Permit Request – Junior Service League Paint Party on 3rd Street between Reid and Williams Avenues on April 5, 2018, from 3 P.M. – 8:P.M.:

Consensus was given to move forward with this project.

Jones Homestead Sewer – Rate Structure for Customers on Wells: A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to use the ERC Equivalency of 300 gallons per day for customers on wells. All in favor; Motion carried 4-0. This will be the base rate plus usage and will effect approximately 3-4 customers.

Planning Board Membership – Mayor Patterson: After discussion, a Motion was made by Commissioner Langston, second by Commissioner Lowry, to add Letha Mathews and David Alvarez to the PDRB. All in favor; Motion carried 4-0.

Golf Carts – Mayor Patterson: Golf carts continue to be an issue and Mayor Patterson feels a Workshop is needed, more frequent inspections should to be done, and he offered to volunteer his time to inspect them. Under aged drivers are increasing as well as a continued disregard for roads to be driven on. Officer David Graham noted that rules are given out with the Golf Cart Permits. Jill Bebee stated that she feels public education is needed.

Resolution 2018-03 Affirmative Action and Equal Opportunity Policy: A Motion was made by Commissioner Lowry, second by Commissioner Langston, to adopt the policy. All in favor; Motion carried 4-0.

Public Works – John Grantland did not have anything to discuss.

Commissioner Buzzett complimented Mr. Grantland and the Public Works Department on the fencing around the train at the Centennial Building. A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to go out for bid to paint the train and provide a historical plaque telling about the train. All in favor; Motion carried 4-0.

Surface Water Plant – Larry McClamma did not have any updates for the Commission.

Wastewater Plant – Kevin Pettis did not have anything to update the Commission on.

Finance Director – Mike Lacour shared that 21 of the 55 interested persons for Jones Homestead Sewer had paid their fee.

City Engineer – Clay Smallwood, III

Project Updates -

Frank Pate Park Boat Ramp Improvements – Mr. Smallwood has not signed off on the pay request yet as he has not completed the final inspection.

Resolution 2018-02, Long Avenue SRF Facilities Plan – Public Hearing and Request to submit to SRF:

Mr. Smallwood presented the Facilities Plan discussing each of the 3 alternatives. The recommendation of the plan is to proceed with alternative #3 which includes replacing the gravity sewer and force mains under Long Avenue between 1st Street and 19th Street. This alternative also includes replacing the 1st Street Master Lift Station. The total estimated cost of alternative #3 is \$2,789,633.26. The schedule is to submit the Facilities Plan to SRF for their review and hopefully obtain approval in May so design can begin, submit design documents and permits to SRF in December 2018, obtain SRF approval for the construction money in February 2019, and have construction finished by December 2019. After discussion by the Commission, Mayor Patterson called for a Public Hearing on this issue. No one from the public spoke. A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to adopt Resolution 2018-02, and submit the Facilities Plan and Request for Inclusion to SRF. All in favor, Motion carried 4-0.

Code Enforcement no action was required.

Police Department – Officer David Graham shared the Family Fun Day was a big success. He thanked the local sponsors and the Public Works Department for their help.

City Clerk - Charlotte Pierce

Election Notice – Clerk Pierce reminded the Commissioners of the upcoming election, pertinent dates and times. She noted that, as of today, 4 people have expressed an interest in running for a city office with the Gulf County Supervisor of Elections.

Mrs. Pierce shared that the funding for the state Historical Preservation Grants had been released and slightly over \$2,000,000 was awarded which did not cover the Centennial Building Grant. This amount covers the first five grants and a portion of the sixth.

Clerk Pierce shared information on a free Ethics Training opportunity by the Northwest FL League of Cities and asked that any Commissioner wanting to attend let her know.

Citizens to be Heard –

Pallas Gandy asked where funds received from Golf Cart Inspections are deposited. Mr. Anderson responded that they are deposited in the General Fund Account and offered to provide a Financial Statement for her review.

Discussion Items by Commissioners

Commissioner Langston thanked his neighbors for attending the meeting to support the MLK Project.

Commissioner Lowry did not have anything else to discuss with the Commissioners.

Commissioner Buzzett requested the funds remain in the budget for the match to the Centennial Building Grant and reapply for the grant in the coming cycle. He also asked that the needed Resolution be prepared for the April 3, 2018, meeting.

Mayor Patterson thanked those present for attending the meeting. He asked Commissioner Buzzett if he was seeking reelection. Commissioner Buzzett said he would decide by the end of the qualifying period.

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to adjourn the meeting at 8:08 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

3

Date

**MINUTES OF THE ACCESSORY BUILDINGS WORKSHOP FOR THE BOARD OF
CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA HELD AT
2775 GARRISON AVENUE, March 20, 2018, 5:00 P.M.**

The following were present: Mayor Patterson, Commissioners Buzzett, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Clinton McCahill were also present. Commissioners Ashbrook and Langston were absent.

The purpose of the Workshop was to discuss Accessory Buildings.

Agenda

It was noted that the Planning, Development and Review Board had not met since the last Workshop and there was no recommendation from them.

Commissioner Buzzett stated that he does not want the City to look like the County, citizens have expressed their concerns to him about the buildings, and the effect they will have on property.

Charlene Neel had provided her thoughts on Accessory Buildings prior to the meeting and spoke on the issue at the meeting.

Commissioner Buzzett left the meeting at 5:12 P.M. and returned at 5:13 P.M. to retrieve a copy of suggestions from Travis Burge on Accessory Buildings to share with the Commission.

Discussion was held on the height and size of buildings. Staff was instructed to relay the suggestions of a 16' height restriction and 75% of main dwelling to the PDRB and get their thoughts on it.

A discussion was also held on setbacks, and fences pertaining to property and the need for an Ordinance to address these issues when dealing with Accessory Buildings.

Mayor Patterson adjourned the Workshop at 5:45 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

LEASE AGREEMENT

THIS AGREEMENT entered into as of _____ 1, 2018 by and between RGK INVESTMENTS. INC., a Florida Corporation, hereinafter referred to as "Lessor" and CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner of a certain real property located in Port St. Joe, Gulf County, Florida; and

WHEREAS, Lessor intends to lease said property to Lessee, and Lessee intends to lease said property and improvements, subject to the terms of this lease; and

WHEREFORE, for consideration, the value and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 PREMISES

1.1 Physical Location: Lessor hereby leases to the Lessee, and Lessee hereby takes and hires from Lessor, subject to the terms and conditions contained in this Lease, that certain real property located in Port St. Joe, Gulf County, Florida more particularly described to wit:

The North 20 feet of the East (or Northeast) one half of lot 18, Block 15, in the City of Port St. Joe, Florida, according to the Official map on file in the office of the Clerk of Circuit Court, Gulf County, Florida, in Plat Book 1, Page 16 and 17. This Deed is intended to convey that part of Lot 18, Block 15, which is presently an empty lot adjacent to that certain brick building located on the East one half of Lot 20 and 10 feet of the East one half of Lot 18, Block 15, City of Port St. Joe, Florida.

Parcel Identification Number: 04715-001R

The Premises at the inception of this Lease Agreement consists of a vacant unimproved lot containing approximately 0.02 acres.

ARTICLE 2
PURPOSE OF THE LEASE

Lessee shall have exclusive possession of the premises, and all rights, privileges and appurtenances belonging thereto for the term of this lease, and any renewal or extension thereof, Lessee shall use and occupy the premises for public use. It is the Lessee's hope that public restrooms will eventually be constructed on the premises and it be used as such for the duration of the lease term. The Lessee shall restrict its use to such purposes and shall not permit the use of the premises for any other purpose without the prior written consent of the Lessor.

ARTICLE 3
TERM

3.1 Term: The term of this lease shall be thirty (30) years beginning _____ 1, 2018 through _____ 31, 2048.

3.2 Possession Date: Lessee shall take possession of the leased premises on _____, 2018 upon the execution of this Lease Agreement and payment of the rent for the entire lease term (see below) and any certificates of insurance required under the Lease.

ARTICLE 4
RENT

The yearly rent for the leased premises is \$ 1.00 (one dollar). All of which being due upon execution of this Lease. The rental payment will not include sales and use tax as the Lessee is a tax exempt municipal corporation.

ARTICLE 5
SECURITY DEPOSIT

5.1 Amount of Security Deposit: No security deposit is required under this Lease.

reason of any breach of the terms and conditions of this Lease by the Lessee. If the deposit is not used for the reasons enumerated above, it shall be returned to the Lessee within 30 (thirty) days after the expiration of the Lease term or any subsequent renewal and timely surrender of the premises.

ARTICLE 6
UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: When applicable Lessee will have the all utilities furnished to the premises put in Lessee's name and will be responsible for paying for said utilities for the

term of the Lease, or any renewal or extension thereof, including, without limitation, electricity, gas, water, sewer, television and telephone services including internet.

6.2 Taxes:

Personal Property Tax: Lessee shall be solely responsible for the filing of all personal property tax returns for the premises for the duration of the Lease and any renewal or extension thereof and will be solely responsible for the payment of said personal property taxes when due.

Sales & Use Tax: As stated earlier, Lessee shall not pay sales tax arising from the rent payable under this Lease to the Lessor.

ARTICLE 7
Conditions, Care and Repairs

7.1 **Conditions:** Lessee hereby accepts the premises in the condition they are in at the beginning of the Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the permitted use thereof under this Lease.

Lessee accepts the premises without warranty, either express or implied, as to the conditions or repair thereof. Lessee represents and acknowledges that it has inspected the premises and is fully aware of the condition thereof.

7.2 **Care of Premises:** Lessee, at its expense, when applicable, shall be responsible for the maintenance required to maintain the Electrical Panel Service, HVAC System, Sewer System, Hot Water System, Water Service and Roof and all other aspects of the building if eventually constructed.

7.3 **Repairs:** Lessee, when applicable, shall be responsible for all repairs to any building or structure constructed on the premises including but not limited to repairs to the roof, HVAC system, electrical or plumbing repairs.

7.4 **Alterations:** Any improvements or alterations made to the premises must be constructed and performed in a good and workmanlike manner at Lessee's sole expense. Any improvements made to the premises shall become the property of the Lessor upon the expiration of the Lease term. Lessor hereby agrees to the Lessee constructing public restrooms on the property at Lessee's sole expense.

ARTICLE 8
Surrender of Premises

Lessee shall peaceably and quietly surrender the premises at the end of the Lease term or any extension or renewal thereof, and shall deliver the premises to the Lessor in the same condition as when Lessee took possession, allowing for reasonable use and

wear, and damage by acts of God, including fires and storms, and alterations by Lessee which are permitted hereunder. Upon Lease termination the Lessee shall be responsible at its expense to remove all signage in accordance with all Federal, State and Local laws, rules, regulations and ordinances.

ARTICLE 9

Waste, Nuisance, and Unlawful or Dangerous Activity

9.1 Waste or Nuisance: Lessee shall not allow any waste or nuisance on the premises.

9.2 Unlawful Activities: Lessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purposes nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take appropriate action to halt such activity.

9.3 Compliance with Law: Lessee shall comply with all Federal, State, and Local laws, ordinances, rules and/or regulations applicable to the use and occupancy of the premises by Lessee and the business therein conducted by the Lessee as such laws, ordinances, and/or regulations are promulgated by the public authorities having jurisdiction over the Lessee, the premises, and/or the business of the Lessee.

ARTICLE 10

Covenants of Quiet Enjoyment

Provided that the rents and other amounts are paid in the manner and at the time prescribed, and all the covenants, conditions, and warranties herein are fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises during the term hereby granted, without hindrance, disturbance, or molestation from Lessor or from persons claiming by, through or under Lessor, except as specifically provided for herein, Lessor hereby warrants to defend Lessee against the lawful claims of all persons against the premises and property hereby demised.

ARTICLE 11

Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance for the premises in the amount that the Lessee customarily insures like properties. Lessor shall be listed as an additional insured on said policy. Lessee agrees that it shall hold Lessor harmless from any liability stemming from the Lessee's use of the property and will indemnify and defend Lessor against any such liability associated with the Lessee's use of the premises.

11.2 Other Insurance: It shall be the Lessee's option to obtain fire and casualty insurance on any of its personal property located on the premises.

ARTICLE 12

Sublease

12. 1 Sublease: The Lessee shall not have the right to sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or allow any other person except agents, employees and/or patrons of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons of the premises. An authorized assignment, sublease, or license to occupy the premises by Lessee shall void and terminate the Lease at the option of the Lessor. The interest of tenant in the premises in this Lease is not assignable by operation of law without the written consent of Lessor.

ARTICLE 13

Default

Each of the following events shall constitute a default by Lessee:

- a. If Lessee's interest in the Lease, or any portion thereof, is assigned or sublet, without the written consent of the Lessor. This includes any involuntary assignment through the operation of any other instrument to which the Lessee is a party with any other individual or business entity.
- b. If Lessee violates any provision of Article 14 relative to construction liens.
- g. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the non-performance shall continue for a period of 90 (ninety) days after written notice thereof has been delivered by Lessor to Lessee.

ARTICLE 14

Construction Liens

14.1 Lessor's Interest Not Subject to Liens: The interests of Lessor shall not be subject to liens for improvements contracted for or made by or on behalf of the Lessee, or parties claiming by, through or under Lessee. The interests of Lessor in the premises shall not be subject to a lien for any improvements made by the Lessee, or for any work done or materials furnished to the premises, at Lessee's request, and Lessee shall notify any contractor employed by Lessee to do work on or furnish materials to the premises, prior to Lessee's entering into a contract with any such contractors, that the interest of the Lessor under the Lease is not subject to a lien, and the failure of the Lessee to so notify any contractor, at the option of the Lessor, shall be deemed a default hereunder.

14.2 Transfer or Release: In the event that any claim of lien is filed for any improvements by Lessee, or for any work done or materials furnished to the premises at Lessee's request, Lessee shall, within 30 (thirty) days of receipt of notice of any such

claim of lien, transfer said lien to security in accordance with the provisions of Section 713.24 Florida Statutes (or any successor statute) or cause a release or satisfaction of lien to be recorded in the Public Records of Columbia County, Florida, totally releasing the premises therefrom. Failure to so transfer or discharge any such lien within the time frame provided shall be deemed as a default hereunder.

ARTICLE 15

Right of First Refusal

15.1 During Lease Term: If at anytime during the Lease Term the Lessor determines that it is going to sell the premises, the Lessee shall be given the right of first refusal to purchase the property at the Lessor's asking price. If the Lessee does not exercise its right of first refusal at the Lessor's asking price, the Lessee shall still maintain the right to match any subsequent lower then asking price offer on the property. The Lessee shall have thirty (30) days from being notified in writing of Lessor's asking price to accept or deny to accept to purchase the property at that price. If the Lessee refuses to purchase the premises at the Lessor's asking price, the Lessor must notify the Lessee in writing of any lower then original asking price offer made on the premises and Lessee will have thirty (30) days to match said offer to purchase the property in writing.

15.2 End of Lease Term: At the end of the original Lease term or any renewal term thereof, the Lessee shall have the right to purchase the property at fair market price. Lessee must notify in writing the Lessor within ninety (90) days of the expiration of the Lease term that it is exercising this option. Fair market price shall be determined by an appraisal conducted by a mutually agreeable Florida Licensed Appraiser who is located in Gulf County, Florida. The parties must then within thirty (30) days of the Lessee's notification choose an appraiser. The Lessee shall have thirty (30) days to exercise its option to purchase in writing after receiving the appraisal.

ARTICLE 16

Miscellaneous

16.1 Entire Lease: This Lease with exhibits represents the entire understanding and agreement between the parties and supercedes all other negotiations, understandings and representations made by and between the parties.

16.2 Amendments: The provisions of this Lease may not be amended, supplemented, waived or in any way changed unless done so in writing and signed by both parties.

16.3 Binding Effect: All of the terms and provisions of this Lease are binding upon and inure to the benefit of and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

16.4 Notices: All notices, requests, consents, and other communications required or permitted to be given under this Lease will be in writing and shall be sent by

certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by recognized national overnight courier service, addressed as follows;

Lessor:

Lessee: City of Port St. Joe
Att: City Manager

or to any other address or addresses as any party may designate from time to time by notice given in accordance with this section.

16.5 Headings: The headings contained in this Lease are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of the Lease.

16.6 Severability: If any provision of this Lease is deemed to be unlawful and as such unenforceable as a matter of law by a court of competent jurisdiction then that provision will be severed from the Lease and the remainder of the Lease will remain in full force and effect.

16.7 Waivers: The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a wavier of any continuing or succeeding breach of the provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself entitle a party to any other or further notice or demand in similar or other circumstances.

Furthermore, the acceptance of any rent or any other sum due hereunder, or partial payment of same, by Lessor, shall not constitute a wavier of any preceding default by Lessee of any term, covenant, or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time Lessor accepted such rent or other sum, nor waiver of the right to receive full payment of said amount, nor shall any endorsement or statement in any check or letter accompanying any payment of rent or other sum due hereunder be deemed an accord and satisfaction, and Lessor may accept such payment without prejudice to Lessor's right to recover the balance of such rent or other sum due hereunder, or to pursue any other remedy provided herein.

16.8 Jurisdiction and Venue: The parties hereby irrevocably and unconditionally agree that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of the State of Florida and venue shall lie in Gulf County, Florida.

16.9 Governing Law: This Lease and all transactions contemplated by this Lease will be governed by and construed and enforced in accordance with the Laws of the State of Florida.

16.10 Enforcement of Costs: If any legal action or other proceeding is brought for the enforcement of this Lease, or because on an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals or declaratory actions, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.11 Remedies Cumulative: No remedy in this Lease conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given here or now existing in the future at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy will preclude any other.

16.12 Independent Counsel: The parties here have received independent advice and counseling regarding the preparation and subject of this Lease and all the terms, provisions and conditions it contains. This Lease shall not be construed more strongly against either party, regardless of whom is determined to be the drafter hereof.

16.13 Time is of the Essence: The parties agree and acknowledge that time shall be of the essence under this Lease.

16.14 E-Mail and/or Facsimile Signature: An E-mail or Facsimile signature will be deemed as an original signature for all purposes, including the enforcement of the terms and provisions set forth herein.

Executed on this the _____ day of _____ 2018 to take effect as of the date first above written.

CITY OF PORT ST. JOE
Lessee

BY: _____
JAMES "BO" PATTERSON
MAYOR

Date

ATTEST: _____
Charlotte M. Pierce
City Clerk

Date

RGK INVESTMENTS, INC.
Lessor

BY: _____
ROBERT G. KERRIGAN
President

Date

RESOLUTION 2018-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, AUTHORIZING A GRANT APPLICATION FOR THE CENTENNIAL BUILDING; PROVIDING FOR A FUNDING SOURCE FOR ANY REQUIRED MATCH; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Joe, Florida will apply to the Bureau of Historic Preservation of the Division of Historical Resources for improvements to certain City property known as the Centennial Building; and

WHEREAS, the Board of City Commissioners has determined that as a necessary part of that application certain resolutions need to be made; and

WHEREAS, the City of Port St. Joe, Florida recognizes the City Manager as the official authorized to act on behalf of the City in such matters and further acknowledges that his signature shall be binding upon the City in such matters; and

WHEREAS, The City Clerk shall be responsible for grant application and project management,

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

1. That it approves the submission of the application and any related documents for the subject grant in the amount of \$286,000; and
2. That this legislative body of the City of Port St. Joe, Florida hereby authorizes the City Manager to act as the appropriate official on behalf of the City of Port St. Joe, Florida in dealing with the Bureau of Historic Preservation and to sign any and all necessary application and other forms; as well as, submitting any additional information required and signing any necessary contracts and/or other agreements between the parties that may result from this application; and
3. The City of Port St. Joe, Florida hereby assures the Bureau of Historic Preservation that it authorizes the total expenditure set forth in the grant application and acknowledges that it will have available from existing BP funds and will make any contribution identified in the grant application; and
4. The City Clerk shall act as project manager and Designated Project Contact for this grant; and

5. The City Commission certifies that this project will not result in any transfer of jobs or employment or the production of goods or services to an area where there is no demand for such.

6. Any Resolution previously adopted relative to this particular grant is repealed.

THIS RESOLUTION ADOPTED THIS ____ day of _____, 2018, on a vote of ____ yeas and ____ nays, by the Board of City Commissioners, City of Port St. Joe, Florida.

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

By: _____
James "Bo" Patterson
Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
City Clerk



The City of Port St. Joe

April 3, 2018

Dr. Timothy Parsons, Director
Division of Historical Resources
R. A. Gray Building, 4th Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

RE: Historic Centennial Building
Special Category Grant Application

Dear Dr. Parsons:

The City of Port St. Joe is submitting a Special Category Grant request for renovations and improvements to the Centennial Building. Port St. Joe has the distinction of being the "Birthplace of the Florida Constitution" as St. Joseph was selected in 1838 as the site for the state's first Constitutional Convention, a crucial step in the process of gaining statehood. The first Florida Constitution was signed here on January 11, 1839.

The City has committed \$28,000 as a match to the requested \$286,000 grant.

The Centennial Building was constructed in 1938, to celebrate the 100th anniversary of the signing of Florida's first Constitution. In addition to the historical significance of the building, it serves an important civic and economic function for the area. It is a multi-functional building used for both public and governmental events.

The City does all that we can to maintain the facility and additional support is needed for renovations and improvements to this historical treasure for the State of Florida.

Thank you for your consideration of this very important endeavor.

Sincerely,

James "Bo" Patterson
Mayor

DEEPWATER HORIZON
FL TIG PRELIMINARY PROJECT DESCRIPTION FORM
FOR CONTINUED EVALUATION PURSUANT TO SOP 9.4.1.5
3/15/18

GENERAL INFORMATION

Title of Project: City of Port St. Joe Stormwater Improvements

Date of Latest Proposal: 1/5/18

Lead Implementation Trustee: Florida Department of Environmental Protection

CONTACT INFORMATION FOR IMPLEMENTING TRUSTEE AND, IF APPLICABLE, PROJECT SPONSOR

Implementing Trustee

Project Manager: Phil Coram

Name of Organization: Florida Department of Environmental Protection

Address: 3900 Commonwealth Blvd., MS 240 Tallahassee, FL 32399

Phone Number: 850-245-2167

E-mail: phil.coram@dep.state.fl.us

Project Sponsor, if applicable

Local Contact: Paul J. Thorpe

Name of Organization: Northwest Florida Water Management District

Address: 81 Water Management Drive, Havana, Florida 32333-4712

Phone Number: (850) 539-5999; (850) 539-2643 (Direct)

E-mail: Paul.Thorpe@nwfwater.com

BACKGROUND INFORMATION

Project Location: City of Port St. Joe, Gulf County

Other Project Partners:

Northwest Florida Water Management

City of Port St. Joe

PROJECT RESTORATION GOAL AND TYPE (REFERENCE TO PDARP TABLE)

Goal: Restore Water Quality

Type: Water Quality (PDARP Sec. 5.5.5)

BRIEF PROJECT DESCRIPTION**Project Goals and Objectives:**

The goal of this project is to retrofit existing stormwater management systems in the City to provide additional treatment, and thereby improve water quality in St. Joseph Bay. The project area is within the city limits of Port St. Joe and the St. Joseph Bay Drainage basin. The Forest Park Stormwater Improvements are planned for a sub-basin covering approximately 280 acres draining to Patton Bayou and St. Joseph Bay.

The proposed project will include construction of approximately 2.5 acres of retrofit treatment pond area near 16th Street with an additional downstream outfall weir added to provide stormwater treatment and improved water quality protection for St. Joseph Bay. Additional work includes improvement of the conveyance system, for enhanced stormwater management and improved treatment efficiency.

In addition, the project will fund the development stormwater master plan that the City currently lacks. Completion of this plan will allow the City to evaluate its current stormwater systems through data collection, mapping, watershed delineation, preparation of a stormwater features inventory, development of proposed improvements, and prioritization of watersheds. The plan will further allow the City to better address local flooding and to improve water quality treatment within basins that discharge into St. Joseph Bay.

Activities to be Funded:

Stormwater Master Plan

Planning, Design, and Permitting of Stormwater Improvements

Construction of Stormwater Improvements

Post Construction Storm Event Monitoring

FINANCIAL INFORMATION

Total Estimated Project Cost: \$922,250

Project budget worksheet attached.

RESTORATION APPROACH, TECHNIQUES, AND BENEFITS

Identify mechanisms for providing benefits (reference to PDARP restoration approach for that goal):

Approach: Reduce pollution and hydrologic degradation to coastal watersheds (PDARP Sec. 5.5.5.2, and Appendix D.2.2)

Technique: Traditional stormwater control measures

Describe direct benefits to Restoration Type (reference to PDARP goals):

Stormwater runoff is the most common and ubiquitous source of nonpoint source pollution in the coastal landscape. Stormwater runoff is created when rainfall flows over natural landscape or impervious surfaces and does not percolate into the ground. Coastal development is associated with impervious surface cover (e.g., roads, rooftops, parking lots, and driveways), which increases the volume and rate of stormwater runoff (EPA 2003). Stormwater runoff accumulates debris, sediment, and pollutants (e.g., chemicals, fertilizers, herbicides, insecticides, salts, oil, and bacteria and solids from livestock, pets, and faulty septic systems) throughout the landscape and discharges them into nearby coastal waters. This discharge can affect water quality in both local waterways and downstream coastal Gulf waters (EPA 2003).

St. Joseph Bay is a waterbody of state and regional significance. It is a designated aquatic preserve, Outstanding Florida Water, and Surface Water Improvement and Management priority. The bay provides important resources for shellfish and other fisheries and public recreation. The impaired waters list established by the Florida Department of Environmental Protection identified St. Joseph Bay as impaired for nutrients (TN) and bacteria. Seagrass beds are within and proximate to the area influenced by stormwater runoff from the City.

<any additional or more specific detail?>

PROJECT IMPLEMENTATION DETAILS**Timeline for commencement and completion (breakdown by activity/category of activities if known (e.g., planning, E&D, permitting, implementation/construction, monitoring):**

Planning, Design and Permitting – X months

Construction – X months

Post Construction Storm Event Monitoring – X months

Permits or Environmental Compliance obtained to date:

????

Potentially Required Permits:

State of Florida ERP permit

ACOE 404 permit

NPDES stormwater construction permit

MONITORING AND MAINTENANCE (INCLUDE ADAPTIVE MANAGEMENT ACTIVITIES)

List anticipated project monitoring activities:

Post Construction Storm Event monitoring, seven to 10 storm events, which events generally consist of greater than 0.20 inches and less than 1.5 inches of rain. Monitoring will be conducted at two locations: inflows and outflows. Monitoring will include the following parameters:

Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least the week preceding monitoring and day(s) of monitoring.

Flow using flow activated flow meters

Sample Parameters from flow weighted composite samplers: Total Cadmium, Total Chromium, Total Copper, NO₂+NO₃, TKN, Total Ammonia, Total N, Total Phosphorus, Ortho Phosphate, TSS, Oil/Grease, Fecal coliform (grab sample)

List anticipated short-term maintenance activities, if applicable:

Revegetation of areas disturbed by construction activities.

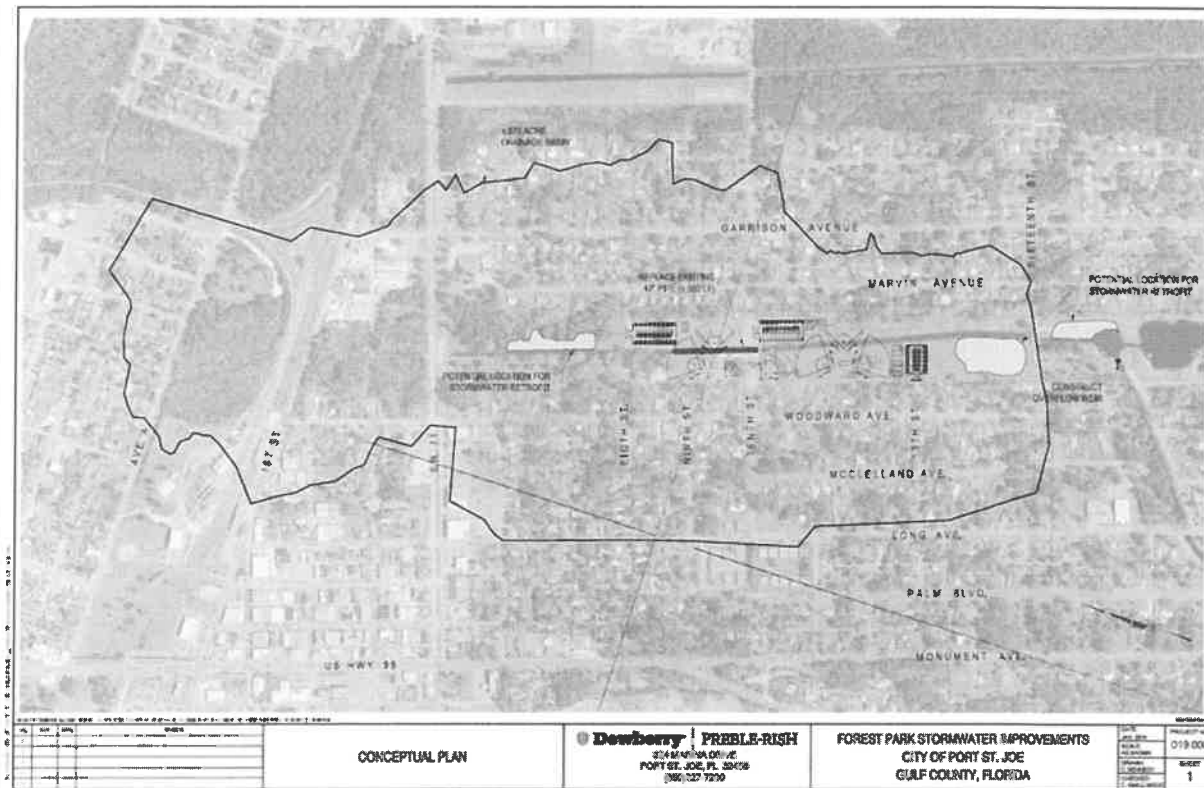
List anticipated long-term maintenance activities, if applicable:

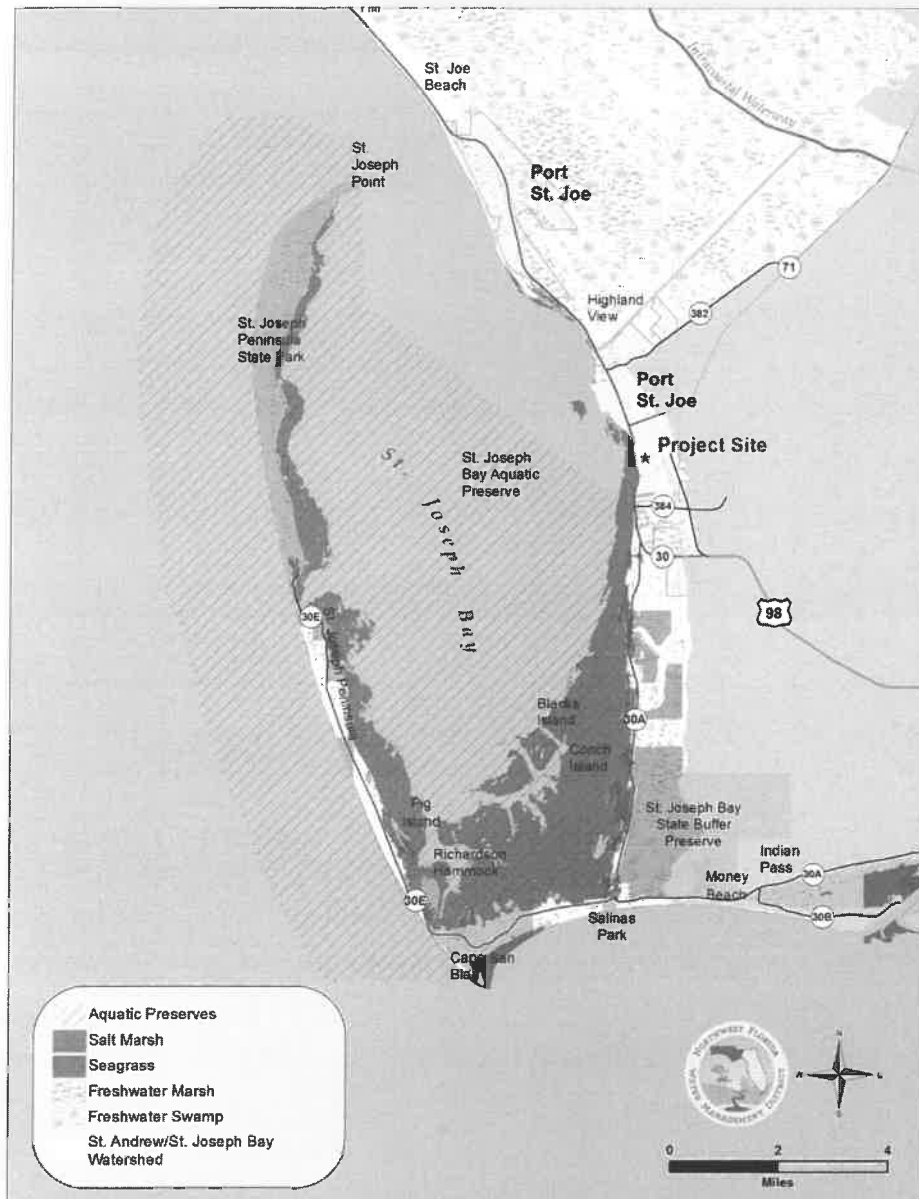
Maintenance of stormwater treatment facilities, including berms and water control structures. Invasive plant control within water storage area.

PHOTOS/MAPS/DEPICTIONS

[Include conceptual plans, project impact boundary maps, and maps of all ground-disturbing and in-water activities as available, including staging and access locations, for completing compliance reviews.]

Other information:





DEEPWATER HORIZON: FL TIG PROJECT BUDGET

Project Title : Stormwater Retrofit (City of Port St. Joe)
Date: 3/15/17

Cost Items	Cost Estimate
Planning and Design	
Feasibility Studies ¹	\$50,000
Contract(s) for Engineering and Design ²	\$60,980
Permitting ³	\$0
Planning Subtotal	\$110,980
Implementation	
Construction	\$614,020
Non-Construction	\$0
Construction Oversight (if applicable) ⁴	\$0
Operation and Maintenance (if applicable) ⁵	\$0
Implementation Subtotal	\$614,020
Monitoring	
Contract(s) for Monitoring implementation (if applicable)	\$50,000
Trustee Data Collection (if applicable)	\$0
Monitoring Subtotal	\$50,000
Project Administrative Costs	
Local Sponsor Oversight, Administration, and Supervision ⁶ (if applicable)	\$54,250
Trustee Oversight, Administration, and Supervision ⁷	\$54,250
Project Administrative Cost Subtotal	\$108,500
Contingency ⁸	\$38,750
TOTAL	\$922,250

SW Master Plan

Included with E&D

Includes addition of baffle box of about \$175 K

Storm event monitoring per TMDL protocol

At 7% of Planning, Construction, and Monitoring
At 7% of Planning, Construction, and Monitoring

Included an additional 5% contingency of planning, construction, monitoring costs

¹ Includes all necessary work to determine the feasibility of the project, including environmental and regulatory compliance requirements and conservation planning.

² Includes all necessary work to prepare final construction documents required for bid and all necessary bid support.

³ Includes all costs associated with permit applications, preparation, submission, request for additional information, public noticing, and permit application fees.

⁴ Includes amount needed to hire an entity to provide construction oversight services during the construction period.

⁵ Includes amounts needed for short or long term operation and maintenance of the project, if not already included in construction c

⁶ Includes local sponsor overhead, indirect costs, and supervision costs for planning and design, construction, and monitoring.

⁷ Includes trustee overhead, indirect, and supervision costs for planning and design, construction, and monitoring.

⁸ Unless contingencies are specifically included in other estimates, a contingency amount should be included here.

Code Enforcement 2018 Activity
As of 3/27/2018

	Open		Closed		Total		Increase
Unlawful Accumulation	54		50		104		13
Substandard Structure	9		5		14		
Abandoned Vechicle	18		3		21		3
Unlawful Sewer							
Land regulation Violation	4		8		12		
Business Lic. Violation	20				20		
Special Master Hearings							
Building Demolition	5				5		
Waste Violation	32		99		131		15
Sign Violation	4		1		5		
Total	146	Total	166	Total	312	Total	31