

**March 5, 2019  
Regular Meeting  
12:00 Noon  
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  
Scott Hoffman, Commissioner, Group IV

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

# BOARD OF CITY COMMISSION

Regular Public Meeting  
12:00 Noon  
2775 Garrison Avenue  
Tuesday March 5, 2019

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## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 2/19/19 Pages 1-4

### Bldg. Department

- Update

### PSJRA- Interlocal Agreement- Comm. Ashbrook

Pages 5-7

### City Attorney

- Resolution 2019-03 , House Bill 0191 Opportunity Florida  
Hurricane Michael Relief Page 8

## Old Business

- MLK Rezoning Update- 3/12 PDRB, 3/19 Commission
- Community Garden- Comm. Langston
- Hurricane Michael
  - FEMA Disaster Recovery Center- City Fire Station
  - Debris Removal Deadline- March 15th
  - SBA

## New Business

- July Fourth Fireworks
- SBP Presentation-Anya
- Affordable Housing Solutions Florida- Fee Reduction Request Page 9
- Lease Agreements
  - North Port St. Joe Project Area Coalition Pages 10-19
  - Washington Improvements Group Pages 20-26
- Clifford Sims Park
- RFP 2019- Keepers' Quarters Roofs Page 27

### Public Works

- Update

### Surface Water Plant

- Update

### Waste Water Plant

- Update

### Finance Director

- **Update**

**City Engineer**

- **Langston Drive Sidewalk- Update**
- **2019 SCOP Grant Application**
- **Dooder Parker & Frank Pate Park Task Orders- Update**
- **Trail Lighting- Update**
- **Road Paving**
  - **Update On Current Projects**

**Code Enforcement**

- **Update**

**Page 28**

**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, February 19, 2019, at Noon.

The following were present: Mayor Patterson, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Adam Albritton were also present.

## CONSENT AGENDA

### Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Meeting of February 5, 2019. All in favor; Motion carried 5-0.

**Building Department Update** – Kelly Simpson shared that since October 10, 2018, the following permits have been issued: 40 demolition; 183 residential reroofs; 27 commercial reroofs; 177 residential remodels; 12 commercial remodels; 30 power pole permits; 65 electrical service repairs; 8 accessory structures; 16 temporary structures (RVs), and 11 increased cost of completion.

**Port St. Joe Redevelopment Agency** – The downtown historical sign on Third Street has been replaced; the Rish stormwater pond has been repaired; street signs are being ordered; and the new owner of the Masonic Lodge and Costal Cabin is planning a rebuild of those sites.

*PSJRA Interlocal Agreement* – Commissioner Ashbrook: After a very lengthy discussion, a Motion was made by Commissioner Hoffman to have a Workshop on the issue. The Motion died for the lack of a second.

After comments by, Lorinda Gingell, Rex Buzzett, David Warriner, Jeremy Novak who was representing the Gulf County Board of Commissioners, Greg Johnson, Jeff Anderson, Bill Kennedy representing PSJRA, and Lynn Marshall, a Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to have a Workshop to allow those that would be impacted by the Interlocal Agreement a chance to voice their concerns. Commissioners Hoffman, Ashbrook, and Langston voted for the Motion with Mayor Patterson and Commissioner Lowry voting no. Motion passed 3-2.

### City Attorney –

*Ordinance 552 – Emergency Flood Plain Management Regulations:* A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to have the first reading of Ordinance 552 and advertise the Ordinance. All in favor; Motion carried 5-0. Attorney Albritton read Ordinance 552 by Title only.

## CITY MANAGER'S REPORT – Jim Anderson

### Old Business

*CDBG Grant Application Services Agreement – Bruce Ballister:* A Motion was made by Commission Lowry, second by Commissioner Langston, to approve the Services Agreement for FY 2017 CDBG Grant Application not to exceed \$50,000.00. All in favor; Motion carried 5-0. Mr. Ballister stated a bill would not be submitted until after the Environmental Review was completed and that will be in the next fiscal year.

*MLK Rezoning Update – March 12, 2019, for PDRB Meeting; March 19, 2019, City Commission Meeting:*

Mr. Anderson reminded the Commissioners of the above dates and meetings.

*Hurricane Michael:*

*FEMA Disaster Recovery Center – City Fire Station:* No one from FEMA attended the meeting, but Mr. Anderson reminded everyone that the center is currently located at the fire station.

*Debris Removal Deadline* – A verbal date of March 15, 2019, has been given but nothing has been received in writing.

*SBA* – No one from SBA attended the meeting.

### **New Business**

*July Fourth Fireworks* – Consensus of the Commission was to ask the TDC to pay for the fireworks this year.

*Clifford Sims Park* – Attorney Albritton has reached out to the attorney for the St. Joe Company concerning the current lease agreement.

Kudos were given to the Public Works Department for their work at Clifford Sims Park since Hurricane Michael.

### **Public Works – John Grantland**

*Surplus Property* – A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to declare the following items Surplus. All in favor; Motion carried 5-0.

Year / Make	Vin #	Tag #
2002 F150 XL	1FTRF17W72NB18672	211526
2004 F150 XL	2FTRF17W74CA21805	136756
2002 F150 XL	1FTRF17W52NB18671	211525
2002 F150 XL	1FTRFNW92NB18673	No Tag
2000 Explorer	1FMZU61EXYUB63411	No Tag
2000 Explorer	1FMZU61E1YUB63412	No Tag
1994 Sweeper	J8DB4B1K1S7002759	No Tag
2005 Chevy Pickup	1GCEC14V25Z210921	136771
2000 E350 Van	1FBSS31LOYHA69673	93388
2007 E350 Van	1FBNE31LO7DA04638	122925
2008 Crown Vic Police Interceptor	2FAFP71V78X142826	No Tag
1988 Ford L9000 Dump Truck	1FDYU9OLOJVAO2269	136778

*RFP 2019-02 6<sup>th</sup> and 7<sup>th</sup> Street Drainage Project Materials* – A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to award RFP 2019-02 to Core and Main LP in the amount of \$19,980.51. All in favor; Motion carried 5-0.

**Surface Water Plant** – **Larry McClamma** shared that an update of the plant's main control system will be done next week.

**Wastewater Plant** – **Kevin Pettis** was with FEMA representatives at the plant and could not make the meeting. In his absence, Mr. Anderson noted the Biological dredging had begun in time to be in compliance with the Consent Order.

**Finance Director** – **Mike Lacour** was unable to attend the meeting as he was with FEMA representatives at the Wastewater Treatment Plant.

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

*Langston Drive Sidewalk Update* – The start date for the project is March 4, 2019.

*Garrison Avenue SCOP Grant Application* – Mr. Smallwood requested that the Commission decide which road they would like to consider for funding this year. The request is due March 22, 2019.

*Dooder Parker and Frank Pate Park Task Orders Update* – These are currently a work in progress.

*Trail Lighting Update* – A revision request has been sent to the state and they have several questions that are being reviewed.

*Road Paving, Update on Current Projects* – Work was to begin today on Eighth Street but there were issues with the milling machine.

**Code Enforcement** no action was required.

**Police Department – Chief Matt Herring**

*Surplus Property* – A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to declare the following vehicles Surplus. All in favor; Motion carried 5-0.

Year	Make	Model	Vin #	Mileage	PD#
2000	Ford	Explorer	1FMZU61E8YUB63410	N/A	Code
2006	Chevy	Impala	2G1WS551869283290	182,000	109
2008	Ford	Crown Vic	2FAFP71V98X142827	82,000	107
2010	Ford	Crown Vic	2FABP7BV0AX135980	120,000	111
2010	Dodge	Charger	2B3AA4CV0AH211701	99,000	104
2010	Dodge	Charger	2B3AA4CT4AH207682	108,000	102

*Purchase of Vehicle* – Proceeds from the vehicles declared Surplus and funds from Forfeiture Funds will be used to purchase a preowned vehicle for Chief Herring.

**City Clerk - Charlotte Pierce** did not have anything for the Commission.

**Citizens to be Heard –**

*James Anthony*, 319 Avenue A, shared that his home was destroyed by Hurricane Michael and he was asking to be allowed to replace it with a manufactured home. Since purchasing the home, he has found out that it does not meet the zoning requirements. Mr. Anderson is to have Building Inspector, Bo Creel, give Mr. Anthony a call to discuss his options.

*Frank Seifert* asked about the action taken at the previous meeting to direct funds that could possibly be used to purchase his sewer system to another area. Mr. Anderson explained that to benefit the City, a lift station would need to be built with funds from another entity, the City would bill the customers (\$7.38 per 1,000 gallons), and he would be responsible for the maintenance and upkeep of the system. City Staff is to discuss this with Mr. Seifert. The concept coming from the County meeting last week was to use Restore Act Pot 3 money to build a new lift station, the City would charge to process the flow like we do at Barrier Dunes and ESAD would retain ownership of all the sewer infrastructure except the new lift station.

**Discussion Items by Commissioners**

*Commissioner Langston* shared that he is working with the Garden Club on the Port St. Joe Community Garden and they will be making a presentation to the Commissioners.

He also noted that Chester Davis had called about the NPSJ PAC building an office in the breezeway between the Likely Building and Washington Gym. Mr. Anderson will work with the city attorney to draft a Lease Agreement.

Commissioner Langston announced that he will be seeking a two year term on the Commission for Group I.

*Commissioner Ashbrook* asked the status of the Grant Writing Position. Mr. Anderson shared that it will be advertised in the Star and News Herald in the coming week.

He noted that he will be unable to attend the March 19, 2019, meeting as he will be in Tallahassee lobbying but wanted the Commission to know that he supports the plans of the North Port St. Joe Redevelopment Group.

Commissioner Ashbrook also questioned the issues BCC is having in receiving information from WastePro.

Attorney Albritton noted there is not a contract with BCC yet, but the issues can be determined and addressed.

*Commissioner Lowry* asked that the petal / pressure be put on WastePro.

*Commissioner Hoffman* noted that Mike Lacour is handling insurance claims from Hurricane Michael and asked if additional help was needed for him. He also requested that a claim for the Centennial Building floor be considered.

*Mayor Patterson* did not have any updates for the Commissioners.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adjourn the meeting at 2:25 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
James "Bo" Patterson, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **INTERLOCAL AGREEMENT**

### **between Gulf County and the City of Port St. Joe**

**WHEREAS**, Gulf County, Florida, ("County") a political subdivision of the State of Florida and the City of Port St. Joe, a Florida ("City") a municipal corporation, each acting by and through its respective Board of Commissioners enter into an Interlocal Agreement (hereinafter "Agreement"), and

**WHEREAS**, the Agreement sets forth a binding agreement between the County and City for the conclusion and sunseting of the current Port St. Joe Downtown Redevelopment Agency ("DRA") created under City of Port St. Joe Ordinance 198 and pursuant to Florida Statute 163.356(2), and

**WHEREAS**, the City has reviewed the conclusion and close of the thirty-year (30) redevelopment agency for the City of Port St. Joe and deemed it timely, appropriate and prudent to enter this Agreement whereby enabling the City of Port St. Joe to continue with its cooperative efforts in working with the County to meet its many needs following the successful completion and closure of the DRA, and

**WHEREAS**, the City has met and discussed extensively the immediate needs, expanded civil services and required assistance sought for multiple public infrastructure projects due to the growing demands on the municipality beyond the statutorily defined original DRA sector from 1990, and

**WHEREAS**, the County has evaluated and thoroughly examined the City's various current infrastructure projects and requests and wishes to continue its proud and longstanding history of assisting the City through financial and administrative cooperative support in meeting its many obligations to the residents and visitors alike to the City of Port St. Joe and Gulf County, and

**WHEREAS**, the County has developed with the City and the City has accepted the following plan for continued support of the City in lieu of the narrowly defined and restrictive statutory requirements for the extension of a DRA and in exchange for the City's acceptance and agreement to sunset and close out the current DRA and prohibit the reinstitution of any and or all DRA under Florida Statute 163 for a defined period, and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein City and County agree as follows:

1. The County shall provide the City an initial stipend of \$175,000 on December 1, 2019.
2. The County shall provide (3) additional stipends of \$408,000 beginning on January 2021 and each anniversary thereafter in 2022 and 2023.



3. The County shall also provide (5) annual stipend payments to the City of \$40,000 beginning in 2019 and each anniversary thereafter exclusively for the City of Port St. Joe to acquire a new fire truck.
4. Beginning in 2024 fiscal year a renewed community improvement fund shall be established by the City and the County in the amount of mutual contributions of \$50,000 each per year. Both the City and County shall equally contribute to the community improvement fund for ten (10) consecutive years while allowing for an annual percentage increases equal to the annual ad valorem tax collections for that respective year for the City of Port St. Joe after the fiscal year 2024. The community improvement fund created and maintained by the City shall be unencumbered funding for the City of Port St. Joe to continue to its projects and efforts to invest and grow the business and recreation in the City as defined by those future City Commissions.
5. The City agrees in kind to extend its fire protection services from the City of Port St. Joe Fire Department to the unincorporated communities of Oak Grove as well if the form of providing mutual aid as primary back up assistance to Gulf County, Florida in the unincorporated communities of Jones Homestead and Simmons Bayou in perpetuity.
6. The City agrees that upon execution of this Agreement that it shall administer and conclude the sunseting of the successful and completed current (30) thirty-year Downtown Redevelopment Agency and agrees to prohibit and restrict its reinstitution and or re-establishment of any Redevelopment Agency for the City of Port St. Joe under Florida Statute 163 for a period no less than twenty (20) years.
7. City and the County agree to strictly comply with this Agreement and state law and acknowledges and agrees that any forfeiture or breach of the Agreement are immediate grounds in support of any necessary injunctive relief and or declaratory judgment in favor of the prevailing for the enforcement and obligations of this Agreement with all costs and expenses of such enforcement awarded as well to the prevailing party.
8. This Amended Interlocal Agreement shall be filed with the Clerk of Circuit Court pursuant to Florida Statutes section 163.01(11) and shall be effective as of the date of filing.
9. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.
10. This document represents the complete and final understanding of the parties and incorporates and supersedes all prior negotiations, agreements and understandings applicable to the matters contained herein.

DATED this \_\_\_\_ day of March, 2019.

CITY OF PORT ST. JOE  
a Florida municipal corporation

By: \_\_\_\_\_  
Bo Patterson, Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Charlotte Pierce, Clerk

\_\_\_\_\_  
J. Adam Albritton  
FL BAR NO.  
2901 W. 11<sup>th</sup> Street  
Panama City, Florida 32401  
ATTORNEY FOR CITY OF PORT ST. JOE

GULF COUNTY, FLORIDA

By: \_\_\_\_\_  
Sandy Quinn, Chairman

ATTEST:

\_\_\_\_\_  
Rebecca L. Norris, Clerk  
Gulf County, Florida

\_\_\_\_\_  
Jeremy T. Novak  
FL BAR NO. 44698  
Novak Law Group, PLLC  
402 Reid Avenue  
Port St. Joe, FL 32456  
ATTORNEY FOR GULF COUNTY

**RESOLUTION NO. 2019-03**

**A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF PORT ST. JOE  
CERTIFYING ITS SUPPORT FOR HOUSE BILL 0191 NORTHWEST FLORIDA  
RURAL INLAND AFFECTED COUNTIES RECOVERY FUND;**

WHEREAS, the City of Port St. Joe is concerned about the economic health and well-being of our residents; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our community and region; and

WHEREAS, enhancing the local infrastructure and workforce training will promote economic growth, competitiveness, and improve quality of life amenities in our community and region; and

WHEREAS, our community and region has endured the devastation of Hurricane Michael and is in the midst of a recovery/rebuilding process following said hurricane; and

WHEREAS, we are in need of financial and political support programs to maintain and continue said recovery/rebuilding process for our community and region; and

WHEREAS, we support this bill and its companion Senate bill(s) to enhance our community and region's recovery and rebuilding processes; and

WHEREAS, we commit to honor our obligations that lie within our capabilities as leaders for economic development, training, and enhancement of quality of life features that will serve our community and region;

NOW, THEREFORE, BE IT RESOLVED THAT THIS BOARD DOES HEREBY RESOLVE THAT WE:

1. DO HEREBY AGREE TO SUPPORT THIS ACTION;
2. DO HEREBY AUTHORIZE OUR CHAIR TO EXECUTE THIS RESOLUTION AND ALL OTHER AUTHORIZED AGREEMENTS THAT PERTAIN TO THIS RESOLUTION
3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS ADOPTION.

DONE, ADOPTED, AND PASSED BY THE CITY COMMISSION FOR THE CITY OF PORT ST. JOE this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF PORT ST. JOE

BY: \_\_\_\_\_  
James "Bo" Patterson, Mayor – Commissioner

ATTEST:

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



February 22, 2019

Mr. James Anderson  
City Manager  
City of Port St. Joe  
305 Cecile G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

RE: Request for impact fee waiver for the development of 27 affordable workforce housing apartments on Long Ave.

Dear Mr. Anderson,

Affordable Housing Solutions for Florida (AHSF), is a twenty-seven-year-old 501c3 affordable workforce housing developer/owner. We wish to apply for a construction/permanent loan in the anticipated Florida Housing Finance Corporation's (FHFC) HOME Program cycle to build a twenty-seven (27) unit garden style apartment home community. The site on Long Ave., directly across from the elementary school, is an ideal location for Port St. Joe's families in need of workforce rental housing. This loan cycle is intended for the construction of housing in the Panhandle counties affected by Hurricane Michael. The projected application deadline is March 26<sup>th</sup>. \$30,000,000 will be available for approximately six successful applications with a maximum loan of \$5,000,000 per application. All applications will be competitively scored by FHFC with "Match" (non-federal) funds of cash donations or fee waivers contributed to each proposed development, as one of the major scoring separations. In order to be awarded HOME funding, it will be imperative applicants secure as much nonfederal funding and fee waivers as possible to score within the funding range.

In review of the City's Comprehensive Plan, Objective 1.9 allows for "City will implement an incentive program to encourage the private sector to provide affordable workforce housing". Therefore, AHSF respectfully request the City of Port St. Joe's consideration in a reduction of impact fees. Impact fees for a 2" line for both water and sewer equate to \$38,960. We are therefore requesting a waiver of thirty (30%) percent or a waiver of \$11,688. Any additional fee waivers would enhance the success of our proposed application.

We would be happy to have an AHSF Board member attend your upcoming early March City commission meeting to answer any questions that the commission may have. We regret the short time frame, but we are working with FHFC timing constraints. Thank you and the City of Port St. Joe for your consideration.

Respectfully,

Debra Fleming, President

## LEASE AGREEMENT

THIS AGREEMENT entered into as of \_\_\_\_\_, 2019 by and between CITY OF PORT ST. JOE, a Florida municipal corporation, hereinafter referred to as "Lessor" and the NORTH PORT ST. JOE PROJECT AREA COALITION 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:

Certain portions of the Washington Gym as described in attachment "A".

Parcel Identification Number: 04583-011R

Building Address: 407 Kenny Street

### 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 the purpose of constructing an office for the benefit of Lessee only. 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. Should Lessee, in the sole discretion of Lessor, not use the premises for its intended purpose, Lessor shall terminate this Agreement.

### ARTICLE 3

#### TERM

3.1 Term: The term of this lease shall be a one year lease beginning \_\_\_\_\_, 2019 through \_\_\_\_\_, 2020. In the sole discretion of Lessor, this lease can be renewed for one year upon written notification from Lessee of its desire to extend said lease and agreement by Lessor.

3.2 Possession Date: Lessee shall take possession of the leased premises on \_\_\_\_\_, 2019 upon the execution of this Lease Agreement and payment of the rent, if any, 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 which shall be the Lessee's responsibility.

### ARTICLE 5

#### SECURITY DEPOSIT

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

### ARTICLE 6

#### UTILITIES, TAXES AND OTHER CHARGES

6.1 Utilities: 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: Lessee shall be responsible to pay all Sales and Use taxes which may be imposed.

### 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, including environmental 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 shall keep and maintain the premises, save for normal wear and tear, in good repair at all times.

7.3 Repairs: Lessee, when applicable and within the portion of the leased premises which this Agreement pertains, 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. Nothing herein shall be considered to require Lessor to be obligated to make any repairs which Lessee may require or need.

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. Lessee shall not cause any liens or encumbrances to be placed on the leased premises and shall make such known to any and all who may provide an improvement upon the leased premise. All alterations and improvements must be approved by the Lessor prior to commencement of any alterations. Any approved alterations and improvements undertaken by Lessee must be completed in a timely manner.

## 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 and improvements to the Lessor, in good condition, allowing for reasonable use and wear.

## 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.

#### ARTICLE 11 Insurance

11.1 Liability Insurance: Lessee shall obtain general liability insurance and property insurance for the premises in the amount that the Lessor deems satisfactory. 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 and occupation 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.
- c. If Lessee shall fail to perform or comply with any of the conditions of this Lease after reasonable notice to cure which shall be no less than ten (10) days.

## 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 Gulf 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

### 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: North Port St. Joe Project Area Coalition  
President- Chester Davis

Lessee: City of Port St. Joe  
Attn: City Manager  
305 Cecil Costin Sr. Blvd.,  
Port St. Joe, Florida 32456

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 waiver 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 waiver 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

NORTH PORT ST. JOE AREA COALITION.

Lessor

BY: \_\_\_\_\_

Chester Davis  
President

\_\_\_\_\_  
Date

PRINT \_\_\_\_\_

TITLE \_\_\_\_\_












Ex(A.)



**Overview**



**Legend**

-  **Parcels**
- USA Major Highways**
  -  Limited Access
  -  Highway
  -  Major Road
  -  Local Road
  -  Minor Road
  -  Other Road
  -  Ramp
  -  Ferry
  -  Pedestrian Way
  -  Roads

<b>Parcel ID</b>	04583-011R	<b>Alternate ID</b>	04583011R	<b>Owner Address</b>	CITY OF PORT ST JOE
<b>Sec/Twp/Rng</b>	36-7S-11W	<b>Class</b>	MUNICIPAL		PO BOX 278
<b>Property Address</b>	401 PETERS ST	<b>Acreage</b>	10.46		PORT ST JOE, FL 32457
	PORT ST JOE				
<b>District</b>	5				
<b>Brief Tax Description</b>	S 36 T 7 R 11 & S 1 T 8 R 11				
	(Note: Not to be used on legal documents)				

Date created: 2/27/2019  
Last Data Uploaded: 2/26/2019 3:18:54 PM

Developed by  **Schneider**  
GEOSPATIAL



## Parcel Summary

**Parcel ID** 04583-011R  
**Location Address** 401 PETERS ST  
 PORT ST JOE 32456  
**Brief** S 36 T 7 R 11 & S 1 T 8 R 11 10.46 ACRES ORB 60/506 FR SCHOOL BOARD LESS ORB 376/874 TO GULF CO ASSOC FOR RETARDED CITIZENS ORB 399/469 FR  
**Tax Description\*** GULF CO ASSOC MAP 49D & 50A  
\*The Description Above is not to be used as legal documents.  
**Property Use Code** MUNICIPAL (008900)  
**Sec/Twp/Rng** 36-75-11W  
**Tax District** City of Port St Joe (District 5)  
**Millage Rate** 17.9562  
**Acreage** 10.460  
**Homestead** N

[View Map](#)

## Owner Information

**Primary Owner**  
 City Of Port St Joe  
 PO Box 278  
 Port St Joe, FL 32457

## Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
108600	IMP COUNTY	10.46	AC	0	0

## Residential Buildings

**Building 1**  
**Type** GOVT BLDG  
**Total Area** 4,568  
**Heated Area** 3,368  
**Exterior Walls** CONC BLOCK  
**Roof Cover** BUILT-UP  
**Interior Walls** MINIMUM  
**Frame Type** N/A  
**Floor Cover** CONC FINSH  
**Heat** CONVECTION  
**Air Conditioning** WINDOW  
**Bathrooms** 0  
**Bedrooms** 0  
**Stories** 0  
**Effective Year Built** 2005

**Building 2**  
**Type** SCHOOL  
**Total Area** 16,346  
**Heated Area** 15,008  
**Exterior Walls** CONC BLOCK  
**Roof Cover** BUILT-UP  
**Interior Walls** WALL BD/WD; MINIMUM  
**Frame Type** N/A  
**Floor Cover** CONC FINSH  
**Heat** FORCED AIR  
**Air Conditioning** CENTRAL  
**Bathrooms** 4  
**Bedrooms** 0  
**Stories** 1  
**Effective Year Built** 1978

\*Effective Year is simply the difference between economic life and remaining economic life of the structure.  
 The year is evident by the condition and utility of the structure.  
 The Effective Year may or may not represent the Actual Year Built.

## Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0484	CANOPY (*)	1	100 x 100 x 0	10,000	SF	2004

## Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	05/03/2005	\$100	SW	376	874	Unqualified (U)	Vacant	CITY OF PORT ST JOE	GULF COUNTY ASSOC FOR RETARDED CITIZENS

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19<sup>th</sup> day of January A.D., 2018, 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 19<sup>th</sup> day of January, 2018.

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 extent 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:

James "Bo" Patterson  
JAMES "BO" PATTERSON, Mayor

Attest:

Charlotte M. Pierce  
CHARLOTTE PIERCE, City Clerk

(Seal)

THE WASHINGTON IMPROVEMENT  
GROUP, INC., a Florida corporation

(Seal)

By:

Letha Mathews  
LETHA MATHEWS,  
Its President

Attest:

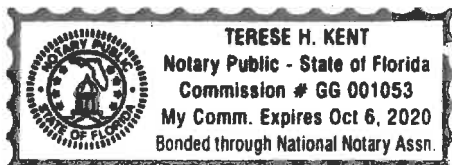
Lois Byrd  
LOIS BYRD  
Secretary

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 JAMES "BO" PATTERSON 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

Witness my hand and official seal in the County and State last aforesaid this 19 day of January, 2018.



Terese H. Kent  
Notary Public

My Commission Expires: 10/06/2020

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):

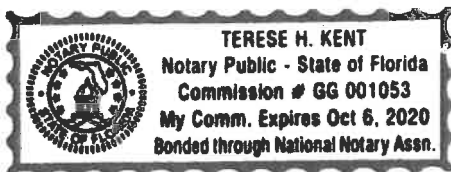
( ☒ ) Personally known to me      (    ) Other \_\_\_\_\_

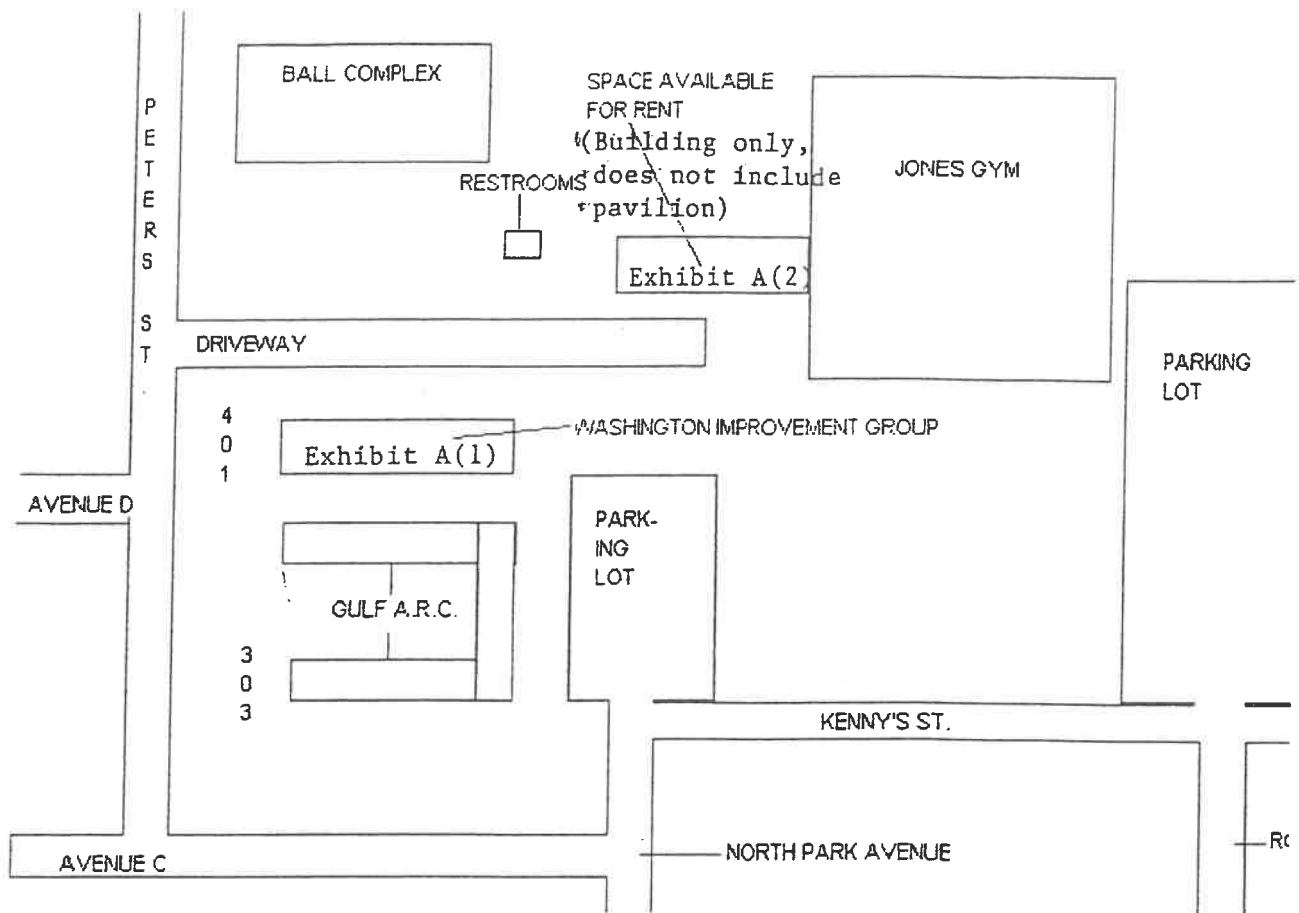
Witness my hand and official seal in the County and State last aforesaid this 23 day  
of January, 2018.



Notary Public

My Commission Expires:





**RFP # 2019-01**  
**Roof Replacement of the Cape San Blas Lighthouse Keepers' Houses (2)**  
**February 15, 2019** *extended to 2/22/19*  
**4:05 P.M.**

**4:05 P.M.**

**City Commission Conference Room**

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**Code Enforcement 2019Activity**  
**As of 2/26/2019**

		Open			Closed			Total			Increase
Unlawful											
Accumulation		11			3			14			2
Substandard											
Structure		32			4			36			
Abandoned											
Vehicle		2						2			
Unlawful											
Sewer											
Land regulation											
Violation		24			19			43			11
Business Lic.											
Violation											
Special Master											
Hearings											
Building											
Demolition		12			42			54			
Waste											
Violation		7			5			12			
Sign											
Violation					434			434			13
	Total	88	Total		507	Total		595	Total		26