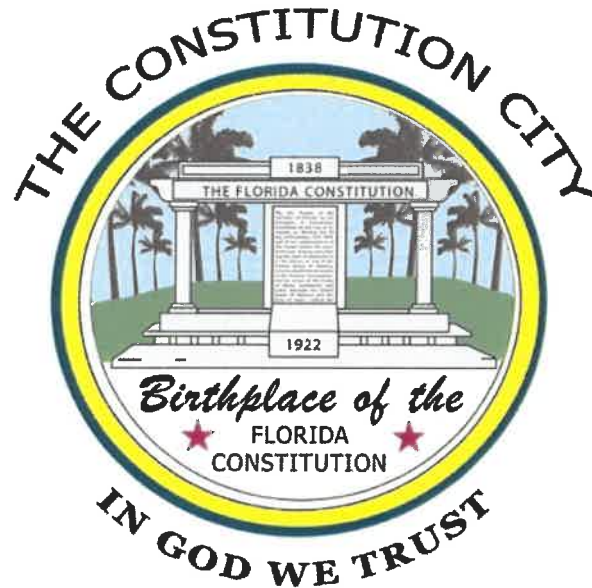


**December 7, 2021
Regular Meeting
12:00 Noon**



City of Port St. Joe

Rex Buzzett, 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

Tuesday December 7, 2021

Call to Order

Consent Agenda

Minutes

- **Regular Meeting 11/16/21**
- **Workshop Meeting 11/17/21**

Pages 1-4

Page 5

City Engineer

- **Maddox Park Gazebo- Update**
- **First Street Lift Station and Long Ave. Water/Sewer Project**
- **First Street Sewer Repairs and Paving**
- **Clifford Sims Park Plan**
- **City Hall Complex**

City Attorney

- **Food Truck Ordinance-Update**

Old Business

- **City Projects**
- **Covid-19 Update- Mayor Buzzett**

Pages 6-7

New Business

- **Boat Slip Rental Agreement, William Little- Comm. Hoffman**
- **PSJRA Membership**
- **Community Garden- Kim Miller**

Pages 8-16

Page 17

Public Works

- **Update**

Surface Water Plant

- **Update**

Wastewater Plant

- **Update**

Finance Director

- **Update**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants- Update**
- **Christmas Parade**

Pages 18-19

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, November 16, 2021, at Noon.

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of November 2, 2021, and the Special Meeting of November 5, 2021. All in favor; Motion carried 5-0.

Planning Board Recommendation

Final Plat Approval Windmark Creekside Phase 1-C

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowery, to approve the Final Plat Approval for Windmark Creekside Phase 1-C. All in favor, Motion carried 5-0. The approval was recommended by the Planning Board and will be for 96 lots that were included in the original DRI.

Jason Scarbrough of the St. Joe Company thanked the Commission for their approval of the Plat.

City Engineer – Caleb Brown

Maddox Park Gazebo

This project is out for re-bid.

First Street Lift Station and Long Avenue Water / Sewer Project

The project is under construction and the next progress meeting is scheduled for November 18, 2021.

First Street Sewer Repairs and Paving

This is currently in design and is at 90% complete. Dewberry is waiting on a schedule from the contractor for the First Street Sewer repairs.

Clifford Sims Park Plan

This project is currently in design.

City Hall Complex

Dewberry will be working with MLD Architects to prepare a Task Order for design.

Christy McElroy stated that she feels there is a conflict of interest for Dewberry to represent both the City and Gulf County in this. She noted the City has a water plant that is not working at full capacity, there are no health and safety issues, the \$38,000,000 will hurt the citizens, and the County plan is not a backup plan.

City Attorney –

Food Truck Ordinance Update

Attorney McCahill noted that the process is progressing nicely and he anticipates having a copy of the Ordinance to the Commission and Staff by Friday for their review before being on the Agenda for the December 7, 2021, Meeting. Consensus was that a Workshop would need to be held.

Mr. McCahill shared that State Statutes override local rule and that the City will need to resend the two letters recently sent to Homebased business owners.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to rescind the two Notices of Violation pertaining to Home Based Businesses and direct the City Attorney to review and re-write the City's LDR to conform to the State Statute regarding Home Based Businesses. All in favor; Motion carried 5-0.

Chester Davis shared that there are some Home Based Businesses that are being carried on behind closed doors and asked that the City be aware of this.

Old Business

City Projects

Mr. Anderson shared that programs are ongoing.

Commissioner Langston asked what was being done about the WIG Walk Way and Mr. Anderson shared that it had been discussed in the meeting with the engineer Monday. The engineer is working on a Task Order for bid specs.

Covid-19 Update Mayor Buzzett

Numbers continue to trend downward, booster shots and shots for children are also available and Mayor Buzzett encouraged everyone to take advantage of these options.

New Business –

Rob Sumner 1309 Monument Avenue; Request to Cut a Tree on City Right-of-Way

Mr. Sumner requested that the tree across the street from his house be removed because of powerlines, damage to the sidewalk, and public interest.

Christy McElroy shared that live oaks are incredibly important to soak up water, that alternatives should be considered around trees and open space management should be used. She noted the Commission is opening up Pandora's box with this.

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, for the tree to be removed at the expense of Mr. Sumner. All in favor; Motion carried 5-0.

RFP 2021-15 Monument Avenue Sidewalks Change Order (Handout)

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve a Change Order in the amount of \$86,120 to provide additional sidewalks on both sides of Monument Avenue from Thirteenth Street to Sixteenth Street. All in favor; Motion carried 5-0.

Washington Gym – Historic Register Workshop

Mr. Anderson reminded the Commission of the Workshop schedule for tomorrow at 10 A.M. in the Commission Chamber at Ward Ridge.

Public Works – John Grantland

Mr. Grantland noted that work is progressing at 16th Street; service should be available to Park Point by mid December, and engineers are working on the Haven and Sea Grass Roads for sewer.

He also shared that the City has been notified that we will be receiving a \$4,304,600 grant for the Beacon Hill Sewer and \$965,000 for Septic to Sewer for 175 new customers.

Surface Water Plant – Larry McClamma

Mr. McClamma reported that the Tenth Street and Long Avenue Tank is back on line and this gives an additional 200,000 gallon backup water supply.

Wastewater Plant – Kevin Pettis

Mr. Pettis stated that there is 3' of free board in the lagoon; the Consent Order ends on November 22, 2021, and his employees are doing maintenance on equipment. The By-pass pump at the headworks is not large enough to remove water quickly and he is looking for an 8" pump that will keep up the 500,000 gallon discharge needed for high volume days. Algae should be less in the cooler months, and spraying continues in the spray field zones.

Finance Director – Mike Lacour

Mr. Lacour noted that the FRDAP Grants for Washington Gym and Dooder Parker Park are on hold until a survey is completed. Once the survey is provided, a Letter of Commencement will be given. FEMA Grants for Maddox Park and Clifford Sims Park are still progressing with engineering. He reminded the Commission that there are several large projects that we have expended funds on and are waiting on \$1,200,000 in reimbursement funds from SRF for the Long Avenue Project.

Code Enforcement –

It has been a very busy week working with FL Statutes and rules that have changed because of changes in statutes.

Police Department – Chief Richards

Chief Richards shared that equipment purchased with grant funds is in and has been installed in department vehicles. Patrol emphases is being given to Garrison Avenue, Avenue A, and Broad Street in an attempt to reduce excessive speeds.

City Clerk – Charlotte Pierce

Grants Update –

Clerk Pierce reported that City Staff continues to work with our grant writers on possible grants for the City.

Christmas Parade

Ms. Pierce reminded the Commission of the Christmas Parade on December 11, 2021, and shared that many positive comments were received about Port St. Joe from the 25th Anniversary Meeting of the FL Lighthouse Association that held here over the weekend.

Citizens to be Heard –

George Foxworth asked about the following issues in NPSJ:

Paving of Avenues C and D - It was pointed out that a grant has been requested for this work.

Stormwater Drainage at Battles Street and Avenue A - Mr. Anderson noted this is being addressed in the CDBG-DR Grant request.

City Right of Way - Mr. Grantland shared that ditches are the responsibility of the City but property owners are responsible for the initial cost if the owner requests that the ditch be piped. City Projects List – Mr. Foxworth requested, and was provided with, a copy of current City Projects.

Chester Davis asked about the status of the agreement with Ed Johnson and Miles Ballogg of Cardno. Mr. Anderson stated the attorney has reviewed the document and it is ready for signature. There will be a Workshop on December 14, 2021, at 11 A.M., before the regular Commission Meeting.

Commissioner Ashbrook noted that anyone wishing to serve on the PSJRA should attend the Workshop for the training of board members.

Mr. Davis stated that NPSJ PAC projects are ongoing and open to the public. He shared that the PAC had received a \$200,000 grant from EPA and Brownfields for a study, there are overhanging trees in the 200 Block of Avenue D and asked that something be done to eliminate this problem, and address the issue of cars that have been left in the City Right of Way. Mr. Davis shared that the PAC is working with the Community Action Team under Life Management to help direct the paths of youth in the community to prevent them from starting gangs.

Letha Mathews shared her continued concerns about mold and the lack of repairs made to Gateway Apartments. Mayor Buzzett explained that the residents need to handle this. Commissioner Hoffman shared that HUD had performed unit inspections. It was suggested that Ms. Mathews might want to contact the health department or HUD concerning this.

Christy McElroy stated that she was not surprised that there are issues with PACES and noted they are trying to move forward with projects in other communities. She feels the City should put pressure on the developer, needs to be talking about how they did not hold up their bargain, and create policies with teeth in them.

She noted the bike path is still not packed where bicycles can use it. Mr. Grantland shared there is a commitment from the contractor for dust to pack the path. There are safety issues where construction is being done and she feels that cones and appropriate safety devices should be used.

Discussion Items by Commissioners

Commissioner Hoffman did not have any additional issues to discuss with the Commission.

Commissioner Lowry asked what the Commission plans to do for employee appreciation for this year. No consensus was given.

Commissioner Ashbrook did not have anything else for the Commission.

Commissioner Langston referenced an accident at a railroad crossing and asked about Exempt Signs for the crossings. He also asked where we are on School Zone Signs and requested that the lights on MLK Blvd. be working before the Christmas lights are put up.

Mayor Buzzett did not have any issues to discuss with the Commission.

Motion to Adjourn –

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:15 P.M.

Approved this _____ day of _____ 2021.

Rex Buzzett Mayor

Date

Charlotte M. Pierce, City Clerk

Date

**MINUTES OF THE WASHINGTON GYM HISTORIC REGISTER WORKSHOP FOR
THE BOARD OF CITY COMMISSIONERS FOR THE
CITY OF PORT ST. JOE FLORIDA, HELD IN THE COMMISSION
CHAMBERS, 2775 GARRISON AVENUE, November 17, 2001, AT 10:00 A.M.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Finance Director Mike Lacour were also present. Commissioner Lowry joined the meeting at 10:20 A.M.

The purpose of the Workshop was for the North Port St. Joe George Washington High School Grant as presented by Cleary Larkin, Ph.D., R.A., Acting Director, Historic Preservation Program, Assistant Scholar, Department of Urban and Regional Planning, Director, Preservation Institute Nantucket, University of Florida.

Mayor Buzzett welcomed everyone to the Workshop.

Dr. Larkin reviewed the Spring 2020 Cultural Resource Survey Project that was conducted by UF Students. She shared that there is \$83,000 for the project and they will work with various groups to get the site listed on the FL Master File Site and ultimately on the National Register of Historic places.

Dr. Larkin shared that the grant began on July 1, 2021, and will run through June 30, 2023. She noted other funding sources for improvements to the site and discussed the significance of the site to the North Port St. Joe Community

Mayor Buzzett thanked Dr. Larkin and those attending for their input, and adjourned the Workshop at 10:43 A.M.

Approved this _____ day of _____ 2021.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

Current City Projects 12/7/21

- Washington Gym Bathroom- County Approved a match of up to \$25K to Rehab. the Restrooms on 8/24/21
- Keepers' Quarter (Eglin) Rehab- Under Construction
- Tree/Stump removal from Parks- Ongoing
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- Dewberry is working on a plan
- Maddox Park Gazebo- Project has been rebid
- Splash Pad- Applied for a FRDAP Grant & a Legislative Request 10/21
- City Pier Lighting- Being Reviewed by City Electricians
- Centennial Bldg. Rehab- Grant Approved
- Lighthouse Complex Rehab- Grant Approved
- Core Park Stage, Splash Pad, & Restroom- Applying for Legislative Funding 11/1/21
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Waiting on Grant Agreement
- Stormwater Rehab. MLK Corridor CDBG-DR (FAMU)- Grant Application was not approved
- City Hall Complex- Working on a possible USDA Grant/Loan
- Community Garden- Lease Agreement signed
- Park Point Sewer- Materials to be delivered the end of October
- First Street Sewer Rehab- Approved by the Board as an Emergency Repair 6/1/21, submitted to SRF for inclusion in the Long Ave Project
- First Street Paving from First Street to Hwy 71 SCOP- Under Design
- Long Ave Water/Sewer- Under Construction
- Lighthouse Rehab- Approved to bid on 7/6, working on Bid Docs
- Monument Ave. Sidewalks- Bids received change order on the 11/16/21 agenda

- Dooder Parker Park- Outdoor Exercise Equipment & Disc Golf Improvements- Waiting on the State Approval to Award Bid, Part of the Monument Ave. Concrete Bid
- Washington Gym Complex- Outdoor Exercise Equipment & Disc Golf Course- Waiting on State Approval to Award Bid, Part of the Monument Ave. Concrete Bid
- Buck Griffin Lake Fishing Pier Rehab- Complete
- Buck Griffin Lake Sidewalk Repair- Complete
- Haven Road & Sea grass Circle Sewer- Under Design & Permitting
- New Boat Ramp Access Road- Under Design
- 16th Street Drainage Repair- Complete
- Dugout Repairs at Benny Roberts Park- City staff is making the repairs

BOAT SLIP RENTAL AGREEMENT

THIS BOAT SLIP RENTAL AGREEMENT (herein, "Agreement") is made and entered into this ____ day of _____, 20____, by and between CITY OF PORT ST. JOE FLOIRDA, a , INC., a Florida municipal corporation (hereinafter City"), and

(herein, "Tenant"), who's relevant business information is listed below;

Boat Name _____

Owner/Owner's Representative Name _____

Business Address _____

telephone number: _____ cell number: _____

The above named agree to the following rental terms:

1. **LEASE.** City leases to Tenant and Tenant leases from City Boat Slip # _____ (herein, "Boat Slip" or "Premises"). Tenant agrees to use the Boat Slip solely for the docking or mooring of one (1) boat, which boat is described on Exhibit "A" – Boat Description, attached hereto and incorporated herein by reference, as allowed by the City and for no other purposes and uses whatsoever. Tenant hereby accepts the Boat Slip in "as is" condition.
2. **USE OF PREMISES.** The Premises shall be used for the docking and mooring of a commercial fishing vessel as well ingress and egress for its customers (the "Permitted Use"), and for no other purpose without express consent of City, and shall not be used for any illegal purposes, nor in violation of any regulation of any governmental body having jurisdiction.
3. **TERM AND RENT.** The term of this Lease shall be for a period of _____ months, commencing on _____, 20____ and ending on _____, 20____.

Rent shall be calculated at **\$12.00** per foot. All measurements shall extend from the bow of the boat past the motor at the stern of the boat.

Monthly Rent as agreed upon shall be \$ _____ per month due, paid in advance. Rent is due on the first day of every month and shall be considered late is not paid by the 5th of every month. All late payments shall be subject to a 10% late fee.

4. **INSURANCE AND INDEMNITY.** City shall not be liable for any damage or liability, of any kind, or for any injury to or death of any persons or damage to any property on or about the Boat Slip Property, or personal property of Tenant from any cause whatsoever, except to the extent any such is attributable to City's gross negligence or willful misconduct.

- a. Tenant shall indemnify and save City and City's agents and employees harmless from and against suits, claims, actions, damages, liability, expense, court costs, and attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at, or from the Boat Slip Property or the occupancy or use by Tenant of said Boat Slip Property or any part thereof, or occasioned wholly or in part by act or omission of Tenant, Tenant's agents, contractors, employees, invitees, or licensees, including any default by Tenant of obligations on Tenant's part to be performed under the terms of this Lease. Tenant shall not be liable for damage or injury occasioned by the sole negligence or willful acts of City or its agents, contractors, servants or employees, unless such damage or injury arises from perils against which Tenant is required by this Lease to insure and then only to the extent of such insurance. In case any action or proceeding is brought against City or City's officers, directors, employees, agents, successors and assigns, by reason of any claims as to which Tenant is obligated to indemnify and save City harmless, Tenant, upon notice from City, shall defend the same at Tenant's expense by counsel approved in writing by City, which approval shall not be unreasonably withheld. Tenant's indemnification obligations under this Section shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnifications in this Section are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.
- b. Except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to the gross negligence or willful misconduct of City, City shall not, without limiting the provisions of Section (a), above, be responsible or liable to Tenant or any of Tenant's agents, employees, sub-tenants, assignees, licensees, contractors or invitees for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or for any damage caused by water leakage from any part of the Boat Slip Property or from the pipes, appliances or plumbing works, or by any other cause of whatsoever nature, or loss of property within the Boat Slip Property from any cause whatsoever or any damage caused to the Boat Slip Property, or the public, or caused by construction of any private, public or quasi public work.
- c. Anything in this Lease to the contrary notwithstanding, City and Tenant hereby waive any and all rights of subrogation for themselves and any insurer against each other, their respective agents, officers and employees for any loss or damage that may occur to the Boat Slip Property and to all property, whether real, personal or mixed, located in or at the Boat Slip Property, by reason of any peril to be insured under this Lease regardless of cause or origin, including negligence of the parties hereto, their respective agents, officers and employees. Since the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which had

issued to its property insurance policies, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such coverage by reason of said waivers. If no endorsement is allowed or available to prevent the invalidation of such coverage by reason of said waivers, then such waivers shall not apply in any case which would result in the invalidation of any such policy of insurance. Each party shall notify the other if such party's insurance would be so invalidated and an endorsement of such policy is not available.

- d. Tenant covenants to provide on or before the Effective Date of this Lease and keep in force (at Tenant's cost and expense) during the term of this Lease, the following insurance coverage with respect to the Boat Slip Property:
 - i. Comprehensive general liability insurance and casualty insurance, individually and/or in conjunction with an umbrella policy, covering claims on an occurrence basis, to include contractual liability, and with limits of not less than \$1,000,000.00 combined single limit insurance for bodily injury and property damage. The insurance coverage required under this Section shall, in addition, extend to any liability arising out of the indemnities of Tenant provided for in Section (b), above. In the event Tenant's comprehensive general liability insurance policy shall insure Tenant's ownership or operation of more than one location, then such policy shall contain an endorsement that the aggregate limit of all insurance required under this Section shall apply separately to each location owned or rented.
 - ii. Pollution Liability Insurance. Tenant shall, at its sole expense, during the entire term of this Lease, keep in full force and effect a policy or policies of comprehensive pollution liability and property damage insurance covering the Premises and the business operated by Tenant and any sub-tenants or assignees of the Tenant on or about the Premises. The pollution liability insurance shall not be less than \$5,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs, for any release of any pollutants and/or contaminants, whether released to air, soil or water and whether the release is on or off the Premises. Coverage shall be maintained for two years after the term of the lease.

- iii. Comprehensive Automobile liability (if any automobile is to be used in or around the Boat Slip Property) with limits of liability of not less than \$1,000,000.00 each accident;
 - iv. Workers compensation insurance as required by the State of Florida and Federal law as may be applicable, which shall include, but is not limited to, The Longshore and Harbor Workers Compensation coverage, and Employer's Liability insurance in the amount of at least \$500,000.00 for any one accident or disease;
 - v. Special Form Causes of Loss insurance covering Tenant's trade fixtures, machinery, equipment, furniture, supplies and other personal property of Tenant within the Boat Slip Property against perils included within extended coverage, and coverages against perils including, but not limited to, vandalism and malicious mischief, theft, explosion, and water damage of any type. Tenant's property damage insurance shall include 100% full insurable replacement value with no coinsurance penalty. Any policy proceeds from such insurance shall be held in trust by Tenant for the repair, reconstruction, restoration or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate;
- e. Tenant's policies shall be endorsed, name City, City's lender, and such other person or firms as shall be specified by City as additional insureds. All insurance coverage required herein shall be with companies and in forms satisfactory to City (companies licensed to do business in the State of Florida with a Best's rating of A-/X or better shall be deemed satisfactory). All such insurance shall contain endorsements that such insurance may not be canceled or amended with respect to City (or its designees) except upon thirty (30) days' prior written notice to City (and any such designees) by the insurance company. Tenant shall be solely responsible for payment of premiums and City (or its designees) shall not be required to pay any premium for such insurance. In the event of payment of any loss covered by such policy, City (or its designees) shall be paid first by the insurance company for City's loss. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to City at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to City, of the payment of the premiums therefor. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then City may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall reimburse the cost thereof, on demand.
- f. The minimum limits of the comprehensive general liability policy of insurance shall be subject to increase at any time, and from time to time, if City shall deem

same necessary for adequate protection. Within thirty (30) days after demand therefor by City, Tenant shall furnish City with evidence of Tenant's compliance with such demand.

5. **ENVIROMENTAL COMPLIANCE.** Tenant shall use, and cause its Invitees and any persons on or about the Boat Slip Boat Slip Property at the direction of or because of Tenant, to use the Boat Slip Property only in full compliance with in accordance with all Environmental Laws. Tenant shall not permit the generation, storage, dispersal, release or transportation of any petroleum products or other Hazardous Substance on, in, under or upon the Boat Slip Property. Should Tenant permit fueling of vessels from the Park via mobile fueling services, such provider must have all necessary and required permits for the Florida Department of Environmental Protection Agency and all other governing or regulating entities with jurisdiction of same. Further, Tenant must provide City with a valid and effective copy of the mobile fueling vessel's certificate of insurance and other related governmental authorizations to conduct mobile fueling.

For purposes of this Agreement, "Hazardous Substance" means any substance, material or waste of any kind or character which may be dangerous to health or to the environment, or which is or may become regulated as hazardous or toxic waste, pollutants, contaminants or substances, or which requires special handling, storage or treatment, including without implied limitation, all "hazardous matter," "hazardous waste," "hazardous substances," "asbestos," "petroleum products," and "oil" as defined in or contemplated by any Environmental Laws.

The Boat Slip Property is an Environmentally Sensitive Area. Pursuant to the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 – prohibiting discharge of untreated sewage) and all other Federal, State, County and municipal laws and regulations, no person shall discharge oil, spirits, inflammable liquids, any foreign substance or oil bilge water into the Marina. Refuse shall not be thrown or otherwise disposed of into the Marina waters. All refuse and waste (with the exception of motor oil, batteries, gas, diesel, or other hazardous material) shall be disposed of properly and not on the Boat Slip Property or Licensor's Marina.

Upon becoming aware of any environmentally related issues which could detrimentally impact the Boat Slip Property, Tenant shall immediately notify the City of such and forthwith, diligently and expeditiously remediate such violation or contamination in full compliance with all Environmental Laws, all requirements of any such governmental authorities. Tenant, at the cost and expense of the Tenant, may have such environmental audits performed to determine whether or not any such remediation has been so completed. If Tenant shall fail to commence any such remediation as provided herein or, after commencing such remediation fails to immediately, forthwith, diligently and expeditiously complete such remediation, City shall have the right but not the obligation to perform and complete such remediation and Tenant shall reimburse City for the cost thereof together with lawful interest thereon.

6. **IMPROVEMENTS.** Tenant shall not undertake any improvements on Premises without the express written consent of the City.
7. **TAXES AND SERVICES.** Tenant agrees to pay all applicable sales tax and all other governmental taxes related to the Agreement, regardless of whether described in this Agreement or not. Tenant agrees to pay for all services provided related to the Agreement (herein, "Services") in accordance with the rates established by City, from time to time. All fees and charges for Services shall be payable in advance unless otherwise agreed to by both parties.
8. **ASSIGNMENT.** Tenant shall not assign or sublet this Agreement. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by City.
9. **OWNERSHIP BY CITY.** Tenant acknowledges and agrees that the real property to which the Boat Slip is attached is exclusively owned by the City and, therefore, the Boat Slip and its use thereof are subject to the terms and conditions hereof. Tenant acknowledges and agrees that the tenancy herein created is inferior to and governed by the terms, provisions and conditions contained in the Cooperative Documents, as amended from time to time.
10. **MAINTENANCE OF BOAT.**
 - a) **Maintenance by Tenant.** Tenant shall keep and maintain the Boat and all personal property of Tenant in good state of maintenance and repair and in a sightly, healthy and clean condition, and so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, and having jurisdiction. Painting, scraping, sand blasting, or repair of gear will not be permitted on the Premises.
11. **DAMAGES.** Tenant shall be strictly liable for any and all damages to the Boat Slip, dock and Attached Property and other facilities within the Premises, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, vendors, crew, invitees and/or invitees, or in any way relating to the Boat Slip, the Boat and/or the use thereof.
12. **NO ADDITIONS OR ALTERATIONS BY TENANT.** Tenant shall not make any additions or alterations in or upon the Boat Slip of any nature whatsoever without first having obtained the written consent of the City. Dock boxes are prohibited.
13. **RIGHT OF ENTRY BY CITY.** City, its agents, contractors, vendors and employees may at any time without consent of Tenant enter in and upon and have free access to the Boat Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well maintained condition, and making such repairs to the Boat Slip may deem necessary. City shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency.

14. **NOTICES.** Any notice that either party herein desires or is required to give to the other must be in writing to the addresses listed below

TENANT

LANDLORD

City of Port St. Joe
c/o Jim Anderson, City Manager
305 Cecil G. Costin Sr. Blvd
Port St. Joe, Florida

15. **DEFAULTS.** In the event that the Tenant defaults in its financial or other obligations under this Agreement, or fails or refuses to comply with the provisions of this Agreement or applicable law, City shall have the right to:
- (i) Revoke Tenant's Agreement and exclusive use of the Boat Slip;
 - (ii) Terminate this Agreement as provided herein and require the Tenant turn over control of the Boat Slip to the City without any obligation to Tenant, financially or otherwise;
 - (iii) enter upon the Boat Slip and tow and/or remove the Boat from the Boat Slip with prior written notice sent to Tenant by Certified Mail, Return Receipt Requested, and store the Boat at Tenant's sole expense;
 - (iv) exercise any and all other rights and remedies available to City herein.
16. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless City from and against any and all claims, fines, suits, actions, damages, causes of action, release or discharge of fuel, chemicals, waste or other pollutants by Boat or arising during the term of this Agreement, and for any personal injury, loss of life or damage to property sustained in or about the leased premises which arises in connection with the use of the leased premises by Tenant, or Tenant's family members, contractors, invitees or guests, and in connection therewith. Tenant shall also indemnify and hold harmless City from and against all costs, attorney's fees, expenses and liabilities incurred in and about such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any liability, cause of action, lawsuit, orders, judgments and decrees which may be entered therein or therefrom.
17. **TERMINATION.** Either party may terminate this Lease upon not less than thirty (30) days written notice to the other party at its official mailing address. In the event of early termination of this Agreement for any reason, no rent or fee shall be refunded to Tenant. Not later than five (5) days after termination of this Agreement for any reason, Tenant shall vacate the Boat Slip and leave same in condition as good or as better than it was at the beginning of this Agreement, reasonable wear and tear excepted. Should there be an environmental disaster as outlined herein, the City shall have the right to immediately terminate this Agreement without any written notice.

18. **UTILITIES.** City shall make available to tenant, water and electricity.

19. **MISCELLANEOUS PROVISIONS.**

- (a) All understandings and agreements between City and Tenant with respect to the Boat Slip are merged into this Agreement, which fully and completely express the parties' agreement. This Agreement may not be changed or terminated verbally and may be amended or modified only by an instrument in writing signed by Tenant and an authorized officer of the City.
- (b) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Venue of any dispute between the parties regarding this Agreement or the Boat Slip shall only lie in courts located in Gulf County, Florida. The prevailing party in any action arising directly or indirectly from this Agreement or Tenant's mooring of the Boat in the Boat Slip shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
- (c) The caption and titles to the various sections of this Agreement are for convenience and reference only, and in no way define, limit, affect or describe the proper scope or intent of this Agreement. All individuals named herein as Tenant are jointly and severally liable for all obligations pursuant to this Agreement. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof as to the identity of the person or persons, or as the situation may require.
- (d) No waiver, express or implied, of any breach of one or more of the terms and covenants contained in this Agreement shall be deemed or taken to be a waiver of any succeeding or other breach. Tenant agrees that the rights of City under this Agreement are cumulative and that any failure on the part of City to exercise promptly any rights hereunder shall not operate to forfeit any of said rights.
- (e) All promises, covenants and agreements set forth in this Agreement shall be binding upon, apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, City and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

City of Port St. Joe, Florida.

By: _____

Sign: _____

Print: _____

Date: _____

Tenant

Title: _____

Sign: _____

Print: _____

Date: _____

PORT ST. JOE REDEVELOPMENT AGENCY MEMBERSHIP APPLICATIONS RECEIVED

Date	Applicant
10/5/21	Chester F. Davis
10/22/21	Darrin R. Callaway
11/15/21	Loretta B. Costin
11/16/21	George E. Foxworth, Jr.
11/16/21	Eddie C. Fields

RECEIVED AFTER CLOSING DATE OF NOVEMBER 19, 2021:

Date	Applicant
12/2/21	Cheryl D. Steindorf

Grants Updated- 11/16/21

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded, waiting on a contract. No Match.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
Legislative Approp.	\$150,000	Washington Gym Restrooms. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Application submitted.
Historic Resources/Hurricane Michael	\$83,000	Washington Gym. Submitted by UF, ranked #10
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Approved with no match
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Potential Match for New Government Complex
FDEO	\$943,222.50	Commercial District Waterline Replacement. Potential DEO Grant due in January 2022.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21
FDEP	\$230,000	Resilient Florida (Study of PSJ). Submitted 8/30/21
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21
Legislative Appropriation	\$500,000	Core Park Splash Pad, Rest Room, & Stage. Application submitted 10/25/21 to Representative Shoaf

****\$23,879,572 in approved grants as of 11/16/21 highlighted in green****