

City Council Workshop
Tuesday, February 28, 2017 6:00 p.m.
Civic Center 105 N. 31st Street

Mayor Tom Bailey

Councilman Bill McGlothlin
Councilwoman Linda Albrecht

Councilman Rex Putnal
Councilman Jerry Wallace

1. Beach Rental Delivery Businesses- City Administrator
2. Banners- Mrs. Albrecht
3. CDC Lease Review- City Administrator
4. Parker and Canal Park Ribbon Cutting- Mrs. Albrecht
5. Inmate Labor- Mr. Putnal
6. Parker Park Rules- Mrs. Albrecht
7. Parking on Vacant Lots- City Administrator
8. Miscellaneous

*You are hereby notified that in accordance with Florida Statutes, you have a right to appeal any decision made by the Council with respect to any matter considered. You may need to insure that a verbatim record of the proceedings is made which may need to include evidence and testimony upon which the appeal is based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Adrian Welle, City Clerk, at 114 North 22nd Street, Mexico Beach, Florida 32456; or by phone at (850) 648-5700 at least five calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (TDD).



City Council
Agenda Abstract Form

Agenda items must be received by the City Clerk by Noon on the Thursday preceding the desired agenda, or it will not be considered per City Ordinance.

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT:

Linda Albrecht

ITEM TO BE CONSIDERED

Subject:

Banners for Highway 98

Reason For Agenda Item:

I brought this up last year, trying again this year. Having banners on the light poles, particularly during the busy tourist season I believe would be an asset.

Action Requested:

Discussion

Agenda Requested (ie: Regular Mtg, Pre Agenda, Workshop, and Special Mtg.):

Feb. workshop

ISSUE OVERVIEW

Background Information & Issue Summary:

The city has the approval from Duke Energy to place hardware on the poles. CDC may consider helping the city with the cost.



CITY OF MEXICO BEACH

P.O. BOX 13425 • MEXICO BEACH, FLORIDA 32410

Phone: 850-648-5700 Fax: 850-648-8768

Memorandum

TO: Mayor and City Council
FROM: P. Sabiston, City Administrator
RE: CDC Lease Welcome Center
DATE: June 1, 2004

Attached please find the updated lease for the Welcome Center facility to be executed by the CDC. I have forwarded these changes and the original lease to the CDC office. Minor changes were made to paragraphs 6 and 15 A. at the request of the CDC.

The CDC expressed some concern over the language in paragraph 16. C. dealing with the CDC's promise to give to the City a total of \$50,000 over the next 5 years for improvements to the Canal Park area. This promise is also contained in the executed Agreement of Responsibilities, last paragraph. Nothing has changed since that time and this was a crucial enticement to the City to allow the CDC to occupy the dwelling. The CDC was given a 5-year period to pay these funds in order to allow it to budget the expenditure. This provision should not be removed from the lease. Should the CDC not agree to this term, the City should not enter into an agreement with the CDC and should locate a different operator or tenant for the property.

*Attache to 6/8/04
minutes
of 1/21/04*

LEASE AGREEMENT

This Office Lease is entered into by and between the **City of Mexico Beach**, a political subdivision of the State of Florida, (hereinafter "Landlord"), and the **Mexico Beach Community Development Council, Inc.**, a Florida Not for Profit Corporation, (hereinafter "Tenant"). The purpose of this agreement is the lease of property by Tenant for its promotion of tourism in Mexico Beach, Florida and related matters.

1. LEASEHOLD

Subject to the terms and conditions set forth herein. Landlord leases to Tenant, and Tenant leases from Landlord, that certain office space located at 102 Canal Parkway, Mexico Beach, Florida ("Premises").

2. TERM

The Term of this Lease is for a period of 15 years, commencing on or about June 9, 2004 ("Commencement Date"), and ending June 8, 2019, unless terminated sooner as provided in this Lease.

3. RENT

Rent: Tenant shall pay Landlord as rent, for the possession and use of the Premises, the sum of \$250 per month, **payable monthly**. Rent is payable at the address of Landlord, P.O. Box 13425, Mexico Beach, FL 32410. Rent must be paid on or by the first day of each month. Should the monthly rental be paid after the 5th of the month, a 15% penalty shall be automatically added to the monthly rental for the month in question. **Should the monthly rental not be paid by the 15th of the month then the Tenant shall be in default and the default provisions of this lease shall control.** In the event of a disaster, such as fire, storm damage, flooding, etc., which renders the Premises unsafe or unusable, a prorated deduction of Rent will be **reflected in monthly payments until such time as the property is fully restored.**

4. USE OF THE PREMISES

Use and restrictions on Use. Tenant shall use the Premises for general office and meeting purposes for the promotion of tourism and other welcome center related activities. Tenant shall not use or allow the Premises to be used for a purpose or in a manner that is unlawful, illegal, or likely to cause damage to the Premises, to adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the Building. Tenant hereby agrees to provide restroom facilities to the public during all business hours and Saturdays from 9am to 4pm (external entrance to restrooms will meet this requirement).

5. TENANT IMPROVEMENTS

Any tenant improvements shall be in compliance with all applicable laws of all governmental authorities and shall only occur after prior written approval by the Landlord.

6. UTILITIES

Landlord shall, at the Landlord's sole expense, provide and pay for the

following utilities: normal and routine Water, Sanitation, and Sewage uses. Tenant shall be responsible for all additional utilities, including but not limited to, electrical, gas, cable, telephone, and communications. Tenant also shall be responsible for any county impact fee charges for water or sewer hook-up. Should the initial water or sewer or sanitation uses be increased by Tenant as a result of the installation of additional fixtures or facilities, Tenant shall be responsible for such increased uses or increased monthly charges that result from such addition(s).

7. PARKING RIGHTS

Tenant is granted a non-exclusive right for the use of Tenant's customers and invitees in the designated parking areas, including legitimate visitors to the Welcome Center. Tenant shall be responsible for the maintenance of the parking area and landscape plantings (not to include basic maintenance for the landscaping only) for one-year beginning on the initial lease term. Should the parking area become diminished or the landscaping perish, the Tenant shall be required to repair both to Landlord's satisfaction before Landlord will accept and maintain. Following the first one year, Landlord will maintain, in good condition and order, the parking area, including maintenance of ground services and trash and debris removal.

8. CLEANING AND JANITORIAL

Cleaning and Janitorial. Tenant shall dean and maintain all interior areas of the building, including the deck area, at its sole cost and responsibility, including maintenance painting and repainting of the walls and ceiling, repairing or replacing flooring as need, weekly cleaning of the interior space and interior restrooms. Landlord shall provide janitorial and cleaning services for the outside common areas and outside common restroom areas of the Building. In addition. Landlord shall provide for trash pick up from the Premises as part of its normally scheduled sanitation service.

9. REPAIRS AND MAINTENANCE

- A. Landlord's Obligations:** Landlord shall perform all necessary major repairs and maintenance on the Building and the leased Premises, and shall maintain same in good condition and working order. However, in the event of any damage or destruction resulting from any intentional or negligent acts of the Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair therefore, and such invoiced expenses shall be deemed additional Rent thereafter. "Major repairs or maintenance" shall typically be repairs or maintenance to the interior only of the building that require a total cost of more than \$1,000. Any exterior repairs or maintenance to the Premises shall be accomplished only at the discretion of Landlord.
- B. Tenant's Obligations:** Tenant shall maintain the leased Premises in a good, clean and safe condition, and shall on the expiration of this Lease or sooner termination thereof return the leased Premises in the same condition as received by the Tenant on the Commencement Date, reasonable wear and tear excepted.

10. INDEMNIFICATION

Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by acts of the Landlord. Tenant will indemnify and defend Landlord, by

counsel acceptable to Landlord, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

- (i) claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of the Tenant, Tenant's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Landlord's negligence or willful misconduct;
- (ii) claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Premises; and
- (iii) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this lease. The provisions of this Section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination.

11. INSURANCE

Tenant shall be required to obtain and to keep in full force and effect liability insurance for all activities which may occur at the Premises and the Premises itself in an amount not less than \$1,000,000. The Tenant shall obtain its own contents liability and casualty insurance coverage. Landlord shall obtain hazard and casualty insurance for the value of the Premises to insure only against insurable fire and weather related casualties that cause damage to the structure itself.

12. HAZARDOUS MATERIALS

Tenant will not allow or allow use of the Premises in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.

13. ENTRY

The Landlord reserves the right to enter the Premises at reasonable times, not to interfere with the day to day operations of Tenant's business, to inspect and perform maintenance and janitorial services in conjunction with the terms of this agreement.

14. ASSIGNMENT AND SUBLETTING

Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, subject to the Landlord's written consent, which consent may be withheld at the Landlord's sole discretion.

15. TERMINATION

This agreement may be **terminated** by:

- A.** Either party upon destruction of the leased premises by fire or other casualty;
- B.** By the Landlord upon the Tenant's default of any provision of this agreement; or should the Tenant not continue to act as Bay County's designated and legal entity for the promotion of tourism in Mexico Beach, FL and the recommending entity for use of the County's tourism tax proceeds.
- C.** By the Tenant or Landlord upon Dissolution of the Corporation.
- D.** By both parties, thirty (30) calendar days following the complete execution by both parties of an agreement to terminate this lease agreement.

- E. Upon default, each party shall give the other party ten (10) days notice of the default in writing. The default shall become final if the default is not cured within ten (10) days from the written notice. The ten (10) day period shall begin to run three (3) days following the postmark date of the default notice or acknowledgement of receipt by hand delivery, whichever is earlier.

16. OTHER TERMS

A. The Tenant fully acknowledges that the Premises, dwelling, and other improvements located on the Premises are the sole and exclusive property of the Landlord. The Landlord possesses all right, title and interest to this property, specifically including the building attached to such property. The Tenant hereby causes title, bill of sale, and ownership of the building located on said Premises to transfer and convey to Landlord; and Tenant agrees to execute any additional documents, deemed necessary in the sole discretion of Landlord, to transfer sole title to Landlord.

B. Tenant understands and acknowledges that the park property surrounding the Premises (hereinafter "Park") is the sole property of Landlord and not part of this lease except as set forth below. Any use of such property shall be granted only by approval, temporary or permanent, of the Landlord.

C. Tenant hereby agrees to give to Landlord \$50,000 in funds paid over a five (5) year period for improvements to the surrounding Park. Said improvement funds shall be paid as follows: \$12,500 in 2004 upon invoice from Landlord for the improvements; \$9,375 in 2005; \$9,375 in 2006; \$9,375 in 2007; and, \$9,375 in 2008. Tenant retains the right to pay-off all remaining funds in advance of the above schedule. This provision for the payment of \$50,000 for Park improvements shall survive any termination of this Lease by either party, except that should the Tenant dissolve its corporation and Tenant, or any replacement organization or entity connected with the former Tenant corporation, cease to be the taxing custodian for the Mexico Beach hotel/motel tourism sales tax proceeds, the remainder of this obligation shall terminate.

17. MISCELLANEOUS

A. **Agreement.** An agreement, attached to the lease, is responsibilities agreed to by the Community Development Council and the City of Mexico Beach. The terms of this Lease shall prevail over any and all terms set forth in any other prior agreement(s) between the parties.

B. **Time.** Time is of the essence in this Lease.

C. **Attorney's Fees.** In any action that either party brings to enforce its rights under this Lease, the prevailing party shall be entitled to all of its costs plus reasonable attorney's fees to be fixed by the court. Those costs and attorney fees will be considered a part of the judgement in that action.

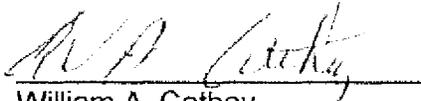
D. Severable. If any provision of this Lease or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and application of it will remain in full force and will not be affected, impaired, or invalidated.

E. Governing Law. This Lease will be construed and enforced in accordance with the laws of the State of Florida.

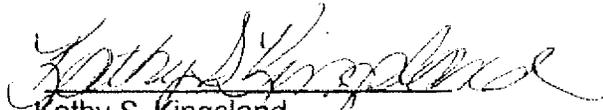
F. Notices. All notices to be given under this Lease will be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by telecopy (immediately followed by one of the preceding methods), to the Landlord's Address and Tenant's Address, or to any other place that Landlord or Tenant may designate in a written notice given to the other party. Notices will be deemed served on the earlier of receipt or three (3) days after the date of mailing. Notices to the Landlord shall be sent to P.O. Box 13425, Mexico Beach, FL 32410. Notices to the Tenant shall be sent to P.O. Box 13382, Mexico Beach, FL 32410.

G. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Lease is executed on this 7/2 day of **2004**, in the City of Mexico Beach, County of Bay, State of Florida.



William A. Cathey
Chairman of the Board
Mexico Beach
Community Development Council, Inc.



Kathy S. Kingsland
Mayor
City of Mexico Beach

Attest:

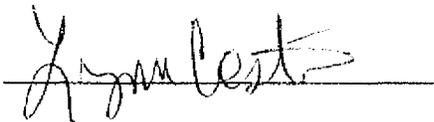


Jack Mullen
Secretary of the Corporation

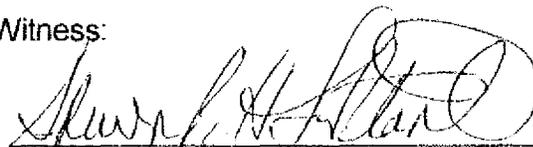


Henry B. Flack
City Clerk

Witness:



Witness:



AGREEMENT OF RESPONSIBILITIES

Mexico Beach Community Development Council, Inc. and the City of Mexico Beach, FL.

In the interest of entering into a fifteen (15) year lease agreement between the City of Mexico Beach ("City") and the Mexico Beach Community Development Council, Inc. ("CDC") for the use of the City-owned Green Property located on Highway 98 and Canal Parkway (the "Property" or "Greene Property") as a location for the Mexico Beach CDC's welcome center, the below responsibilities have been agreed upon and approved by both parties' governing boards. The intent of this document is to establish terms for a fifteen (15) year lease and shall either be included within the lease or shall be placed in a separate document and attachment to the same:

Both parties understand and acknowledge that this document is only meant to serve as a working term sheet until a lease is formally adopted and approved. ALL TERMS are subject to further negotiations and will be placed in a formal written lease contract before the CDC occupies the facility.

The CITY will be responsible for:

1. A suitable and sizeable location on the Green Property to relocate the commercial building currently utilized as the Hide-A-Way Harbor ship's store. The location shall be the back portion of the property immediately adjacent to the first duplex on Canal Parkway (the rear of the building facing the side of the homes and the front of the building facing Hwy 98 and the proposed new DOT access road). See attached site plan.
2. Providing sight plan showing the location of where the building is to be located showing relationships to existing and future roads and landmarks.
3. Adequate liability insurance for the building, equal to that provided for the Civic Center.
4. Water, Sewer and Garbage service for the term of the lease at no cost to the CDC.
5. Obtaining City, County and any other permits necessary for locating the building and connecting water, sewer and electrical (not including impact fees).
6. An option to renew the lease with new provisions, fees, etc., prior to the end of the existing lease.
7. The City shall incur the cost, if any, for City sewer and water impact fees; however, this is not to include the cost of County impact fees, if any, plumbing for water and sewer hook-up to and from the building, or mains and meters.
8. The City will service, clean, lock and/or unlock the exterior restroom facility.

The Mexico Beach CDC will be responsible for:

Upfront Costs

1. The cost of moving and relocating the building to include cost of utility line movement.
2. The cost of providing base parking and handicap accessibility to the structure and its restroom/shower facilities at the immediate site of the new building location as set forth in the site plan.
3. The cost of improvements to the building including renovations, plumbing and electrical hookups. This shall include at a minimum new flooring throughout, new exterior doors, new wood deck at the entry way, patch decking as necessary surrounding the building, handicapped

ramp(s), interior office space renovations (replacing the freezer area), performing any upgrades/replacement to HVAC system as needed, interior painting and other finishes.

4. Cost of providing external and after-hours access to restrooms (at least one), and handicap accessibility as necessary.
5. Cost of providing showers (2), with external and after-hours access, and handicap accessibility as necessary.
6. The cost of landscaping to the entire CDC lot (approximately 60' x 90') and parking area, as approved by the City, and CDC signage on the premises and on Highway 98.
7. CDC shall cause title or bill of sale to be transferred to the City before occupancy begins.
8. CDC shall hold harmless the City from any liability resulting from any acts of negligence, torts, or intentional acts by the CDC, or its officers, employees, or persons acting on behalf of the CDC, or at a CDC function that result in damages of any nature.
9. Purchase liability insurance for the facility and name the City as an additional insured.

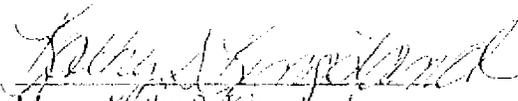
Ongoing responsibilities of the CDC through the term of the lease and as renewed

1. The monthly utilities, less water sewer and garbage, subject to modification during any renewal periods.
2. Allowing usage of restrooms during business hours and on Saturdays from approximately 9am til 4 pm (external entrance to restrooms will meet this requirement).
3. The ongoing maintenance to the building interior as will be set forth in the Lease.
4. Monthly rent to be \$250 per month for a fifteen (15) year initial lease term.

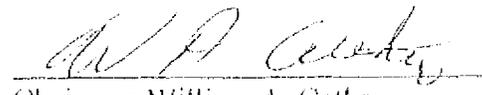
Park Improvements

The cost for installing park amenities, to be determined by the City, with itemized costs not to exceed \$50,000 payable in the form of reimbursement to the City over a five-year period. In year one, the Mexico Beach CDC shall pay at a minimum one fourth (\$12,500) to the City at beginning of project and City shall submit to CDC, upon completion of work, all itemized costs for such contribution. The remaining costs to City by CDC will be prorated and paid over a four-year period. The Mexico Beach CDC retains the option to pay off the balance in full at an earlier date.

Agreed to the 9th day of February, 2004 by the undersigned parties.



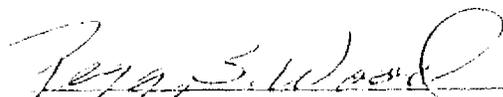
Mayor Kathy S. Kingsland
City of Mexico Beach



Chairman William A. Cathey
Mexico Beach CDC, Inc.



Henry Flack - City Clerk
City of Mexico Beach



Vice Chairperson
Mexico Beach CDC, Inc.



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AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT:

Linda Albrecht

ITEM TO BE CONSIDERED

Subject:

Ribbon cutting ceremony Canal Park / Parker Park

Reason For Agenda Item:

With the completion of Parker Park and Canal Park completion in a couple of months, wondering if there are plans for any ribbon cutting ceremony.

Action Requested:

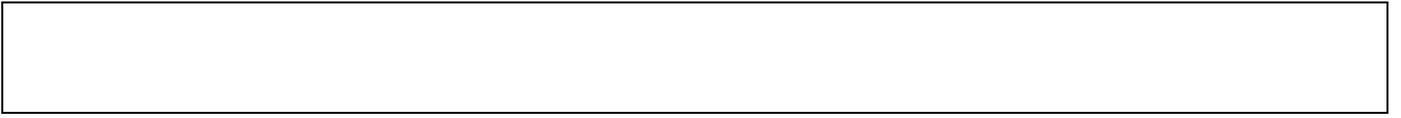
Discussion at the Workshop mtg.

Agenda Requested (ie: Regular Mtg, Pre Agenda, Workshop, and Special Mtg.):

Feb. Workshopp

ISSUE OVERVIEW

Background Information & Issue Summary:





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Agenda Abstract Form

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AGENDA ITEM #

Consent Agenda	Regular Agenda	Closed Session

PRESENTER/INFORMATION CONTACT:

ITEM TO BE CONSIDERED

Subject:

Inmate Labor

Reason For Agenda Item:

Addition of several new parks, sidewalks and bike paths getting covered by sand, grants not pursue because of additional upkeep,

Action Requested:

Discussion by citizens + council members to weigh the pros and cons of the use of inmate labor. If there is support take the next step to find out the cost.

Agenda Requested (ie: Regular Mtg, Pre Agenda, Workshop, and Special Mtg.):

Workshop

ISSUE OVERVIEW

Background Information & Issue Summary:



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AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT:

Linda Albrecht

ITEM TO BE CONSIDERED

Subject:

Parker Park use

Reason For Agenda Item:

Parker Park is ready to be used. Will there be any requirements for large groups to use the park?

Action Requested:

Discussion at Feb. workshop.

Agenda Requested (ie: Regular Mtg, Pre Agenda, Workshop, and Special Mtg.):

Feb workshop

ISSUE OVERVIEW

Background Information & Issue Summary:

ORDINANCE NO. 663

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MEXICO BEACH; AMENDING TEMPORARY USE; PROVIDING REGULATIONS ON THE USE OF VACANT LOTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Mexico Beach determined that it is in the best interest of the City this Ordinance be enacted for the public health, safety, and welfare;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH:

Section 1. Section 2.02.02 (I)(3) is hereby deleted.

Section 2. Section 2.02.02 (K) is created and reads as follows:

K. Use of Vacant Lots in all Zoning Classifications

- (a) Owners of vacant lots may store up to two personal vehicles on their lots. Vehicles may include cars, trucks, boat/trailer combos, utility trailers, recreational vehicles, or other personal vehicles of this character. No commercial vehicles allowed.
- (b) Owners of vacant lots may allow free storage for up to two personal vehicles on lots they own provided they provide the grantee written permission to do so. Written permission must be provided prior to placing the vehicles on the lot. Permission is subject to inspection by code enforcement or police officers. Renting storage space on these lots is not allowed. No commercial vehicles are allowed.
- (c) All vehicles stored on vacant lots must be serviceable, operational, and have current vehicle registration if required.
- (d) Commercial vehicles may be stored on General Commercial lots. ~~Commercial vehicles include all classes of trailers, trucks, boats, vehicles, cars, or other commercial vehicles which display commercial advertising or are obviously used by a business for commercial purposes.~~ Commercial vehicles include all classes of trailers, trucks, boats, vehicles, cars, or other vehicles which are (1) owned by a business, (2) display a commercial logo, identification, or advertising, or (3) are used by a business, including a sole proprietorship, for commercial purposes. Commercial vehicles may not be stored on lots of any other zoning classification. Commercial vehicles on active job sites are not considered stored, but must be removed immediately after work has been completed.

Section 3. Any sections or provisions of this Ordinance that may be held unlawful or unenforceable by a Court of competent jurisdiction shall be severed from the remaining portions of the Ordinance and such remaining portions shall survive fully and be fully enforceable.

Section 4. This ordinance shall become effective as provided by law.

INTRODUCED at a meeting of the City Council on February 14, 2017 and ADOPTED by the City Council at a Regular meeting on March 14, 2017.

Tom Bailey, Mayor

ATTEST:

Adrian Welle, City Clerk