

Original

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



City of Port St. Joe

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

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

BOARD OF CITY COMMISSION

Regular Public Meeting

****AMENDED AGENDA***

6:00 P.M.

2775 Garrison Avenue

Tuesday March 6, 2018

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 2/20/18
- Workshop Meeting 2/27/18
- **Emergency Meeting 3/2/18 (Handout)**

Pages 1-3

Page 4

PSJRA

- Update

City Attorney

- Update

Old Business

- Palm Blvd. Bridge
- SCOP Grant Application

New Business

- 4th of July Fireworks
- United States Lighthouse Society Preservation Grant Program, St. Joseph Historical Society, Inc.
- Fire Truck Purchase
- Emerald Coast Dance Academy
 - Request to Replace AC Unit- Barbara Walker

Pages 5-9

Pages 10-15

Public Works

- Water Line Replacement Project- Update
- **St. Joe Beach Lift Station Pump**

Surface Water Plant

- Update

Waste Water Plant

- Update

Finance Director

- Update

City Engineer

- Projects Update
 - Frank Pate Park Boat Ramp Improvements

○ **Jones Homestead Sewer**

Code Enforcement

- **Update**

Page 16

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

BOARD OF CITY COMMISSION

Regular Public Meeting

6:00 P.M.

2775 Garrison Avenue

Tuesday March 6, 2018

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 2/20/18
- Workshop Meeting 2/27/18

Pages 1-3

Page 4

PSJRA

- Update

City Attorney

- Update

Old Business

- Palm Blvd. Bridge
- SCOP Grant Application

New Business

- 4th of July Fireworks
- United States Lighthouse Society Preservation Grant Program, St. Joseph Historical Society, Inc.
- Fire Truck Purchase
- Emerald Coast Dance Academy
 - Request to Replace AC Unit- Barbara Walker

Pages 5-9

Pages 10-15

Public Works

- Water Line Replacement Project- Update

Surface Water Plant

- Update

Waste Water Plant

- Update

Finance Director

- Update

City Engineer

- Projects Update
 - Frank Pate Park Boat Ramp Improvements
 - Jones Homestead Sewer

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Update**

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

Original

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



City of Port St. Joe

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

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

**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 20, 2018, AT 6:00 P.M.**

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

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve the Minutes of the Regular Commission Meeting on February 6, 2018. All in favor; Motion carried 5-0.

PORT ST. JOE REDEVELOPMENT AGENCY (PSJRA) Bill Kennedy shared that packets will be prepared and provided of cost estimates to rebuild Reid Avenue from sidewalk to sidewalk. He noted that work would be done in the night time hours.

CITY ATTORNEY –

Ordinance 547, Comprehensive Plan Amendment – Evaluation and Appraisal Report (EAR): City Planner, Ray Grier, was introduced to the Commission. Mr. Grier explained that every 7 years the EAR Report must be evaluated. There are statutory changes, dates, and other updates that need to be made. Mr. Grier noted that everything is okay, the state will review the plan, provide comments, and it will be back to the Commission in 60 days.

Public Hearing – Mayor Patterson asked for Public input. No one wished to speak on the issue,

First Reading and Transmittal to DEO for Review – A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to have the First Reading and Transmittal to DEO. All in favor; Motion carried 5-0.

Attorney McCahill read Ordinance 547 by Title only.

CITY MANAGER'S REPORT – Jim Anderson

Old Business

Palm Blvd. Bridge – Quin Lowrey asked that the footbridge be constructed to include golf carts. Amanda Fortner and Teedy Nobles both asked that the City consider a golf cart friendly bridge to keep people off Long and Monument Avenues. Steve Womack reminded the Commission of the cost to provide a golf cart crossing, the safety concerns he had about the location, and encouraged a pedestrian footbridge.

Chief Matt Herring shared that if a golf cart friendly bridge was provided that it should be moved from the intersection of Palm Boulevard and Nineteenth Street rather than continue to be at the end of Palm Boulevard.

NWFLOC Meeting / Training February 22, 2018, Update – Mr. Anderson reminded the Commission of the Ethics Training from 1 – 5 P.M. at the Fire Station and the dinner at 7 P.M. at Capital City Bank on Thursday.

City Handbook – Commissioner Ashbrook: A Motion was made by Commissioner Ashbrook, second by Commissioner Buzzett, to adopt the proposed handbook. All in favor; Motion carried 5-0. It was noted that there will be issues that may need to be addressed at a future date.

Accessory Buildings – Workshop February 27, 2018, at 5:00 P.M. – Mayor Patterson encouraged those present to attend the Workshop and makes their thoughts known. Commissioner Buzzett noted that the intent of the moratorium was to get a handle on the issue and not to eliminate pole barns. He does not want them to be a detriment to the adjoining property or have people living in them.

Road Bond Money / Long Avenue Project Update – Mr. Anderson has been meeting with County staff and they feel the deadline to expend the funds in December 31, 2018. The bill sponsored by Representative Beshears for the project has died. An application to the State Revolving Fund is possible as well as the project being done in phases.

Blues in the Lot – Mayor Patterson stated he opposes open containers on Reid Avenue for the event. Commissioner Lowry responded that it is not about all time drinking on Reid but a one-time event.

Mr. Anderson noted that, prior to 2010, no alcohol was allowed on City property. Ordinance 464 permits alcohol except at Benny Roberts Park, Lamar Faison Field, the multi-use path shown on the map in Ordinance 463, and Centennial Park located between Allen Memorial Way and Gautier Memorial Lane and Long Avenue and the southern extension of the centerline of Palm Boulevard. There are permits that must be completed, reviewed, and signed off by City staff before possession, consumption and sale of alcoholic beverages are permitted on city owned property.

Public input was received and the following individuals spoke either in favor of or against the issue. Those speaking against were not against the festival but of the selling of alcohol on Reid Avenue and allowing open containers on the street.

Benny Roberts, Mindy Pate, Tom Buttram, Dr. Boyd Evans, Steve Burke, Ronald Boulanger, Clyde Swearingin, Brooks Jones, Janet Crown, David Warriner, Linda Roberts Wood, Jim Sickels and Mary Lou Cumbie.

Mayor Patterson noted that possibly a Workshop should be held to review open container issues.

A 5 minute recess was taken at 8:00 P.M.

The meeting resumed at 8:07 P.M.

New Business

Facilities Accessibility – Bruce Ballister: Notice was received that Mr. Ballister would not be able to attend the meeting. A Motion was made by Commissioner Lowry, second by Commissioner Buzzett, to use any CDBG funds left over from the grant to make the Ward Ridge Building ADA Compliant. All in favor; Motion carried 5-0.

Ward Ridge Building Repairs – Discussion was held on the need for a Facilities Assessment of City owned buildings. There is a possibility the Auburn Students can paint the Ward Ridge Building, striping / pavement improvements need to be made to the front of the building as well as HVAC updates.

Northwest RAO Boundary Change – A Motion was made by Commissioner Buzzett, second by Commissioner Ashbrook, to approve the Memorandum of Agreement for boundaries with the Department of Economic Opportunity. All in favor; Motion carried 5-0.

Landscaping on MLK – Commissioner Langston stated he would like to contact the North Port St. Joe Project Area Coalition to see if they could help with landscaping. Commissioner Langston is to get with Mr. Grantland on this issue.

Historic Cemetery – Commissioner Langston noted the need for improvements to the old St. Joseph Historical Cemetery. Commissioner Ashbrook shared there is a scout working to become an Eagle Scout and is looking at the cemetery as a project.

Public Works – John Grantland

Water Line Replacement Project Update:

Mr. Grantland shared there is one connection left to be made on the CDBG Project, all customers are tied into the new line, Northwest FL Water Management District approved adding the loop on Avenue A and Highway 98, he anticipates delivery of materials tomorrow and when several other existing projects are completed, they will complete this project. Work on the MLK sidewalks should begin Monday and after several smaller projects, they will return to working on the loop.

RFP 2018-01, Utility Trailer (Handout)

A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to award RFP 2018-01 to Rolls Rite Trailers in the amount of \$13,190. All in favor; Motion carried 5-0.

Surface Water Plant – Larry McClamma did not have anything to share with the Commission.

Wastewater Plant – Kevin Pettis did not have any updates for the Commission.

Finance Director – Mike Lacour noted that January Financials were put in the City Hall mail boxes this week, things are moving along and the budget is doing fine. He shared there are 56 people in Jones Homestead interested in the sewer line but 65 is the number needed. He asked if the City could purchase the remaining 9 grinder pumps with BP money and sell them to Jones Homestead residents when needed. Staff will research this.

City Engineer – Clay Smallwood, III

Project Updates -

Frank Pate Park Boat Ramp Improvements – Mr. Smallwood noted the Florida Wildlife Commission agreed to expend some of the balance of the grant for improvements. A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to approve Change Order 2 in the amount of \$22,710 for 145 linear feet of rub rail installed on the step downs along the south timber dock and sheet pile wall (\$1,679) and replace approximately 145 SY of existing concrete at the top of the Ramp (\$21,031). All in favor; Motion carried 5-0. Repairs will start next week, one lane will remain open during repairs, and he anticipates it will take 4 – 5 weeks to make the repairs. Substantial completion date is April 1, 2018.

Jones Homestead Sewer – This was discussed earlier under the Finance Director's report.

Code Enforcement no action was required.

Police Department – Chief Matt Herring reminded the Commission of the Police Department Fun Day scheduled for March 10, 2018 from 10 A.M. until 2 P.M. at Frank Pate Park.

Retirement Payout (Handout)

A Motion was made by Commissioner Lowry, second by Commissioner Buzzett, to approve the requested 520 Hours of Sick Leave Payout by Sgt. Russell Burch. Sgt. Burch has entered the DROP Program and requested the allowable Sick Leave and not annual pay at this time.

City Clerk - Charlotte Pierce did not have anything to update the Commission on.

Citizens to be Heard –

Chester Davis asked if the Commissioners had received their packets from John Hendry. The Commissioners acknowledged they had received their copy.

Discussion Items by Commissioners

Commissioner Langston stated he feels a Workshop on open containers would be a good step forward.

Commissioner Ashbrook did not have anything else to discuss.

Commissioner Lowry shared he agrees with Commissioner Langston on a Workshop. Commissioner Lowry announced that he is now a PGIT Board Member. PGIT is the insurance company that has the City's insurance.

Commissioner Buzzett stated anything that he had, could wait.

Mayor Patterson did not have any other issues to discuss.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to adjourn the meeting at 8:26 P.M.

Approved this _____ day of _____ 2018.

James "Bo" Patterson, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

MINUTES OF THE ACCESSORY BUILDINGS WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA HELD AT 2775 GARRISON AVENUE, February 27, 2018, 5:00 P.M.

The following were present: Commissioners Ashbrook, Buzzett, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Attorney Clinton McCahill, Code Enforcement Officer Richard Burkett, and Building Inspector Bo Creel were also present. Mayor Patterson was absent but participated by telephone.

Mayor Pro – tem Ashbrook chaired the meeting.

The purpose of the Workshop was to discuss Accessory Buildings. Article III Land Use: Type, Density, Intensity of the LDR was provided for the Workshop.

Agenda

Accessory Buildings

Commissioner Buzzett stated that he had received inquiries from citizens about pole barns and expressed his concerns of them becoming an issue. He referenced the City of Mexico Beach Ordinance and how they managed them. His main concerns are height and width restrictions as well as the total amount of lot coverage they take up.

Bo Creel, City Building Inspector, addressed state rules concerning the structures and how Accessory Buildings are dealt with in other areas. Mr. Creel shared that enclosed buildings that are being moved on property are not engineered for occupancy; reminded the Commissioners of the 25' set back requirement for front yards in R-1; noted that the Department of Motor Vehicles governs the recreational vehicles and they are not to be lived in or used as living quarters anywhere in the City; advised that a Building Permit is required before he can enter the property; Variances should be based on hardships, and noted the impervious area of the property must be considered when allowing structures to be built.

Commissioner Lowry stated that he felt boats stored at home need to be considered.

Commissioner Langston shared that he did not see anything wrong with Pole Barns on the property as long as they meet the rules and regulations.

Mayor Patterson feels that everyone has the right to own stuff and cover it. Individuals have expressed their concerns to him that there is too much government intrusion.

Mayor Pro tem Ashbrook asked for direction for the Port St. Joe Planning Development and Review Board (PSJ PDRB) so they will be able to make recommendations to the City Commission.

Phil Early addressed the Commission and feels there needs to be restrictions on Pole Barns. Mr. Earley serves on the PSJ PDRB and noted that guidance on this issue would be helpful to their Board. He stated he was not representing the PSJ PDRB, but felt they would be happy to review and offer suggestions for an Ordinance on this matter.

After much discussion, consensus was for Attorney McCahill to draft an Ordinance for review. Items to be considered include height and width restrictions, percentage of property that can be covered by Accessory Buildings, and that exceptions should be for hardship situations only.

Mr. Anderson is to make a copy of the Mexico Beach Ordinance for each Commissioner.

A Motion was made by Commissioner Buzzett, second by Commissioner Lowry, to adjourn the Workshop at 5:50 P.M.

Approved this _____ day of _____ 2018.

David A. Ashbrook, Mayor Pro tem

Date

Charlotte M. Pierce, City Clerk

Date

Pages 5 -9 were removed due to bid information.

Zimbra

janderson@psj.fl.gov

Ward Ridge bldg Air Conditioning

From : Barbie Walker
<edadancepsj@gmail.com>

Thu, Mar 01, 2018 03:30 PM

Subject : Ward Ridge bldg Air Conditioning

To : janderson@psj.fl.gov

Jim Anderson,

Just a note to state that the air conditioner unit on the Emerald Dance Academy side of the Ward Ridge building is still not operational.

Barbara Walker
Owner, Emerald Dance Academy

Sent from my iPhone

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE is made and entered into this 1st day of June, 2016 by and between **CITY OF PORT ST. JOE, FLORIDA**, a municipal corporation ("Landlord") and **EMERALD DANCE ACADEMY, LLC**, a Florida limited liability company ("Tenant");

W I T N E S S E T H:

Landlord, in consideration of the covenants and agreements herein contained, does hereby demise, lease and let unto Tenant, and Tenant does hereby lease, rent and take from Landlord, the building situated at 2775 Garrison Avenue, Port St. Joe, Gulf County, Florida, less and except the City Commission meeting room (hereinafter called "the premises") upon the following terms and conditions.

1. **TERM AND COMMENCEMENT**: Tenant shall have and hold the Premises for continuous use and occupancy for and during the term of sixty (60) months from June 1, 2016, all subject to the terms, conditions, stipulations, and covenants herein contained; and Landlord covenants to keep the Tenant in quiet possession of the demised premises during said term and any extension thereof.

2. **RENTAL**: Tenant agrees to pay the Landlord according to the terms of the Payment Rider attached hereto as Exhibit "A".

3. **RIGHT TO SUB-LEASE OR ASSIGN**: Tenant shall not have the right to assign this Lease or sublease the leased premises (or any part thereof) without the prior written consent of Landlord.

4. **ADDRESSES**: For the purpose of notice and/or for payment of rental, the address of Landlord, until otherwise designated in writing, is stated to be 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456 and the address of Tenant, until otherwise designated in writing, is stated to be 8706 Surf Drive, Unit C, Panama City Beach, Florida 32408.

5. **USE OF PREMISES**: The premises may be used by Tenant for lawful purposes in connection with the operation of Emerald Dance Academy. Tenant shall at all times comply with any of the City of Port St. Joe Land Development Regulations and any governmental laws or ordinances relating to the cleanliness and safety of the demised premises and agrees that the demised premises shall not be used for any unlawful purpose. All refuse, garbage, and waste of whatever character may be temporarily stored out of doors only in closed non-combustible containers and promptly removed from property. Trash storage areas and any containers must be fully screened and located behind the building and well within Tenant's rented area. No part of the premises shall be used or allowed to be used at any time for the manufacture, storage, distribution, or sale of any

product which shall unreasonably increase the fire hazard of any adjoining property, or which shall cause a nuisance, or which shall be injurious to products manufactured or stored upon other properties in or have any purpose calculated to injure or which shall injure the reputation of or of the neighboring property.

6. **ALTERATION OR ADDITIONS:** Subject to the approval of Landlord which will not be unreasonably withheld, Tenant will complete improvements, at its expense, to the property described herein. Improvements will include removal of carpeting and installation of a Marlay floor and mirrors appropriate for a dance studio. Seller shall have the right to approve the design and construction plans and to approve the general contractor to be used by Tenant in this regard. All work done, whether structural or non-structural, shall be done in a good and workmanlike manner and in compliance with any applicable governmental rules and regulations, and the cost thereof shall be paid by Tenant in cash, or its equivalent. At the expiration of the term of this Lease, any improvements to the property other than the Marlay floor shall be the property of Landlord.

7. **REPAIRS AND MAINTENANCE:** Tenant, at its sole cost and expense, shall during the term of this Lease, promptly repair and at all times maintain in good repair and condition, the exterior foundation, supporting walls, exterior walls, roofs, air conditioning and heating units, and exterior plumbing and plumbing equipment of the building on the demised premises, as well as the exterior parts of said building whether included in the above enumeration or not. Tenant at its sole cost and expense, shall, during the term of this Lease and any extension hereof, promptly repair and at all times maintain in good repair and condition, the interior of the leased premises, including the interior plumbing and plumbing fixtures, interior sewer lines, electrical fixtures and equipment, interior electrical insulation, floors, fixtures, interior painting and decorations, and all mechanical equipment used by Tenant. In the event Tenant shall fail or refuse to repair and maintain said premises as herein set forth, Landlord may, at its option, cause such repairs to be made and bill Tenant therefor and Tenant agrees to reimburse Landlord for such costs.

8. **UTILITIES:** Tenant shall pay all service charges for telephone, gas and electricity used on or in the demised premises. Any utilities added to the premises by Tenant shall be done at Tenant's expense. Tenant agrees not to permit any lien or claim to be filed against the leased premises by reason of any such charges.

9. **LIABILITY:** Tenant will indemnify, protect and save harmless Landlord from any loss, cost, damage, or expense caused by injuries to persons or property while in, on, or about the demised premises, and Landlord is hereby released of all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, wind, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any cause whatsoever, unless said damage or injury be caused by or be due to the negligence of Landlord, or Landlord's failure to repair promptly after notice. Landlord, its agents and representatives, during business hours and upon 24 hours notice may enter the demised premises for the purpose of inspection thereof and making any repairs or replacements as provided for herein.

10. **INSURANCE:** Tenant agrees during the term of this Lease and any extension hereof to keep the building (including the demised premises) insured to its full insurable value against loss or damage by fire, lightning, windstorm with extended coverage perils. If the leased premises or any part hereof is partially substantially destroyed by fire or other casualty, then Landlord may, at its option, promptly rebuild or replace the same at its sole cost and expense in as good condition as it was prior to such fire or other casualty and the parties agree that there shall be a just and proportionate abatement in the rent from the date of such damage or destruction until Landlord repairs or restores such building and delivers possession thereof to Tenant. If Landlord shall decide not to restore or rebuild the demised premises, Landlord may, within sixty (60) days after such fire or other cause, give Tenant notice in writing of such decision and thereupon the terms of this Lease shall expire. Tenant shall be wholly responsible for insuring its personal property and contents of premises.

11. **TAXES:** Tenant agrees to pay all taxes on personal property, including fixtures and equipment owned by Tenant and located in and upon the demised premises. Tenant further agrees to pay all taxes levied upon the real property and improvements during the lease period. Tenant shall also pay any sales tax required on the rental payments.

12. **SURRENDER OF PREMISES:** Tenant shall at the termination of this Lease, peacefully quit, surrender and deliver up to the Landlord, its successors or assigns, the leased premises in as good condition as they were on the commencement date of this Lease with the exception of the usual wear and tear, fire and the elements, act of God, civil riot, war insurrection, or other unavoidable casualty. Tenant further understands and agrees that Landlord has marketed and may continue to market the premises for sale. In the event that Landlord receives a bona fide offer to purchase the premises, Tenant shall have the right of first refusal to purchase the property on the terms and conditions set forth in the contract. Tenant shall notify Landlord within five business days of receipt of the contract of its intent to exercise its right of first refusal. In the event that Tenant does not provide such notice, Tenant shall vacate the premises within 90 days.

13. **SIGNS:** Subject to the requirements of the City of Port St. Joe Land Development Regulations, Tenant may erect signs on the exterior and interior of the demised premises.

14. **ATTORNEYS FEES:** In the event of default on the part of either party hereunder, the prevailing party in any legal action shall be entitled to reimbursement from the non-prevailing party for a reasonable attorney's fee through all appeals.

15. **DEFAULT BY LANDLORD:** If Landlord should default in any of the covenants and agreements contained in this Lease and provided such default is not corrected within fifteen (15) days of receipt of written notice by Landlord from Tenant of such condition, then and in that event Tenant at its option, may:

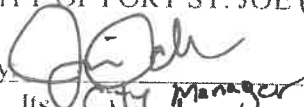
(A) Correct such default and deduct any and all cost as a result of such correction from rentals due or becoming due until Tenant is reimbursed in full for cost of such corrections; or

(B) If said default continues for a period of forty-five (45) days after notice by Tenant, Tenant may cancel this Lease by fifteen (15) days written notice to Landlord.

16. **DEFAULT BY TENANT:** Landlord and Tenant agree that in the event Tenant defaults in the payment of the monthly rental, Landlord shall give Tenant written notice by certified or registered mail of such default and Tenant shall have fifteen (15) days from the date of receiving such notice to correct the same. If Tenant fails to correct such default within the said fifteen (15) day period, Landlord may, after giving Tenant one additional five (5) day notice, at its option, terminate this Lease. Landlord shall then have the right, at its option, to re-enter the leased premises, and such re-entry shall not bar the right of recovery of rent or damages for breach of covenants. If Tenant abandons or vacates the premises, its right to the possession of the premises terminates as provided by law, but the Lease terminates only if Landlord so elects. Landlord and Tenant further agree that in the event of any default by Tenant in the performance of any other covenant or agreement herein contained (other than the payment of monthly rental), Landlord shall give Tenant written notice by certified or registered mail of such default. If, at the expiration of thirty (30) days after service of such notice, such default continues, Landlord shall then give Tenant its second notice in writing by certified or registered mail; and five (5) days from receipt of such second notice Landlord may, at its option, terminate this Lease.


ENTERED AND AGREED on the dates below written.

Witness Signature 
Printed Name: Brianna Schibe

CITY OF PORT ST. JOE (Landlord)
By: 
Its: City Manager
Date: 6/10/16, 2016

Witness Signature 
Printed Name: Carla Riley

Witness Signature _____
Printed Name: _____

EMERALD DANCE ACADEMY, LLC
(Tenant)
By: 
BARBARA J. WALKER, Manager
Date: June 1st, 2016

Witness Signature _____
Printed Name: _____

Exhibit A

Payment Rider

\$500 per month plus any sales tax imposed pursuant to Florida law or local ordinance.

Due on the first day of the month

Late fee of \$20.00 for any monthly payment made after the tenth day of the month.

**Code Enforcement 2018 Activity
As of 2/27/2018**

	Open	Closed	Total	Increase
Unlawful Accumulation	49	18	67	11
Substandard Structure	14		14	
Abandoned Vehicle	13	3	16	2
Unlawful Sewer				
Land regulation Violation	7	5	12	2
Business Lic. Violation	20		20	
Special Master Hearings				
Building Demolition	5		5	
Waste Violation	11	96	107	8
Sign Violation	3	1	4	3
Total	122	123	248	26