

Agenda Packet

REVISED PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

MEETING DATE: JUNE 14, 2018
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL.
- II. INVOCATION- PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH.
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS.
- IV. COMMUNITY ANNOUNCEMENTS.
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MAY 24, 2018.
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.
- VII. PRESENTATIONS- COUNCILMAN MCCONNELL
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
 - 2 CAPITAL PLANNING AND O&M COST ESTIMATION PRESENTATION.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES).
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 18-87, NUISANCE ABATEMENT LIEN, 106 EL CENTRO BLVD N.** "A Resolution of the City of Panama City Beach, Florida, approving an amount of \$646.30 to be liened on property located at 106 El Centro Blvd. N for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and approving an immediately effective date."
 - 2 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval to remove these items. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List. **City Auction is planned for June 23, 2018.**
 - 3 **RESOLUTION 18-99, BID AWARD-CITY AUCTIONEER SERVICES.** "A Resolution of the City of Panama City Beach, Florida, approving the Agreement with Florida Auction Network LLC to conduct an auction of City Surplus Property on June 23, 2018 for a fee of 5% of the total proceeds received; and providing an effective date."
 - 4 **RESOLUTION 18-103, EMPLOYEE HEALTH AND RELATED BENEFITS INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT.** "A Resolution of the City Council of the City of Panama City Beach, approving an Insurance Brokerage and Consulting Services Agreement with Pritchard & Jerden, Inc., at the straight and commission based rates more particularly set forth in Addendum B to the Agreement."

5 **RESOLUTION 18-101, LONGLEAF PINE AND WIREGRASS SEEDLINGS PURCHASE, CONSERVATION PARK.** "A Resolution of the City of Panama City Beach, Florida, approving Agreement with Florida Department of Agriculture and Consumer Services Florida Forest Service, Andrews Nursery, in the amount of \$30,920 for the purchase of longleaf pine and wiregrass seedlings for the Conservation Park."

X. **REGULAR AGENDA - DISCUSSION/ACTION**

- | X.
NO. | OFFICIAL | ITEM |
|-----------|----------|--|
| 1 | ML | EXAMINING BOARD MEMBER APPOINTMENTS. |
| 2 | ML | SET A DATE FOR PUBLIC HEARING FOR CARL ALLEN HEIGHT INCENTIVES HEARING. |
| 3 | ML | ORDINANCE 1450, AMENDING LDC RELATED TO PUD MASTER PLAN AMENDMENT AND INVALIDATION PROCESS, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 4 | ML | ORDINANCE 1452, UPDATING CHAPTER 25 RELATED TO CODE ENFORCEMENT, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 5 | ML | ORDINANCE 1453, PAINTING OF BOARDS, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 6 | ML | ORDINANCE 1454, AMENDING LDC RELATED TO WINDOW SIGNS, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 7 | ML | ORDINANCE 1455, AMENDING LDC RELATED TO COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 8 | ML | ORDINANCE 1456, AMENDING LDC RELATED TO CONDITIONAL USES TERMINATION, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 9 | ML | ORDINANCE 1457, AMENDING LDC RELATED TO LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS OF NONCONFORMING USES, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 10 | ML | ORDINANCE 1458, AMENDING LDC RELATED TO TRANSIENT RESIDENTIAL RENTAL SIGNAGE, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 11 | ML | ORDINANCE 1459, PROHIBITING SEMITRAILERS AND TRUCK TRACTOR PARKING ON UNPAVED ROW, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 12 | ML | ORDINANCE 1460, UPDATING CHAPTER 12 RELATED TO GARBAGE AND TRASH, 2 ND READING, <u>PUBLIC HEARING</u> , ADOPTION. |
| 13 | MG | RESOLUTION 18-102, BID AWARD- CITY HALL CONSTRUCTION AND BUDGET AMENDMENT #32. |
| 14 | MG | RESOLUTION 18-100, BID AWARD- CONSERVATION PARK PARKING EXPANSION. |
| 15 | MG | RESOLUTION 18-104, WWTF FUTURE SITE VACANT LAND PURCHASE. |

XI. **DELEGATE AND STAFF REPORTS**

- 1 **DELEGATIONS.** In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.
- 2 **ATTORNEY REPORT.**
- 3 **CITY MANAGER REPORT.**
- 4 **COUNCIL COMMENTS.**
- 5 **ADJOURN.**

PAUL CASTO	<u> X </u>	PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>	PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>	GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>	HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>	MIKE THOMAS	<u> X </u>

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

J. D. H. 6/12/18
City Clerk Date

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

J. D. H. 6/12/18
City Clerk Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to following interested parties on: 6/12/18, 11 A.M.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	Tyra Jackson
Bullet	Linda Lucas
Channel 4	News Dept
Channel 7	Newsroom
Channel 13	Brady Calhoun
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM
Burnie Thompson	Burnie Thompson

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)

DRAFT
MINUTES

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on May 24, 2018.

ROLL
MAYOR MIKE THOMAS

COUNCILORS:
PAUL CASTO
PHIL CHESTER
GEOFF MCCONNELL
HECTOR SOLIS

CITY MANAGER:
MARIO GISBERT
CITY CLERK:
JO SMITH
CITY ATTORNEY:
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 A.M. with Council Members, City Manager, City Clerk and City Attorney present.

Councilman Chester asked for a moment of silence for Ms. Bailey, a beloved teacher at Surfside Middle School who recently passed away. Councilman McConnell gave the invocation and led the Pledge of Allegiance.

Councilman Chester announced the upcoming Community Events.

The Minutes of the Regular Meeting of May 10, 2018 were read. **Councilman Casto made the motion to approve the Minutes as prepared. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. There were none. **Councilman Chester made the motion to approve the Agenda as prepared. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

PRESENTATIONS

1 MR. STEVE MOSS, DISCUSSION OF SCHOOL RESOURCE OFFICERS (SROs). Mr. Moss spoke of the School Board's plan for armed officers at every school for the student's safety. He said their safety was a priority and they were committed to have the same level of security at every school. He detailed their plans to harden the various schools and their entrances. They planned for single access points to every school.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 9:11 A.M. and invited comments.

1 Ms. Genese Hatcher, Wells St. Ms. Hatcher asked if Mr. Leonard could display maps of the FBO Districts where the signage would be allowed, related to the proposed Ordinance 1458.

2 Mr. Paul Dalton, 107 Manistee. Mr. Dalton thanked the Council for looking into the updated pay study and that he supported the pay raises. He recommended taking care of the Beach Police and moving every officer up one grade.

There were no further comments.

CONSENT AGENDA

None

REGULAR AGENDA

ITEM 1 RESOLUTION 18-92, UPDATED PAY PLAN STUDY AND BUDGET AMENDMENT #29. Ms. Myers read Resolution 18-92 by title. Mr. Michael Misrahi of Evergreen Solutions explained the compensation update and said certain classifications, Police and Fire, were behind in the market studies and were recommended for adjustment. He elaborated.

Councilman Casto said 178 employees were not included in the study, 63% of the total workforce. He said it was recommended that a full study be completed every three to five years, and he recommended moving forward today for a full study of all employees. Mr. Misrahi explained their process of using a representative of each department to extrapolate the other levels. He said they used a sample of forty positions to make a representation of the workforce and then all positions were reviewed for potential adjustments. This looked at the market specifically, and the impact of this study was normal compared to other entities. Councilman Casto questioned whether Mr. Misrahi recommended a full study now. Mr. Misrahi explained that would depend upon whether the City determined the employees were performing beyond their job descriptions. He continued that this study was the standard interim compensation study done between the full studies.

Mayor Thomas said this study had been made simple with the selections and that the City had many positions unfilled due to safety reasons, not salary. He said the entire County was raising their pay rates because they also had unfilled positions in Police and Fire. Councilman McConnell confirmed that every employee rate had been reviewed and only certain benchmarks had been outside of the boundaries. He said he understood this to mean that the Utilities Department had maintained their rates but Police and Fire were low. Mr. Misrahi spoke of the market climate where public safety salaries were high. Lengthy discussion ensued.

Councilman Casto made the motion to approve the Evergreen study and include direction for the City Manager to negotiate a full study. Councilman McConnell spoke of the \$500,000 annualized costs for the salary increases as well as the 3%, and that he thought this should be part of the budget process, not in the middle of the year. He said he could support doing the full study.

Mayor Thomas said the problem existed now in hiring Police and Fire. He recommended approving and implementing this study, and a full study later. He spoke of positions paid too much and raising salaries every year. He said it was a good study.

Councilman Casto amended his original motion to approve the Evergreen Study, Resolution 18-92, with a second motion for a full study. Councilman Solis seconded the first motion to approve Resolution 18-92. Councilman McConnell said annual recurring costs should be discussed during the budget process and not the middle of the year. **With no further questions or comments, the motion passed by majority roll call vote recorded as follows:**

Councilman McConnell	Nay
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

Councilman Casto repeated his motion to direct the City Manager to negotiate with Evergreen for a full study for all employees. Councilman Chester seconded the motion. Mayor Thomas asked Mr. Misrahi if he felt a full study should be completed this year, and Mr. Misrahi said not this fiscal year. He explained costs and the burden on the employees. Councilman Solis recommended delaying for a year as he did not see the need for a whole study now. Councilman McConnell said that he agreed with Councilman Solis. **With no further questions or comments, the motion failed by majority roll call vote recorded as follows:**

Councilman McConnell	Nay
Councilman Solis	Nay
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Nay

ITEM 2 CASH OUT SICK LEAVE HOURS OPTION- DISCUSSION. Mr. Gisbert said a few years ago, the Sick Leave Pool had been modified with the ceiling set at approximately \$3.2 Million Dollars. He mentioned his and Ms. White's discussions on the opportunity to buy out some of that debt, reducing that ceiling. He presented the three options to cash out hours from the Sick Leave Pool, 100 hours, 150 hours or 200 hours. He spoke of the Sick Leave Cap being reduced from 2080 hours to 500 hours to none. He added that this opportunity would only be for the vested employees and completely voluntary.

Councilman Solis said he would oppose this issue because Sick Leave was not meant as a bonus program. Mayor Thomas said the employees would collect those funds anyway. Councilman Solis mentioned an employee taking this option, cashing out some of their Sick Leave, and then applying to the Sick Leave Pool if an illness occurred. Mayor Thomas agreed but this would allow the City to get rid of some of that looming debt. Mr. Gisbert said there would be approximately 120 employees who qualified for this plan. Councilman Casto said he felt it was a good plan for the City.

Councilman Solis said he would support this plan with a caveat that if an employee elected this option and cashed out the number of hours, they would not be able to go to the Sick Leave Pool for those hours in the event of an illness. Mayor Thomas agreed. Mr. Gisbert said the Pool had limitations and a request must be approved by the Sick Leave Pool Committee.

Fire Chief Couch gave a personal example of his accumulated Sick Leave, incentives from the past to not call in sick. He said this payout would reduce the tax liabilities of the employees when they left plus reduce the City's larger payout in future years. Mr. Gisbert added that the City had stopped the problem from progressing, the payout of accumulated Sick Leave hours. Ms. Philput added that the maximum number of hours that could be used were 480 per year.

Councilman Solis made the motion for a 150 hour payout with the provision that the employee could not borrow those hours previously paid out from the Sick Leave Pool at a later date. Second was by Councilman McConnell. The motion passed by unanimous roll call vote recorded as follows:

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 3 RESOLUTION 18-93, RANKING HEALTH INSURANCE BROKER. Ms. Myers read Resolution 18-93 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Chester made the motion to approve Resolution 18-93. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 4 RESOLUTION 18-94, WINDSTORM INSURANCE. Ms. Myers read Resolution 18-94 by title. Mayor Thomas explained Hall Insurance Company was owned by his brother-in-law and nephew and he had no part in negotiations. Councilman McConnell asked the previous amount paid. Councilman Solis stated this will be a significant savings for the City. Ms. Philput stated the total previous cost was \$78,000.00. **Councilman McConnell made the motion to approve Resolution 18-94. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 5 RESOLUTION 18-95, UPDATING HAND ARENDALL HARRISON SALE LLC ENGAGEMENT. Ms. Myers read Resolution 18-95 by title, updating the compensation for other members of her firm and making it in line with Panama City and the School Board. The Mayor stated Ms. Myers and Mr. Cole Davis had done an excellent job for the City. Ms. Myers requested this be implemented on June 1, 2018. Councilman McConnell said he also felt this change should be part of the overall budget review. **Councilman Casto made the motion to approve Resolution 18-95. Second was by Councilman Chester and the motion passed by majority roll call vote recorded as follows:**

Councilman McConnell	Nay
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 6* RESOLUTION 18-96, MOONRAKER ROW PURCHASE AGREEMENT, CRA ALF COLEMAN ROADWAY IMPROVEMENTS. Ms. Myers read Resolution 18-96 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Chester made the motion to approve Resolution 18-96. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 7 ORDINANCE 1450, AMENDING LDC RELATED TO PUD MASTER PLAN AMENDMENT AND INVALIDATION PROCESS, 1ST READING. Ms. Myers read Ordinance 1450 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Chester made the motion to approve Ordinance 1450. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Thomas	Aye

ITEM 8 ORDINANCE 1455, AMENDING LDC RELATED TO COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, 1ST READING. Ms. Myers read Ordinance 1455 by title and explained this proposed Ordinance would prohibit three or more commercial vehicles in a single-family residentially zoned neighborhood. **Councilman McConnell made the motion to approve Ordinance 1455. Second was by Councilman Solis and the motion passed by majority roll call vote recorded as follows:**

Councilman McConnell	Aye
Councilman Solis	Aye
Councilman Casto	Aye
Councilman Chester	Nay
Mayor Thomas	Aye

ITEM 9 ORDINANCE 1458, AMENDING LDC RELATED TO TRANSIENT RESIDENTIAL RENTAL SIGNAGE, 1ST READING. Ms. Myers read Ordinance 1458 by title. Mr. Leonard explained the FBO districts were mainly Front Beach Road, South Thomas, Beach Boulevard, Oleander on the Gulf, Middle Beach and Powell Adams. Ms. Myers explained that under the proposed Ordinance if the underlined zoning of the property was residential, a small sign was allowed; if the underlined zoning of the property was commercial, a bigger sign was allowed. Councilman Solis suggested amending the Ordinance to require the size of transient residential rental signs be uniform in all underlying zoning. **Councilman McConnell made the motion to approve Ordinance 1458 with the language of uniformity. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Councilman Chester Aye
Mayor Thomas Aye

ITEM 10 ORDINANCE 1457, AMENDING LDC RELATED TO LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS OF NONCONFORMING USES, 1ST READING. Ms. Myers read Ordinance 1457 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Solis made the motion to approve Ordinance 1457. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Councilman Chester Aye
Mayor Thomas Aye

ITEM 11 ORDINANCE 1456, AMENDING LDC RELATED TO CONDITIONAL USES TERMINATION, 1ST READING. Ms. Myers read Ordinance 1456 by title and explained the LDC provided that a Conditional Use was deemed abandoned if not used and acted upon within a year of its approval. This Amendment would provide that a Conditional Use may be abandoned if it was discontinued for a certain period. Mayor Thomas asked Mr. Leonard to give an example. Mr. Leonard explained an example would be the newest Miracle Strip Park which was now coming back with a new amusement. It was abandoned long enough that in the future, Planning and Zoning would need to look at setbacks and heights of new amusements for compliance and not causing a nuisance to surrounding properties. **Councilman Chester made the motion to approve Ordinance 1456. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Councilman Chester Aye
Mayor Thomas Aye

ITEM 12 RESOLUTION 18-97, WORKORDER 2018-2 RELATED TO ANNUAL UPDATE AND PREPARATION OF FIRE ASSESSMENT RESOLUTION AND ROLL, AND BUDGET AMENDMENTS #25 AND #26. Ms. Myers read Resolution 18-97 by title and explained the three parts. The Mayor asked if there were any questions or comments; there were none. **Councilman Solis made the motion to approve Resolution 18-97. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Councilman Chester Aye
Mayor Thomas Aye

ITEM 13* RESOLUTION 18-98, RANKING TRANSPORTATION ENGINEERING AND DESIGN FIRMS FOR FRONT BEACH ROAD CRA PROJECTS. Ms. Myers read Resolution 18-98 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Solis made the motion to approve Resolution 18-98. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilman McConnell Aye
Councilman Solis Aye
Councilman Casto Aye
Councilman Chester Aye
Mayor Thomas Aye

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 10:30 A.M.

1 Ms. Sherie Crim, 17680 Front Beach Road. Ms. Crim spoke about House Bill 631 and people parking on sidewalks.

2 Mr. Tim Sowell, 611 Poinsettia Drive. Mr. Sowell said a business owner stated that they were intimidated to speak due to the possibility of losing business. He asked the Council to follow the same rules as the citizens.

3 Mr. Burnie Thompson, beach resident. Mr. Thompson asked the Mayor to walk through the metal detectors like the citizens. Mayor Thomas explained he was late for the meeting.

4 Mr. Matthew Bush, 170 Crane Street. Mr. Bush suggested some language about natural disasters in the proposed Ordinance about boarding up your property. He spoke of rules concerning maximum rental deposits on motorcycles with Harley Davidson charging larger amounts and being allowed to rent even though they were not within 500' of Front Beach Road.

5 Ms. Genese Hatcher, 203 S Wells Street. Ms. Hatcher spoke of being treated differently than Councilman Solis. She stated that the City needed to act like a business.

6 Mr. Paul Dalton, 107 Manistee. Mr. Dalton thanked the Council for the heartfelt discussion about raises.

The Delegations portion of the meeting was closed at 10:45 A.M.

COUNCIL COMMENTS

Mayor Thomas addressed the House Bill 631 and the lawsuit in Walton County that should set a precedence for the entire state. Ms. Myers explained our beaches were renourished and public. Mayor Thomas stated no one should feel intimidated to talk. The Council will direct Staff to look at the business practices Mr. Bush mentioned. Ms. Hatcher built two houses that slept 32 people each and had put them down as residential properties that allowed less restrictions on building. Upon completion that was not the case, and they were not residential units which was why the Planning and Building Department cited her.

Councilman Solis stated the inspections were completed and the report forwarded to the Fire Inspectors. He spoke of our beach being different and that renourishment should continue with strategies in place regarding the new legislation. He spoke of other citizens intimidated which prevented them from attending meetings and speaking. He addressed how the motorcycles were driven during Bike Week, not weaving in and out nor driving between lanes. Councilman Solis spoke of the lack of enforcement and drivers treating the scooters as toys. He also mentioned removing incentives in building height. Mayor Thomas agreed, having heard similar comments, and he directed the City Manager to set up meetings with staff and the individual Council members.

Councilman McConnell also observed the bikes during Bike Week and spoke of behind the scenes work in addressing some of the noise concerns. He spoke of being available after each meeting for any discussions. Regarding the scanning now at the meeting, Councilman McConnell spoke of the current environment with school shootings and various issues in our culture. He stated that he had asked for the scans because the City did not have a safety plan for our audience and this action was a good thing.

Councilman Casto had no comments.

Councilman Chester mentioned school safety and that Mr. Moss had spoken earlier in the meeting with the School Board's plans.

Ms. Myers had no report.

Mr. Gisbert stated the City website included jobs and bid opportunities. There were lots for sale in Bid-A-Wee.

The meeting was adjourned at 11:05 A.M.

READ AND APPROVED this 14th of June, 2018.

***Items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.**

**IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A
VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL
CONTROL.**

Mayor

ATTEST:

City Clerk

DRAFT

PRESENTATIONS

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Kenneth Garner

HAS GIVEN EXCEPTIONAL SERVICE

TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH

For the responsibility assumed, for the unselfish service rendered his community and its citizens in discharging the duties of good citizenship, this token of CIVIC ACHIEVEMENT is hereby awarded.

Presented this 14th of June, 2018




MAYOR MIKE THOMAS

PRESENTATIONS

2

Panama City Beach Capital Planning and O&M Cost Estimation

May 2018



Qualifications

ZHA Incorporated - experienced performing facility condition evaluations, capital planning and scope development services on all types/sizes of governmental projects.

- Experience includes airports, school districts, Florida cities and counties, NASA and Patrick Air Force Base facilities.
- Numerous facility condition evaluations to develop renewal and replacement funding plans based on systems life-cycle status.
- Space needs evaluations to determine if facilities were adequate to accommodate growth generated by either demographic or program service changes.



Qualifications

ZHA Staff

- Curt Howard – Assessor / Sr. Architect/Planner - extensive experience performing facility condition evaluations for both private and governmental clients. Registered Architect in the State of Florida, and NCARB certified. Curt uses his 40+ years of experience to evaluate facilities from an architect's perspective.
- Don Doehring – Assessor / Code Compliance Specialist - wide-ranging experience in commercial and public construction with 30+ years as a Florida Certified General Contractor. He is a Florida Certified Commercial Building Inspector. Don has extensive experience performing facility condition evaluations for various clients with specific focus on general construction and code related issues.



Qualifications

Gortemoller Engineering has experience providing civil engineering and land development services. The firm's infrastructure and transportation services include cost estimation, roadway design, traffic analysis, sign and pavement markings, signalization, site design, stormwater management and drainage system design.

- Completed a wide range of roadway and infrastructure projects for clients primarily in Northwest Florida and Southern Alabama.
- Provided services for other notable projects including Pier Park multi-use development in Panama City Beach and various distribution facilities from Tallahassee to Pensacola.



Areas of Evaluation

- Buildings (includes site work where applicable)
 - Police
 - Fire
 - Recreation
 - Library
 - Administration
 - Public Works
 - Operations
 - Pier/Boardwalks
- Roads (non-CRA)
 - Residential
 - Non-residential
 - Tourist corridors
- Front Beach Road (CRA Program)



Methodology

Facility Condition Evaluation Methodology – Evaluation Procedure

Field evaluation conducted at Panama City Beach facilities, multi-use trails and beach access facilities; included major structures and site improvements.

- **Condition Report:** Cost model for each building and site, by building systems.
 - **Unit Costs Raw (Prices)** – sub-contractor level; rough order of magnitude (ROM) or “budget”.
 - **Soft Costs Factor** – professional fees, owner’s personnel time, material testing, etc. plus general contractor’s overhead and profit.
 - **Renewal %** – factor added to Raw Cost + Soft Costs, for demolition of existing system and any collateral work required.
 - **Renewal \$** – extended cost of the Unit Price times the Renewal %.
 - **Life Cycle** – expected life of the respective building system (per BOMA).



Methodology

- **Condition Report: ...**(continued)
 - **Calculated Next Renewal** – Life Cycle + the year of installation.
 - **Next Renewal** – “adjusted” renewal based on the condition of the building system or the feasibility of renewal.
 - **Deficiency** – dollar value of deficient system.
 - Deficiency Types:
 - 1) system deficiency (entire)
 - 2) selective deficiency (portion or component of the system).
 - **Replacement Value** – value of the building system built new.
 - **Facility Condition Index (FCI)** – ratio of Cost to Repair (Deficiencies) divided by Replacement Value.

Example:
$$\frac{\text{Repair Costs (Deficiencies)}}{\text{Replacement Value}} = \frac{\$200,000}{\$1,000,000} = 20\%$$



Methodology

- **Deficiency Report:**

- List of facilities deficiencies.
- Include cost, deficiency type and a photo or sample.
- Deficiencies are as of the current date.

- **Renewal (Capital Improvement) Schedule:**

- Projected renewals during the planning period used – 10 years.
- Annual cost, throughout the planning period, of all deficiencies and renewals in 2017 dollars, annually inflated at 3%.



Buildings – Facilities Map



Facilities Legend

No.	Building Name	Address	GPS	No.	Building Name	Address	GPS	No.	Building Name	Address	GPS
1	New Police Building	17115 Panama City Beach Pkwy	Lat. 30°13'49.69"N / Long. 85°52'24.83"W	8	Picnic Pavilion	Frank Brown Park	Lat. 30°13'49.26"N / Long. 85°52'38.29"W	15	Pier Boardwalk	16501 Front Beach Rd (Pier Park)	Lat. 30°12'56.33"N / Long. 85°52'37.66"W
2	County Tax Office	17109 Panama City Beach Pkwy	Lat. 30°13'47.14"N / Long. 85°53'21.66"W	9	North Complex Press Box & Concession	16200 Front Beach Rd (FBP)	Lat. 30°13'54.87"N / Long. 85°52'30.96"W	16	Public Works Bldg #1	200 N. Gulf Blvd	Lat. 30°12'58.41"N / Long. 85°51'13.92"W
3	City Hall	110 S. Arnold Rd	Lat. 30°13'44.38"N / Long. 85°53'17.48"W	10	Restroom with Concession Stand	16225 -16227 W Hwy 98	Lat. 30°13'48.37"N / Long. 85°52'30.87"W	17	Public Works Bldg #2	200 N. Gulf Blvd	Lat. 30°12'58.41"N / Long. 85°51'13.92"W
4	New Public Services Building	116 S. Arnold Rd	Lat. 30°13'43.63"N / Long. 85°53'17.71"W	11	Aquatic Center Building	16200 Front Beach Rd (FBP)	Lat. 30°13'46.91"N / Long. 85°52'39.20"W	18	New Operations Building (Public Works)	206 N. Gulf Blvd	Lat. 30°12'57.78"N / Long. 85°51'13.06"W
5	Fire Station #1	17121 Front Beach Rd	Lat. 30°13'20.72"N / Long. 85°53'20.95"W	12	Aaron Bessant Park Amphitheater	600 Pier Park Dr	Lat. 30°13'13.38"N / Long. 85°52'34.80"W	19	Lyndeal Conference Center	423 Lyndeal Ln	Lat. 30°11'53.77"N / Long. 85°49'48.35"W
6	Dog Park	Frank Brown Park	Lat. 30°13'53.85"N / Long. 85°52'41.41"W	13	Ticket Booth	16501 Front Beach Rd (Pier Park)	Lat. 30°12'56.33"N / Long. 85°52'37.66"W	20	Library	12500 Hutchinson Blvd	Lat. 30°11'49.97"N / Long. 85°49'49.81"W
7	Cvnc Center/Gym	1501 Mandy Ln	Lat. 30°13'51.58"N / Long. 85°52'39.05"W	14	Cafe and Tackle Shop at Pier	16501 Front Beach Rd (Pier Park)	Lat. 30°12'56.33"N / Long. 85°52'37.66"W	21	Fire Station #2	10115 Middle Beach Rd	Lat. 30°10'58.22"N / Long. 85°48'19.99"W



Buildings

Sample Condition Report

Pg. 1



Building Condition

Institution: City Hall
Panama City Beach, Florida

Cost Model Template:
City Hall, 1 Story
Split DX AC system

PCB - City Hall - Building

Year of Assessment: 2017

Building: City Hall

Total Area (SF) 8,160 No. of Floors: 1 Year Built: 1970 Soft Costs 35% 135

Building System	Description/Notes	Condition (as applicable)	Unit Price (Raw Cost)	Unit Price \$	Unit of Measure	Qty	Renewal %	Renewal \$	Life (years)	Installed	Calc Next Renewal	Next Renewal	Deficiency \$	Replacement Value \$	FCI %
Total				\$ 189.48	SF	8,160		\$ 1,629,883					\$ 786,295	\$1,537,977	51%
SUBSTRUCTURE								\$ 116,770						\$116,770	
Foundations								\$ 116,770						\$116,770	
Standard Foundations	12" reinf. conc. Linear Footings	Good	\$ 4.90	\$ 6.62	SF	8,160	100%	\$ 53,978	100	1970	2070	2070		\$53,978	
Slab on Grade	5" Concrete, no vapor barrier noted	Good	\$ 5.70	\$ 7.70	SF	8,160	100%	\$ 62,791	100	1970	2070	2070		\$62,791	
SHELL								\$ 508,670						\$508,670	
Superstructure								\$ 164,936						\$164,936	
Floor Construction	Mezzanine above offices in "gym" area, wood frame and plywood	Fair	\$ 5.00	\$ 6.75	SF	4,032	100%	\$ 27,216	50	1979	2029	2029		\$27,216	
Roof Construction	Steel joists, 2" metal deck, 2-1/2" 1 w. conc. fill, 2" rigid insul. R12	Good	\$ 12.50	\$ 16.88	SF	8,160	100%	\$ 137,700	100	1970	2070	2070		\$137,700	
Exterior Enclosure								\$ 283,164						\$283,164	
Exterior Walls	8" & 12" CMU	Good	\$ 15.75	\$ 21.26	SF	8,160	100%	\$ 173,502	100	1970	2070	2070		\$173,502	
	1" EIFS system	Fair	\$ 9.30	\$ 12.56	SF	4,080	110%	\$ 56,347	25	1990	2015	2017	\$ 56,347	\$51,224	
	Painted - Elastomeric	Fair	\$ 1.50	\$ 2.03	SF	8,160	110%	\$ 18,176	15	1970	1985	2017	\$ 18,176	\$16,524	
Exterior Doors & Frames	Aluminum storefront, single glazed	Poor	\$ 2.90	\$ 3.92	SF	8,160	110%	\$ 35,141	40	1970	2010	2010	\$ 35,141	\$31,946	
	Hollow metal door & frame painted	Poor	\$ 1.25	\$ 1.69	SF	8,160	110%	\$ 15,147	25	1970	1995	1995	\$ 15,147	\$13,770	
	Metal clad wood & wood frame	Poor	\$ 0.75	\$ 1.01	SF	8,160	110%	\$ 9,088	20	1979	1999	1999	\$ 9,088	\$8,262	
Roofing								\$ 60,588						\$60,588	
Roof Coverings & Op'ngs.	.060 SP fully-adhered membrane	Poor	\$ 5.00	\$ 6.75	SF	8,160	110%	\$ 60,588	20	1998	2018	2018		\$55,080	
INTERIORS								\$ 307,236						\$307,236	
Interior Construction								\$ 154,807						\$154,807	
Partitions	Gyp board on wood studs	Fair	\$ 3.25	\$ 4.39	SF	4,080	110%	\$ 19,691	50	1979	2029	2029		\$17,901	
	Masonry	Good	\$ 8.00	\$ 10.80	SF	4,080	110%	\$ 48,470	50	1970	2020	2020		\$44,064	
Interior Doors	Wood w/ wood frames	Fair-Poor	\$ 4.25	\$ 5.74	SF	4,080	110%	\$ 25,750	30	1970	2000	2017	\$ 25,750	\$23,409	
	Hollow wood w/wood frames	Fair-Poor	\$ 3.50	\$ 4.73	SF	4,080	110%	\$ 21,206	25	1979	2004	2017	\$ 21,206	\$19,278	
Interior Windows		Fair	\$ 0.10	\$ 0.14	SF	8,160	110%	\$ 1,212	30	1970	2000	2017	\$ 1,212	\$1,102	
Fittings															
Toilet Partitions	Men's & Women's restrooms	Poor	\$ 1.60	\$ 2.16	SF	8,160	110%	\$ 19,388	25	1970	1995	2017	\$ 19,388	\$17,626	
Other Fittings	Kitchen casework & counters	Poor	\$ 1.65	\$ 2.23	SF	8,160	105%	\$ 19,085	25	1970	1995	2017	\$ 19,085	\$18,176	
Stairs								\$ 7,876						\$7,876	
Stair Construction	Wood construction	Fair	\$ 0.65	\$ 0.88	SF	8,160	110%	\$ 7,876	40	1979	2019	2019		\$7,160	
Interior Finishes								\$ 144,567						\$144,567	
Wall Finishes	Paint	Poor	\$ 1.45	\$ 1.96	SF	8,160	100%	\$ 15,973	5	2002	2007	2017	\$ 15,973	\$15,973	
Wall Covering															
Tile	Entry	Fair	\$ 0.25	\$ 0.34	SF	8,160	115%	\$ 3,167	25	1979	2004	2017	\$ 3,167	\$2,754	
Vinyl	Restrooms & kitchen	Fair	\$ 0.85	\$ 1.15	SF	8,160	110%	\$ 10,300	20	1970	1990	2017	\$ 10,300	\$9,364	
Floor Finishes								\$ 30,294						\$30,294	
Carpet	Carpet	Poor	\$ 2.50	\$ 3.38	SF	8,160	110%	\$ 30,294	10	1979	1989	2017	\$ 30,294	\$27,540	
VCT	Vinyl tile	Fair	\$ 2.75	\$ 3.71	SF	8,160	110%	\$ 33,323	20	1970	1990	2017	\$ 33,323	\$30,294	
Tile	Ceramic tile	Good	\$ 0.45	\$ 0.61	SF	8,160	110%	\$ 5,453	25	2010	2035	2035		\$4,957	
Ceiling Finishes								\$ 13,935						\$13,935	
Gypsum board	Gypsum board	Fair	\$ 1.15	\$ 1.55	SF	8,160	110%	\$ 13,935	40	1979	2019	2019		\$12,668	
Paint	On gypsum board	Fair	\$ 0.65	\$ 0.88	SF	8,160	110%	\$ 7,876	5	2000	2005	2017	\$ 7,876	\$7,160	
Acoustical	Suspended ACT	Poor	\$ 2.00	\$ 2.70	SF	8,160	110%	\$ 24,235	25	1979	2004	2017	\$ 24,235	\$22,032	

Buildings

Sample Condition Report

Pg. 2

Building Condition

Institution: City Hall
Panama City Beach, Florida

Cost Model Template:
City Hall, 1 Story
Split DX AC system

PCB - City Hall - Building

Year of Assessment: 2017




Total Area (SF) 8,160 No. of Floors: 1 Year Built: 1970
Major Renov. 1979 Soft Costs 35% 1.35

Building: City Hall

Building System	Description/Notes	Condition (as applicable)	Unit Price (Range Cost)	Unit Price \$	Unit of Measure	Qty	Renewal %	Renewal \$	Life (years)	Installed	Calc Next Renewal	Next Renewal	Deficiency \$	Replacement Value \$	FCI %
SERVICES															
Plumbing					SF	8,160		\$ 638,371						\$571,037	
					SF	8,160		\$ 143,184						\$132,931	
Plumbing Fixtures	Standard grade	Poor	\$ 8.72 \$ 11.77		SF	8,160	110%	\$ 205,665	30	1970	2000	2017	\$ 105,665	\$96,060	
Domestic Water	Cast iron	Poor	\$ 1.10 \$ 1.49		SF	8,160	113%	\$ 13,693	40	1970	2010	2010	\$ 13,693	\$12,118	
Water Heater	40 gal.	Good	\$ 1,200 \$ 1,620		Each	1	105%	\$ 1,701	10	2013	2023	2023		\$1,620	
Sanitary Waste	CI	Poor	\$ 1.20 \$ 1.62		SF	8,160	100%	\$ 13,219	40	1970	2010	2010	\$ 13,219	\$13,219	
Rain Water Drainage	PVC and CI interior drain leaders	Poor	\$ 0.90 \$ 1.22		SF	8,160	110%	\$ 10,906	40	1970	2010	2017	\$ 10,906	\$9,914	
HVAC					SF	8,160		\$ 171,878						\$156,097	
Distribution Systems	Metal ductwork (insulated), dampers & air devices	Fair	\$ 6.50 \$ 8.78		SF	8,160	110%	\$ 78,764	40	2000	2040	2040		\$71,604	
Split DX Systems	1 split system	Fair	\$ 2.25 \$ 3.04		SF	8,160	110%	\$ 27,265	15	2007	2022	2022		\$24,786	
	1 split system	Poor	\$ 4.50 \$ 6.08		SF	8,160	110%	\$ 54,529	15	1997	2012	2017	\$ 54,529	\$49,572	
Controls	Electric, digital	Fair-Poor	\$ 0.35 \$ 0.47		SF	8,160	110%	\$ 4,241	15	1997	2012	2017	\$ 4,241	\$3,856	
Systems T & B	Will need to be re-balanced upon replacement of unit & controls.		\$ 0.57 \$ 0.77		SF	8,160	100%	\$ 6,279	15	1997	2012	2017	\$ 6,279	\$6,279	
Fire Protection					SF	8,160		\$ 72,708						\$68,588	
Fire Sprinkler System	Not installed; considered a deficiency due to second floor storage area & lack of separation		\$ 5.50 \$ 7.43		SF	8,160	120%	\$ 72,706	25			2017	\$ 72,706	\$60,588	
Electrical					SF	8,160		\$ 249,402						\$221,422	
Service & Distribution	120/208V 3-phase 4-wire 600A distribution & subpanelboards	Poor	\$ 4.25 \$ 5.74		SF	8,160	110%	\$ 51,500	30	1970	2000	2017	\$ 51,500	\$46,818	
Lighting	2x4 ceiling-recessed & 1x4 surface mtd. fluorescent	Fair	\$ 4.40 \$ 5.94		SF	8,160	105%	\$ 50,894	20	1979	1999	2017	\$ 50,894	\$48,470	
Branch Wiring	Copper in EMT	Fair	\$ 7.50 \$ 10.13		SF	8,160	120%	\$ 99,144	40	1979	2019	2019		\$82,620	
Fire Alarm	Not installed (Considered a deficiency)	Missing	\$ 2.00 \$ 2.70		SF	8,160	110%	\$ 24,235	12			2017	\$ 24,235	\$22,032	
Comm. & Security	Telephone / data board, no security	Fair	\$ 1.50 \$ 2.03		SF	8,160	110%	\$ 18,176	15	1979	1994	2017	\$ 18,176	\$16,524	
Lightning Protection	Not installed (Considered a deficiency)	Missing	\$ 0.45 \$ 0.61		SF	8,160	110%	\$ 5,453	40			2017	\$ 5,453	\$4,957	
EQUIPMENT & FURNISHINGS					SF			\$ 9,088						\$ 8,262	
Equipment					SF			\$ 9,088						\$ 8,262	
Commercial Equip.	Range, Sink, Refrig.	Fair	\$ 0.75 \$ 1.01		SF	8,160	110%	\$ 9,088	25	1979	2004	2017	\$ 9,088	\$8,262	
SPECIAL CONSTRUCTION					SF			\$ 49,748						\$45,225	
Special Construction					SF			\$ 49,748						\$45,225	
Special Structures	Exterior canopy	Good	\$ 20 \$ 27.00		SF	1,675	110%	\$ 49,748	50	2010	2060	2060		\$45,225	



Buildings – Sample Deficiency Report Pg. 1

Deficiency Report		PCB - City Hall - Building				
Institution: City Hall Panama City Beach, Florida		Year Built: 1970		Year of Assessment: 2017		
				Total Area (SF) 8,160 No. of Floors: 1		
Deficiency Description (system)	Root Bldg. System	Def. Type	Distress	\$ Amount	Photo	Remarks
			Expired - Beyond Expected Useful Life			
EIFS System	Exterior Enclosure	System	Expired	\$ 56,347		
Paint	Exterior Enclosure	System	Expired	\$ 18,176		
Ext. Doors & Frames (Aluminum Storefront)	Exterior Enclosure	System	Expired	\$ 35,141		



Buildings – Sample Deficiency Report Pg. 2

Deficiency Report

PCB - City Hall - Building

Institution: City Hall
Panama City Beach, Florida

Year Built: 1970

Year of Assessment: 2017

Total Area (SF) 8,160
No. of Floors: 1

Deficiency Description (system)	Root Bldg. System	Def. Type	Distress	\$ Amount	Photo	Remarks
Wall Covering - Vinyl (Kitchen & Restrooms)	Interior Finishes	System	Expired	\$ 10,300		
Floor Finishes - Carpet	Interior Finishes	System	Expired	\$ 30,294		
Floor Finishes - VCT (Vinyl Tile)	Interior Finishes	System	Expired	\$ 33,323		



Buildings – Sample Renewal Schedule Pg. 1

RENEWAL (Capital Improvement) and FCI REPORT

Institution: City Hall
Panama City Beach, Florida

Building: City Hall	Replacement Value	Deficiency Value	FCI (Repair/Renewal)	Life (Years)	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Building Totals
SHELL															
Exterior Enclosure															
Exterior Walls - DFS	\$ 51,224	\$ 56,347	110%	25	\$ 56,347										\$ 56,347
Exterior Walls - Paint	\$ 16,524	\$ 18,176	110%	15	\$ 18,176										\$ 18,176
Exterior Doors & Frames (Aluminum Storefront)	\$ 31,946	\$ 35,141	110%	40	\$ 35,141										\$ 35,141
Exterior Doors & Frames (Hollow Metal, Painted Frame)	\$ 13,770	\$ 15,147	110%	25	\$ 15,147										\$ 15,147
Exterior Doors & Frames (Metal Clad Wood, Wood Frame)	\$ 8,262	\$ 9,088	110%	20	\$ 9,088										\$ 9,088
Roofing															
Roof Coverings & Openings - Asphalt Shingle Shake	\$ 55,080			20	\$ 60,588										\$ 60,588
INTERIORS															
Interior Construction															
Partitions - Masonry	\$ 44,064			50				\$ 48,470							\$ 48,470
Interior Doors - Wood w/wood frames	\$ 23,409	\$ 25,750	110%	30	\$ 25,750										\$ 25,750
Interior Doors - Hollow Wood w/wood frames	\$ 19,278	\$ 21,206	110%	25	\$ 21,206										\$ 21,206
Interior Windows	\$ 1,102	\$ 1,212	110%	30	\$ 1,212										\$ 1,212
Toilet Partitions - Men's & Women's Restrooms	\$ 17,826	\$ 19,388	110%	25	\$ 19,388										\$ 19,388
Kitchen Casework & Counters	\$ 18,176	\$ 19,085	105%	25	\$ 19,085										\$ 19,085
Stairs															
Stair Construction (Wood)	\$ 7,160			40				\$ 7,876							\$ 7,876
Interior Finishes															
Wall Finishes - Paint	\$ 15,973	\$ 15,973	100%	5	\$ 15,973					\$ 15,973					\$ 31,946
Wall Covering - Tile (Entry)	\$ 2,754	\$ 3,167	115%	25	\$ 3,167										\$ 3,167
Wall Covering - Vinyl (Kitchen & Restrooms)	\$ 9,364	\$ 10,300	110%	20	\$ 10,300										\$ 10,300
Floor Finishes - Carpet	\$ 27,540	\$ 30,294	110%	10	\$ 30,294										\$ 30,294
Floor Finishes - VCT (Vinyl Tile)	\$ 30,294	\$ 33,323	110%	20	\$ 33,323										\$ 33,323
Ceiling Finishes - Gypsum Board	\$ 12,668			40				\$ 13,935							\$ 13,935
Ceiling Finishes - Paint (on Gypsum Board)	\$ 7,160	\$ 7,876	110%	5	\$ 7,876					\$ 7,876					\$ 15,753



Buildings – Sample Renewal Schedule Pg. 2

RENEWAL (Capital Improvement) and FCI REPORT

Institution: City Hall
Panama City Beach, Florida

Building: City Hall	Replacement Value	Deficiency Value	FCI (Repair/Renewal)	Life (Years)	Year											Building Totals
					2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Ceiling Finishes - Acoustical (Suspended)	\$ 22,032	\$ 24,235	110%	25	\$ 24,235											\$ 24,235
SERVICES																
Plumbing																
Plumbing Fixtures - Standard Upgrade	\$ 96,060	\$ 105,665	110%	30	\$ 105,665											\$ 105,665
Domestic Water - Copper	\$ 12,118	\$ 13,693	113%	40	\$ 13,693											\$ 13,693
Water Heater - 40-gal.	\$ 1,620			10						\$ 1,701						\$ 1,701
Sanitary Waste - PVC and CI	\$ 13,219	\$ 13,219	100%	40	\$ 13,219											\$ 13,219
Rain Water Drainage - PVC and CI interior drain leaders	\$ 9,914	\$ 10,906	110%	40	\$ 10,906											\$ 10,906
HVAC																
Split DX Systems - 1-split system	\$ 24,786			15						\$ 27,265						\$ 27,265
Split DX Systems - 1-split system	\$ 49,572	\$ 54,529	110%	15	\$ 54,529											\$ 54,529
Controls	\$ 3,856	\$ 4,241	110%	15	\$ 4,241											\$ 4,241
Systems T & B	\$ 6,279	\$ 6,279	100%	15	\$ 6,279					\$ 6,279						\$ 13,558
Fire Protection																
Fire Sprinkler System	\$ 60,588	\$ 72,706	120%	25	\$ 72,706											\$ 72,706
Electrical																
Service & Distribution	\$ 46,818	\$ 51,500	110%	30	\$ 51,500											\$ 51,500
Lighting	\$ 48,470	\$ 50,894	105%	20	\$ 50,894											\$ 50,894
Branch Wiring	\$ 82,620			40			\$ 99,144									\$ 99,144
Fire Alarm	\$ 22,032	\$ 24,235	110%	12	\$ 24,235											\$ 24,235
Comm. & Security - Telephone/Data Board	\$ 16,524	\$ 18,176	110%	15	\$ 18,176											\$ 18,176
Lightning Protection	\$ 4,952	\$ 5,453	110%	40	\$ 5,453											\$ 5,453
EQUIPMENT & FURNISHINGS																
Equipment																
Commercial Equip. - Range, Sink, Refrigerator	\$ 8,262	\$ 9,088	110%	25	\$ 9,088											\$ 9,088
Total	\$ 1,537,977	\$ 786,295	51%		\$ 786,295	\$ 60,588	\$ 120,956	\$ 48,470	\$ -	\$ 57,399	\$ 1,701	\$ -	\$ -	\$ -	\$ -	\$ 1,875,403

* Total Replacement Value shown above is inclusive of all systems. Rows are hidden for systems that do not have a renewal cycle in the planning period shown.



Buildings – Renewal Summary

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
RENEWAL TOTAL	\$ 56,004	\$ 1,618,401	\$ 1,151,958	\$ 1,036,451	\$ 622,971	\$ 633,250	\$ 543,151	\$ 790,280	\$ 2,864,051	\$ 339,945	\$ 9,656,462
DEFICIENCY AND RESERVE FOR RENEWAL EXPENSE 2017 \$	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 1,431,200	\$ 14,312,002
RESERVE FOR RENEWAL FUND 2017 \$	\$ (3,280,344)	\$ (3,467,545)	\$ (3,188,302)	\$ (2,793,553)	\$ (1,985,324)	\$ (1,187,374)	\$ (299,325)	\$ 341,596	\$ (1,091,255)	\$ 0	
INFLATION 3%		3.0%	6.1%	9.2%	12.3%	15.4%	18.5%	21.5%	24.6%	27.7%	
INFLATED EXPENDITURE	\$ 4,711,544	\$ 1,666,953	\$ 1,222,112	\$ 1,131,597	\$ 699,410	\$ 730,517	\$ 643,362	\$ 960,506	\$ 3,569,467	\$ 434,178	\$ 15,769,646
RESERVE FOR RENEWAL EXPENSE	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	\$ 1,576,965	
RESERVE FOR RENEWAL FUND	\$ (3,134,579)	\$ (3,224,568)	\$ (2,869,715)	\$ (2,424,348)	\$ (1,546,793)	\$ (700,345)	\$ 233,257	\$ 849,715	\$ (1,142,787)	\$ 0	



Methodology

Non-CRA Roadway Evaluation Methodology – Evaluation Procedure

▪ Roadway Evaluation Survey

- City's roadways were evaluated and rated by need for maintenance or repair.
- Overall evaluation of the City owned/maintained public roads was used to create a maintenance/repair priority ranking.
- City provided a data base of street names and lengths.
- Roadway priority ranking was developed based on: Existing Pavement Survey and Drainage Evaluation.
- Roadway Evaluation survey services included a brief site visit and onsite pavement/drainage evaluation.
- Existing pavement condition survey was performed on all residential, non-residential, and tourist corridor roadways.



Methodology

Non-CRA Roadway Evaluation Methodology – Evaluation Procedure

▪ Roadway Evaluation Survey (Cont.)

- Existing pavement condition survey generally based on the FDOT 2015 Flexible Pavement Condition Survey criteria.
- Roadway pavement conditions evaluated based on the severity of cracking, raveling, patching, rut rating and ride rating.
- Each category evaluated based on a 10-point system: 1 = very poor (failure conditions) and 10 = no issues.
- Drainage assessed during brief field visits where known drainage issues were identified by the City.
- Subjective evaluation of the existing drainage created a priority ranking.



Methodology

Non-CRA Roadway Evaluation Methodology – Evaluation Procedure

▪ Roadway Evaluation Survey (Cont.)

- Based on the field findings, a maintenance schedule was developed for each roadway reviewed.
- Milling and resurfacing costs were estimated considering each roadway's existing features and conditions.
- Roadway maintenance estimates were developed utilizing FDOT historical statewide 12 month moving average costs from May 1, 2016 to April 30, 2017.
- Based on each roadway's existing pavement geometry (lane widths) unit cost per mile for milling and resurfacing maintenance was developed.
- 20-Year interval budget ranges were developed.



Methodology

Front Beach Road and CRA Program – Evaluation Procedure

▪ CRA Improved Roadway Evaluations

- Simplified Roadway Database was developed based on the Roadway Construction Plans and As-Builts.
- Evaluation of the roads conducted generally based on the FDOT Maintenance Rating Program (MRP).
- Based on multiple field visits, a modified MRP was utilized to evaluate the existing roads and develop long-term maintenance plans.
- Evaluations were performed on all completed FBR CRA projects that include connector roadways and FBR Segment 2.



Methodology

Front Beach Road and CRA Program – Evaluation Procedure

▪ CRA Improved Roadway Evaluations (Cont.)

- Annual O&M budget costs developed considering the existing CRA roadway system conditions.
- Annual budget costs based on guidance and 2017 cost data provided by City personnel, FDOT historical costs, and publicly available O&M references.



Methodology

Front Beach Road and CRA Program – Evaluation Procedure

▪ CRA Unimproved Roadway Evaluations

- Roadway evaluations performed on all uncompleted FBR CRA projects FDOT intends to transfer to the City.
- Roadway evaluations for the unimproved connector roadways included site visit and pavement/drainage evaluation.
- Existing pavement condition survey was performed on all residential, non-residential, and tourist corridor roadways.
- Existing pavement condition survey was based on the FDOT 2015 Flexible Pavement Condition Survey criteria.



Methodology

Front Beach Road and CRA Program – Evaluation Procedure

▪ CRA Unimproved Roadway Evaluations (Cont.)

- Roadway pavement conditions evaluated based on the severity of cracking, raveling, patching, rut rating and ride rating.
- Evaluated based on a 10-point system: 1 = very poor (failure conditions) and 10 = no issues.
- Evaluation of the roads conducted generally based on FDOT Maintenance Rating Program (MRP).
- Based on multiple field visits, a modified MRP was utilized to evaluate the existing roads and develop long-term maintenance plans.



Methodology

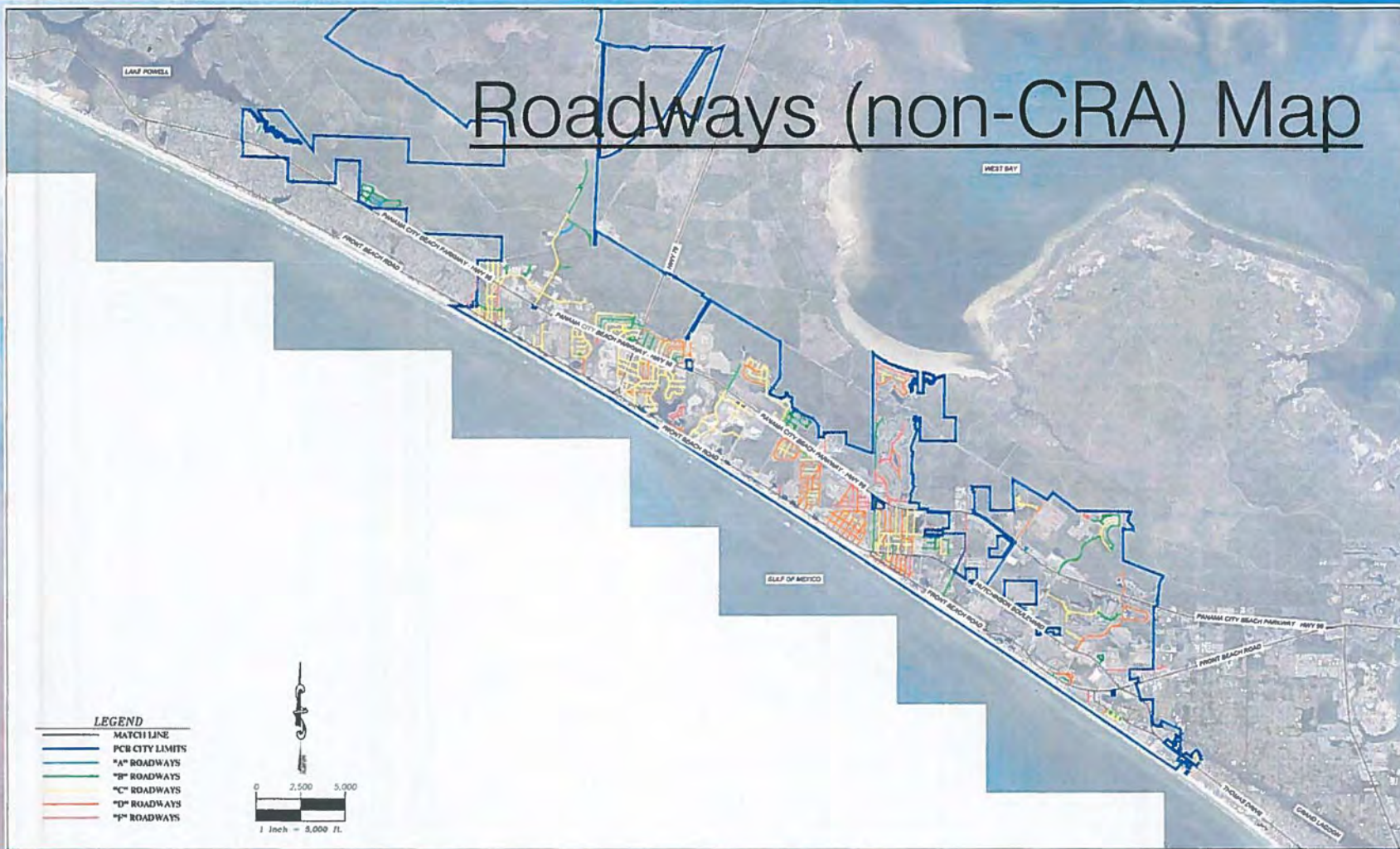
Front Beach Road and CRA Program – Evaluation Procedure

▪ CRA Unimproved Roadway Evaluations (Cont.)

- Drainage evaluated during brief field visits in areas with known drainage issues identified by the City.
- Subjective evaluation of the existing drainage created a priority ranking.
- Estimated annual maintenance budget developed for unimproved CRA roadways included milling and resurfacing costs.
- A redevelopment budget was developed for the unimproved CRA roadways.
- O&M cost budgets considering constructed conditions (post development) developed for the CRA roadway program.



Roadways (non-CRA) Map



Roadways Report Sample



City of Panama City Beach
Capital Improvement Plan

Date of Report: April 11, 2017
GE Project Number: 16-029

ROADWAY FIELD DATA SHEETS

Street Name: Columbus Street
 Section/Township/Range: 27/3S/16W
 Ward: 2
 Date of Field Observations: March 23, 2017
 Field Personnel: David Miller

Roadway: Asphalt

Item	Rating (1 to 10)	Description
Cracking:	8	Cracking was observed in isolated areas along the roadway. See additional observations.
Raveling:	6	Raveling was observed along the roadway. See additional observations.
Patching:	5	Four (4) patches were observed. See additional observations.
Rutting:	5	Rutting was observed along the roadway. See additional observations.
Ride Rating:	4	Roadway rides slightly roughly.
Average Rating:	5.6	Roadway is generally in fair condition.
Grade:	C	

Drainage (if applicable):

Item	Rating (Light/Moderate/Severe)	Description
Erosion:	N/A	None observed.
Surface Water:	N/A	None observed.
Ponded Water (RDWY):	Light	Ponded water was observed near 318 Columbus Street.
Other:	Light	Sand/soil were observed deposited in the roadway near the intersection with Cicero Street.

Additional Observations:

- Lane widths were observed to be approximately 11 feet.
- Cracking was observed in isolated areas along the roadway.
- Raveling and rutting as deep as 0.5 in. were observed along the roadway, but were more evident near the intersections. Refer to photograph numbers 2, 3 and 4.
- Four (4) asphalt patches were observed along the roadway. The patches range in size from approximately 1.5 ft. in diameter to approximately 8.5 ft. X 7 ft. Two (2) of the patches were observed adjacent to a drainage inlet near 314 Columbus Street. The pavement patch transitions range from smooth to rough. Refer to photograph numbers 1 and 2.
- Two (2) depressions, approximately 2 ft. X 1.5 ft. X 1 in. and approximately 1 ft. X 2 ft. X 1.5 in., were observed in the northbound travel lane near 302 Columbus Street. Refer to photograph number 3.
- The pavement transitions at the intersections with Liverpool Avenue, Geneva Avenue and Cicero Street were observed to be smooth to fairly smooth.
- Pavement staining was observed along the roadway. Refer to photograph number 2.

Roadways Report Sample

City of Panama City Beach
Capital Improvement Plan

Date of Report: April 11, 2017
GE Project Number: 16-029

Representative Site Photographs:



1. Photograph depicting two (2) patches observed adjacent to a drainage inlet in the southbound travel lane near 314 Columbus Street. The pavement transitions were observed to be rough to slightly rough.



2. Photograph depicting an approximately 8.5 ft. X 7 ft. patch observed in the northbound travel lane near 302 Columbus Street. The pavement transitions were observed to be smooth.



3. Photograph depicting an approximately 1 ft. X 2 ft. X 1.5 in. depression observed in the northbound travel lane near 302 Columbus Street. View to the south.



4. Photograph depicting conditions near the intersection with Liverpool Avenue. View to the south.



TABLE 1 - ROADWAY LETTER GRADES DISTRIBUTION

LETTER GRADE	NUMBER OF ROAD SEGMENTS
A	4
B	47
C	109
D	62
F	23
Total Number of Road Segments =	245
Total Centerline Roadway Miles Evaluated =	66



ROADWAY GRADES DISTRIBUTION

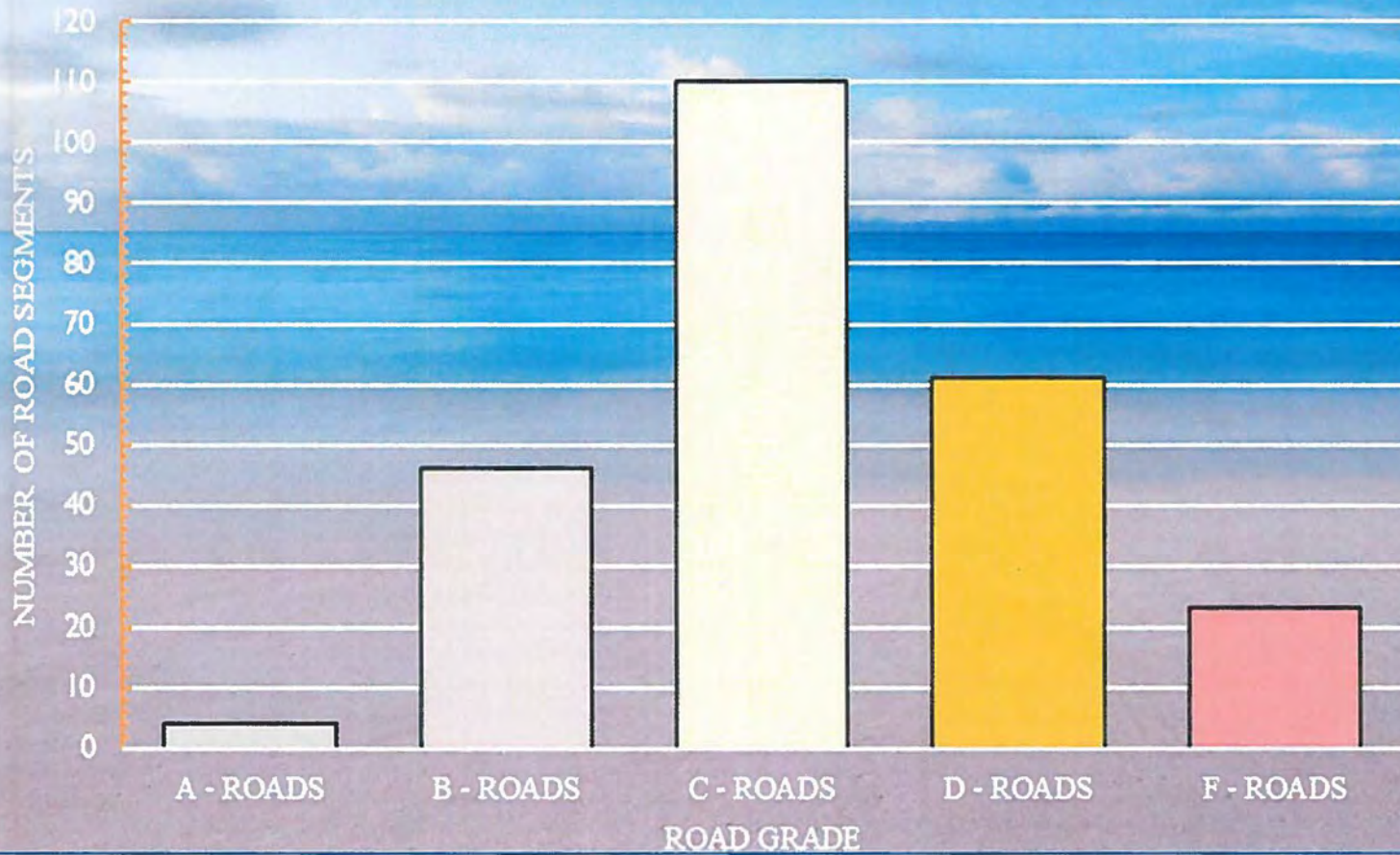


TABLE 2 – MAINTENANCE PRIORITY ROADWAYS

STREET NAME	PRIORITY RANK	GRADE	STREET NAME	PRIORITY RANK	GRADE
Sellers Street	1	F	Clarence Street	13	F
Deluna Place	2	F	Sea Oats Drive	14	F
Deluna Court	3	F	Lyndell Lane	15	F
Moonlight Bay Drive	4	F	Lakeview Circle	16	F
Fairway Blvd	5	F	Gulfside Drive	17	F
Eagle Drive	6	F	Gulf Blvd North	18	F
AL-Mar Lane	7	F	Emerald Lake Drive	19	F
Bid-A-Wee Lane	8	F	Cedar Hammock Lane ¹	20	F
Bid-A-Wee Court	9	F	Seaclusion Circle	21	F
Young Street	10	F	Laurel Street	22	F
Vestavia Street S.	11	F	Birdie Lane	23	F
Gulf Lane	12	F			

Total Centerline Roadway Miles Evaluated =

66



TABLE 3 – ESTIMATED BUDGET RANGE AND RESURFACING INTERVAL

EVALUATED BUDGET RANGE (COST/YEAR)	APPROXIMATE RESURFACING INTERVAL (YEARS)
\$850,000.00-\$1,000,000.00	20
\$1,200,000.00-\$1,300,000.00 (FIRST 5 YEARS) THEN TRANSITION TO \$600,000.00-\$750,000.00	25
\$600,000.00-\$750,000.00	25
\$500,000.00-\$650,000.00	30



Roadways – Renewal Summary

Roadway Condition

Panama City Beach, Florida

Mill and Resurface	
Year	Cost Estimate By Year
2018	\$ 933,000.00
2019	\$ 904,000.00
2020	\$ 929,000.00
2021	\$ 853,000.00
2022	\$ 872,000.00
2023	\$ 953,000.00
2024	\$ 963,000.00
2025	\$ 978,000.00
2026	\$ 997,000.00
2027	\$ 958,000.00
2028	\$ 945,000.00
2029	\$ 959,000.00
2030	\$ 910,000.00
2031	\$ 903,000.00
2032	\$ 930,000.00
2033	\$ 914,000.00
2034	\$ 881,000.00
2035	\$ 992,000.00
2036	\$ 839,000.00
2037	\$ 1,007,000.00
20 Year TOTAL =	\$ 18,620,000.00

PCB - Roadway - Non-CRA

Approximate 20 Year Mill and Resurface Cost Summary

5 Year Cost Breakdown		10 Year Cost Breakdown	
Year Range	Cost Totals	Year Range	Cost Totals
2018 - 2022	\$ 4,491,000.00		
2023 - 2027	\$ 4,849,000.00	2018 - 2027	\$ 9,340,000.00
2028 - 2032	\$ 4,647,000.00		
2033 - 2037	\$ 4,633,000.00	2028 - 2037	\$ 9,280,000.00

Notes:

1. High priority roads (D and F rated) are budgeted for maintenance within the first 8 years.
2. 20 Year interval budget range approximately \$850,000 to \$1,000,000 per year.



Front Beach Road - CRA Program Map



CRA Improved Roadways



City of Panama City Beach
Capital Improvement Plan

Date of Report: June 9, 2017
GE Project Number: 16-029

ROADWAY FIELD DATA SHEETS

Street Name: South Thomas Drive
 CRA Roadway Type: Front Beach Road - Improved
 Section/Township/Range: 1/4S/16W, 36/3S/16W
 Ward: 1
 Date of Field Observations: May 22, 2017
 Field Personnel: David Miller E.L., Ethan Dean
 Roadway Construction: Asphalt
 Roadway Limits: Front Beach Road to N. Thomas Drive (Sta. 300+00.00 to Sta. 342+55.08 and Sta. 400+00.00 to Sta. 405+16.50)
 Length: 4,772 feet / 0.90 miles

South Thomas Drive intersects Front Beach Road to the west and N. Thomas Drive in 2 locations to the east (one signalized -north, one unsignalized -south.)

Roadway Characteristics:

	Left Side of Roadway			Right Side of Roadway	
	Bike/Tram Lane	Travel Lane	Center Turn Lanes	Travel Lane	Bike/Tram Lane
Width	4' or 11'	11'	12.5'	11'	4' or 11'
Slope Range	-1.6% to -2%	-1.4% to -2%	-1.3% to -2%	-1.1% to -2%	-1.6% to -2%

Roadway Conditions:

Item	Rating (1 to 10)	Description
Cracking:	8	Isolated cracking was observed along the roadway
Raveling:	8	Raveling was observed to be heavier at intersections.
Patching:	8	An approximate 2 foot by 2.5 foot patch was observed in the tram/bike lane.
Rutting:	8	Light rutting was observed near intersections.
Ride Rating:	8	The roadway rides smoothly
Pothole:	N/A	None observed.
Depression/Bump:	8	Few minor bumps throughout the roadway.
Shoving:	N/A	None observed.
Average Rating:	8	The roadway is generally in Good condition.
Grade:	B	

CRA Improved Roadways

TABLE 2 – PAVEMENT CONDITION SUMMARY

FBR CRA ROADWAY	LETTER GRADE	UNIMPROVED/IMPROVED*
Front Beach Road Segment 1	B	Improved
S. Thomas Drive	B	Improved
Front Beach Road Segment 2	Under Construction (2017)	Under Construction (2017)
Front Beach Road Segment 3	D	Unimproved
S. Arnold Road	B	Unimproved
Front Beach Road Segment 4.1 (FDOT)	D	Unimproved
Front Beach Road Segment 4.2 (FDOT)	D	Unimproved
Front Beach Road Segment 4.3 (FDOT)	D	Unimproved
Front Beach Road Segment 5 (FDOT)	D	Unimproved

TABLE 2 – PAVEMENT CONDITION SUMMARY

CRA CONNECTOR ROADWAY	LETTER GRADE	UNIMPROVED/IMPROVED*
R. Jackson Blvd.	C	Improved
Churchwell Drive	C	Improved
Powell Adams Road (North)	B	Improved
Powell Adams Road (South)	C	Unimproved
Hills Road	C	Unimproved
Alf Coleman	D	Unimproved
N. Thomas Drive	D	Unimproved
Clara Avenue	B	Unimproved
Nautilus Street	D	Unimproved
Cobb Road	A	Unimproved



CRA Improved Roadways

TABLE 4 – CRA ROADWAY OPERATIONS AND MAINTENANCE COST SUMMARY

CRA - FRONT BEACH ROAD		OPERATIONS AND MAINTENANCE		
CRA - FBR Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	Estimated O&M Cost (Annual)
Front Beach Road Segment 1 (S. Thomas Dr to SR 392A/N. Thomas Dr)	0.85	Completed 2013	100 ft	\$ 110,000.00
S. Thomas Drive (Front Beach Road to N. Thomas Drive)	0.90	Completed 2013	100 ft	\$ 124,000.00
Front Beach Road Segment 2 (R. Jackson Boulevard to S. Thomas Drive)	1.31	Under Construction 2017	100 ft	\$ 175,000.00
Front Beach Road Segment 3 (S. Arnold Road to Lulwater Drive)	0.64	1	100 ft	\$ 88,000.00
S. Arnold Road (Front Beach Road to Panama City Beach Parkway)	0.56	2	100 ft	\$ 78,000.00
Front Beach Road Segment 4.1 (Lulwater Drive to Hill Road) (FDOT)	1.35	3	100 ft	\$ 179,000.00
Front Beach Road Segment 4.2 (Hill Road to SR 392A Hutchinson Boulevard) (FDOT)	1.41	4	100 ft	\$ 183,000.00
Front Beach Road Segment 4.3.A (Lyndell Lane to R. Jackson Boulevard) (FDOT)	0.89	5	100 ft	\$ 118,000.00
Front Beach Road Segment 4.3.B (SR 392A-Middle Beach Road to Lyndell Lane) (FDOT)	0.92	6	100 ft	\$ 125,000.00
Front Beach Rd Segment 5.A (Delma Place to Shalimar Street) (FDOT)	0.85	7	100 ft	\$ 109,000.00
Front Beach Rd Segment 5.B (Shalimar Street to just west of SR 79) (FDOT)	0.83	8	100 ft	\$ 107,000.00
TOTALS =	10.5	FBR CRA Roads Subtotal =		\$ 1,396,000.00
CRA - CONNECTOR ROADS		OPERATIONS AND MAINTENANCE		
CRA - Connector Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	CRA - FBR Roadway Segments
R. Jackson Blvd (Front Beach Road to Panama City Beach Parkway)	0.90	Completed 2009	100 ft	\$ 134,000.00
Churchwell Drive (Front Beach Road to SR-392A Middle Beach Road)	0.46	Completed 2009	66 ft	\$ 68,000.00
Powell Adams Road (North Section) (LC Hilton Jr. Dr. to Panama City Beach Parkway)	0.33	Completed 2013	100 ft	\$ 58,000.00
Powell Adams Road (South Section) (Front Beach Road to LC Hilton Jr. Drive)	0.30	1	100 ft	\$ 44,000.00
Hill Road (Front Beach Road to Panama City Beach Parkway)	0.60	2	100 ft	\$ 92,000.00
AH Coleman Road (Front Beach Road to Panama City Beach Parkway)	1.04	3	100 ft	\$ 160,000.00
N. Thomas Drive (Front Beach Road to Jean Avenue)	1.21	4	100 ft	\$ 181,000.00
Clara Avenue (Front Beach Road to Panama City Beach Parkway)	0.78	5	100 ft	\$ 123,000.00
Nautilus Street (Front Beach Road to Panama City Beach Parkway)	0.79	6	66 ft	\$ 107,000.00
Cobb Road (Front Beach Road to Panama City Beach Parkway)	0.41	7	66 ft	\$ 54,000.00
TOTALS =	10.5	CRA Connector Roads Subtotal =		\$ 1,021,000.00
ESTIMATED ANNUAL ROADWAY OPERATIONS AND MAINTENANCE COST GRAND TOTAL =				\$ 2,417,000.00



CRA Unimproved Roadways

City of Panama City Beach
Capital Improvement Plan

Date of Report: June 14, 2017
GE Project Number: 16-029

ROADWAY FIELD DATA SHEETS

Street Name: Alf Coleman Road
 CRA Roadway Type: Connector - Unimproved
 Section/Township/Range: 26/3S/16W, 34/3S/16W, 35/3S/16W
 Ward: 1
 Date of Field Observations: May 26, 2017
 Field Personnel: David Miller E.L., Josh Johns
 Roadway Construction: Asphalt
 Roadway Limits: From Front Beach Road to Panama City Beach Parkway (Sta. 1700+34.00 to Sta. 1749+39.51)
Hutchison Boulevard Intersection (Sta. 10+11.00 to Sta. 16+22.16)
 Lane Width: 11 ft.
 Length: 5,517 feet, 1.04 miles

Roadway:

Alf Coleman Road is a connector street that provides access between Front Beach Road and Panama City Beach Parkway. The roadway intersects Front Beach Road to the south and Panama City Beach Parkway to the north and is bisected by Hutchison Boulevard.

During the time of our field visit, segments of Alf Coleman Road were observed to be in varying condition relative to the other lengths of the roadway. The limits of the varying conditions of the roadway areas are described as follows:

1. (Recently resurfaced) From Front Beach Road to Hutchison Boulevard.
2. (Not recently resurfaced) From Hutchison Boulevard to Panama City Beach Parkway

Table 1 represents the general conditions of the roadway segment from Front Beach Road to Hutchison Boulevard. The conditions for the remaining segment of the roadway from Hutchison Boulevard to Panama City Beach Parkway are represented in Table 2.

TABLE 1 – FRONT BEACH ROAD TO HUTCHISON BOULEVARD		
Item	Rating (1 to 10)	Description
Cracking:	5	Cracking was observed along the roadway. See additional observations.
Raveling:	5	Raveling was observed along the roadway. See additional observations.
Patching:	N/A	No patching was observed.
Rutting:	5	Rutting was observed along the roadway. See additional observations.
Ride Rating:	5	Roadway rides slightly roughly.
Average Rating:	5	Roadway is generally in fair condition.
Grade:	C	



CRA Unimproved Roadways

TABLE 2 – PAVEMENT CONDITION SUMMARY

FBR CRA ROADWAY	LETTER GRADE	UNIMPROVED/IMPROVED*
Front Beach Road Segment 1	B	Improved
S. Thomas Drive	B	Improved
Front Beach Road Segment 2	Under Construction (2017)	Under Construction (2017)
Front Beach Road Segment 3	D	Unimproved
S. Arnold Road	B	Unimproved
Front Beach Road Segment 4.1 (FDOT)	D	Unimproved
Front Beach Road Segment 4.2 (FDOT)	D	Unimproved
Front Beach Road Segment 4.3 (FDOT)	D	Unimproved
Front Beach Road Segment 5 (FDOT)	D	Unimproved

TABLE 2 – PAVEMENT CONDITION SUMMARY

CRA CONNECTOR ROADWAY	LETTER GRADE	UNIMPROVED/IMPROVED*
R. Jackson Blvd.	C	Improved
Churchwell Drive	C	Improved
Powell Adams Road (North)	B	Improved
Powell Adams Road (South)	C	Unimproved
Hills Road	C	Unimproved
Alf Coleman	D	Unimproved
N. Thomas Drive	D	Unimproved
Clara Avenue	B	Unimproved
Nautilus Street	D	Unimproved
Cobb Road	A	Unimproved



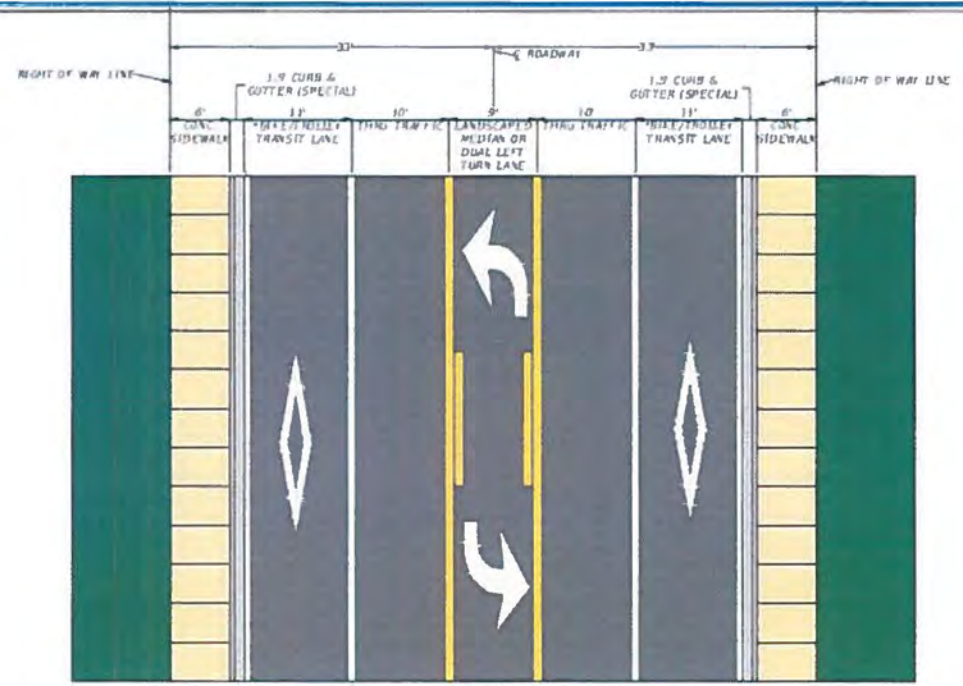
CRA Unimproved Roadways

TABLE 5 – UNIMPROVED CRA ROADWAYS MILLING/RESURFACING COST SUMMARY

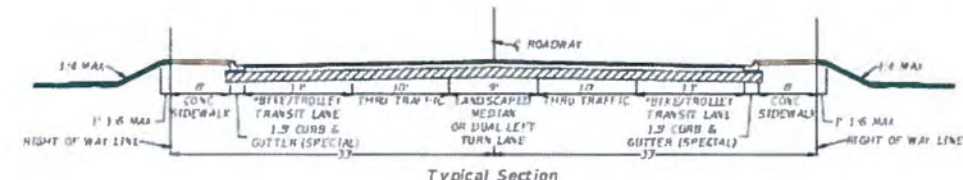
CRA - FRONT BEACH ROAD		MILLING AND RESURFACING		
CRA - FBR Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	Estimated Annual Milling/Resurfacing Costs
Front Beach Road Segment 3 (S. Arnold Road to Lullwater Drive)	0.64	1	100 ft	\$ 24,000.00
S. Arnold Road (Front Beach Road to Panama City Beach Parkway)	0.56	2	100 ft	\$ 20,200.00
Front Beach Road Segment 4.1 (Lullwater Drive to Hill Road) (FDOT)	1.35	3	100 ft	\$ 54,100.00
Front Beach Road Segment 4.2 (Hill Road to SR 392A/Hutchison Boulevard) (FDOT)	1.41	4	100 ft	\$ 58,600.00
Front Beach Road Segment 4.3.A (Lyndell Lane to R. Jackson Boulevard) (FDOT)	0.89	5	100 ft	\$ 33,600.00
Front Beach Road Segment 4.3.B (SR 392A-Middle Beach Road to Lyndell Lane) (FDOT)	0.92	6	100 ft	\$ 36,150.00
Front Beach Rd Segment 5.A (Delma Place to Shalimar Street) (FDOT)	0.85	7	100 ft	\$ 35,650.00
Front Beach Rd Segment 5.B (Shalimar Street to just west of SR 79) (FDOT)	0.83	8	100 ft	\$ 36,050.00
TOTALS =	10.5	FBR CRA Roads Subtotal =		\$ 298,350.00
CRA - CONNECTOR ROADS		MILLING AND RESURFACING		
CRA - Connector Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	Estimated Milling/Resurfacing Costs (Annual)
Powell Adams Road (South Section) (Front Beach Road to LC Hilton Jr. Drive)	0.30	1	100 ft	\$ 8,600.00
Hills Road (Front Beach Road to Panama City Beach Parkway)	0.60	2	100 ft	\$ 16,250.00
Alf Coleman Road (Front Beach Road to Panama City Beach Parkway)	1.04	3	100 ft	\$ 30,450.00
N. Thomas Drive (Front Beach Road to Joan Avenue)	1.21	4	100 ft	\$ 46,000.00
Clara Avenue (Front Beach Road to Panama City Beach Parkway)	0.78	5	100 ft	\$ 23,650.00
Nautilus Street (Front Beach Road to Panama City Beach Parkway)	0.79	6	66 ft	\$ 26,250.00
Cobb Road (Front Beach Road to Panama City Beach Parkway)	0.41	7	66 ft	\$ 10,750.00
TOTALS =	10.5	CRA Connector Roads Subtotal =		\$ 161,950.00
ESTIMATED REDEVELOPMENT COST GRAND TOTAL =				\$ 460,300.00



CRA Redevelopment



Plan View



Typical Section

NOTE:
NON-STANDARD COLOR ASPHALT
FOR BIKE/TROLLEY TRANSIT LANE
(OLD TYPICAL DESIGN VARIES)



GE Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
(850) 249-2425
CA-00009505



CLIENT
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

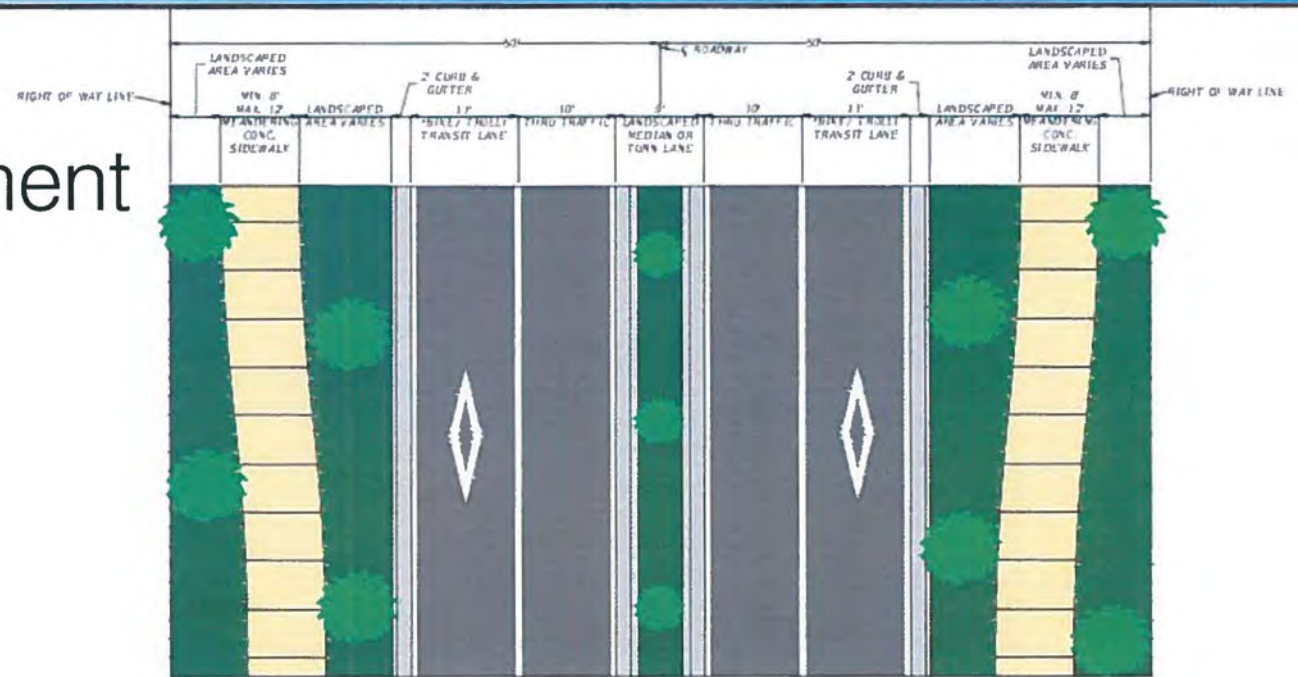
PROJECT
Panama City Beach CIP
Front Beach Road CRA O&M

**Front Beach Road - CRA
66' Typical Section Exhibit**

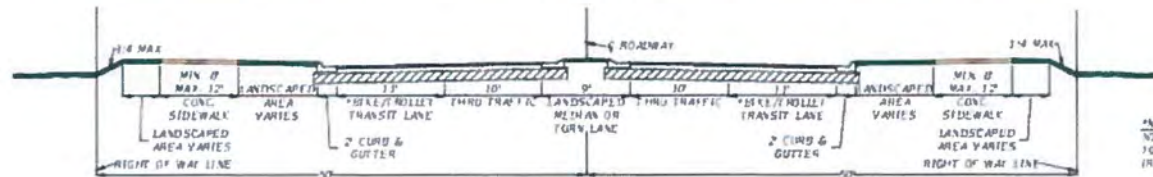
1" = 10'
IF DIMENSIONS DO NOT ADD UP
DUE TO ROUNDING OR THE SCALE OF
THE DRAWING, THE DIMENSIONS SHALL
GOVERN.



CRA Redevelopment



Plan View



Typical Section

*NOTE:
NON STANDARD COLOR ASPHALT
FOR BIKE/HOLLEY TRANSIT LANE
(RED TYPICAL) DESIGN VARIES



Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
(850) 249-2425
CA-00009505



CLIENT
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

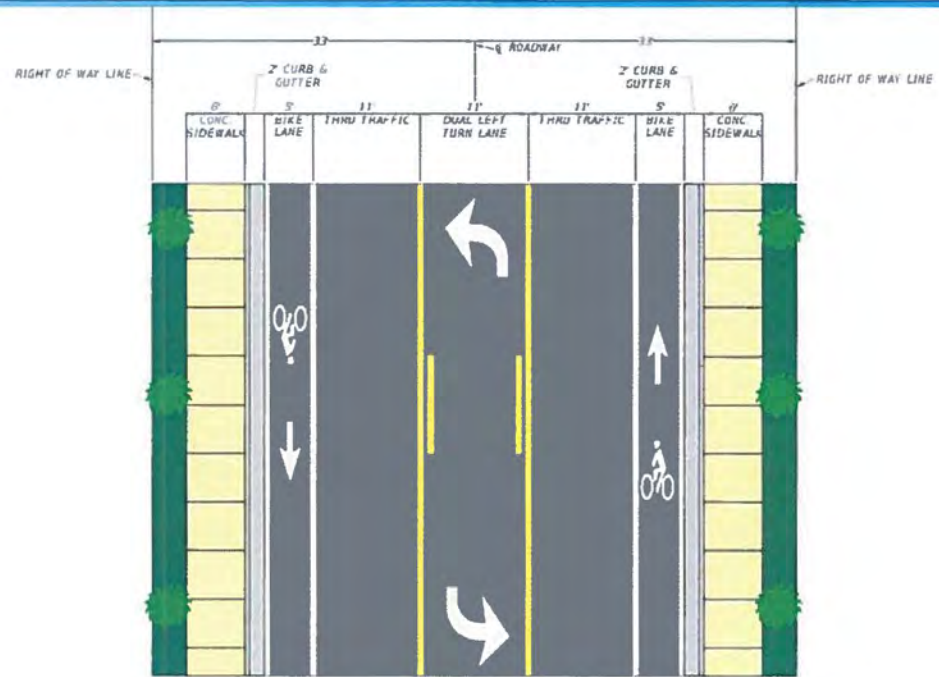
PROJECT
Panama City Beach CIP
Front Beach Road CRA O&M

Front Beach Road - CRA
100' Typical Section Exhibit

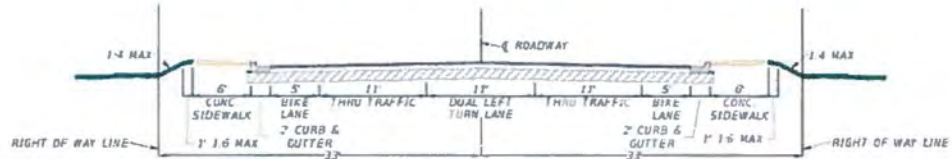
1" = 10'
1/4" = 10'
1/8" = 10'



CRA Redevelopment



Plan View



Typical Section



Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
(850) 244-2425
C.A.00009504



CLIENT
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

PROJECT

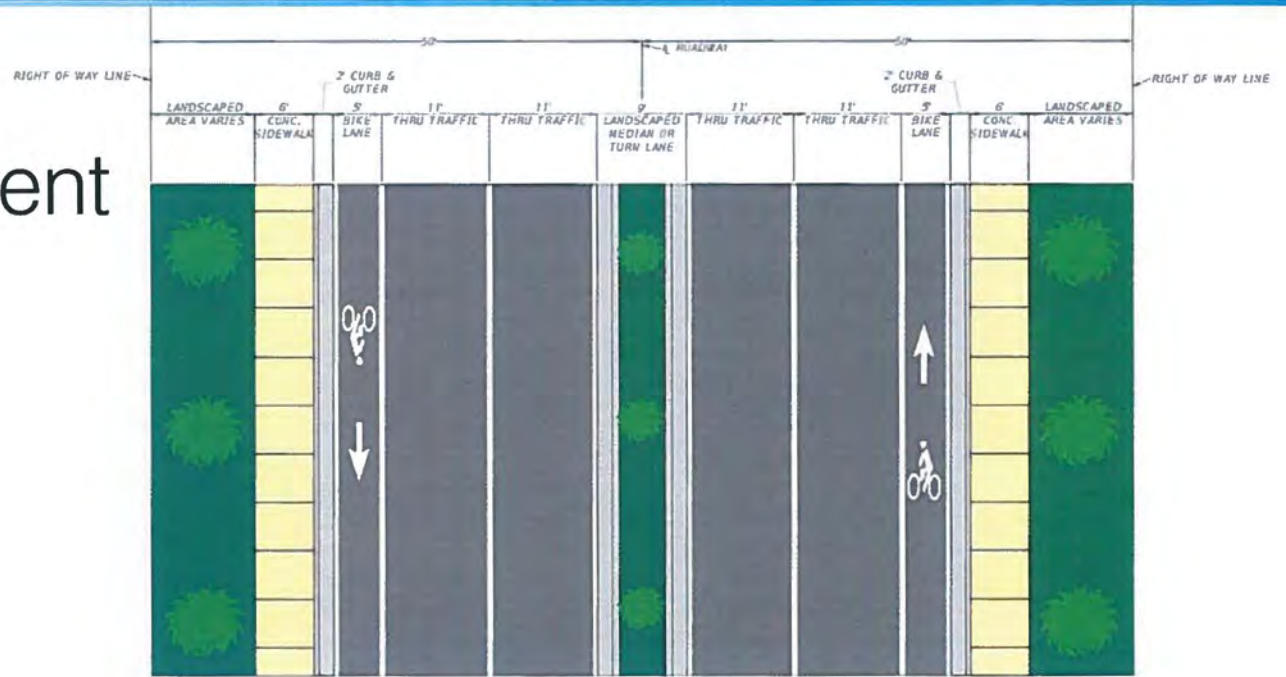
Panama City Beach CIP
Front Beach Road CRA O&M

Connector - CRA
66' Typical Section Exhibit

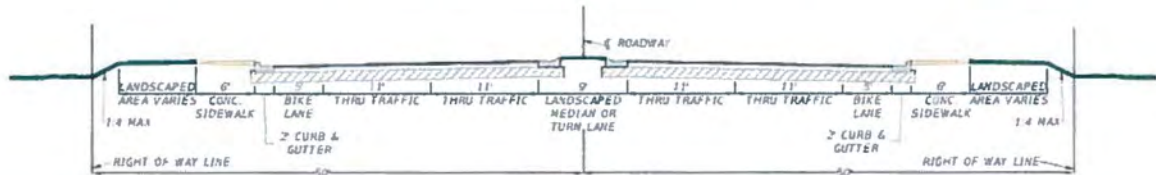
1" = 10'
IF THIS LINE OVERS AND NEGLIGENT
HOW SUCH IN LOWEST THE HIGHER
OF THIS RELATION ARE NOT TO BE



CRA Redevelopment



Plan View



Typical Section



Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
(850) 249-2425
C.A.00009505



CLIENT
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

PROJECT
Panama City Beach CIP
Front Beach Road CRA O&M

**Connector - CRA
100' Typical Section Exhibit**

1" = 10'
IF THIS LINE DOTTED LINE MEANS
AND THIS IS A DOTTED LINE, THE SCALE
OF THIS DRAWING IS 1" = 10'



CRA Redevelopment

TABLE 3 – CRA ROADWAY REDEVELOPMENT COST SUMMARY

CRA - FRONT BEACH ROAD		CONSTRUCTION AND REDEVELOPMENT		
CRA - FBR Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	CRA - FBR Development and Construction Cost per Segment
Front Beach Road Segment 1 (S. Thomas Dr to SR 392A N. Thomas Dr)	0.85	Completed 2013	100 ft	Completed
S. Thomas Drive (Front Beach Road to N. Thomas Drive)	0.90	Completed 2013	100 ft	Completed
Front Beach Road Segment 2 (R. Jackson Boulevard to S. Thomas Drive)	1.31	Under Construction 2017	100 ft	Completed
Front Beach Road Segment 3 (S. Arnold Road to Lullwater Drive)	0.64	1	100 ft	\$ 14,275,000.00
S. Arnold Road (Front Beach Road to Panama City Beach Parkway)	0.56	2	100 ft	\$ 11,556,000.00
Front Beach Road Segment 4.1 (Lullwater Drive to Hill Road) (FDOT)	1.15	3	100 ft	\$ 30,759,000.00
Front Beach Road Segment 4.2 (Hill Road to SR 392A Hutchinson Boulevard) (FDOT)	1.41	4	100 ft	\$ 32,010,000.00
Front Beach Road Segment 4.3.A (Lyndell Lane to R. Jackson Boulevard) (FDOT)	0.89	5	100 ft	\$ 20,177,000.00
Front Beach Road Segment 4.3.B (SR 392A-Middle Beach Road to Lyndell Lane) (FDOT)	0.92	6	100 ft	\$ 20,902,000.00
Front Beach Rd Segment 5.A (Delmas Place to Shalimar Street) (FDOT)	0.85	7	100 ft	\$ 19,415,000.00
Front Beach Rd Segment 5.B (Shalimar Street to just west of SR 79) (FDOT)	0.83	8	100 ft	\$ 18,982,000.00
TOTALS =	10.5		FBR CRA Roads Subtotal =	\$ 168,176,000.00
CRA - CONNECTOR ROADS		CONSTRUCTION AND REDEVELOPMENT		
CRA - Connector Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	CRA - Connector Roadways Development and Construction Cost per Segment
R. Jackson Blvd (Front Beach Road to Panama City Beach Parkway)	0.90	Completed 2008	100 ft	Completed
Churchwell Drive (Front Beach Road to SR-392A Middle Beach Road)	0.46	Completed 2008	66 ft	Completed
Powell Adams Road (North Section) (LC Hilton Jr. Dr. to Panama City Beach Parkway)	0.33	Completed 2013	100 ft	Completed
Powell Adams Road (South Section) (Front Beach Road to LC Hilton Jr. Drive)	0.30	1	100 ft	\$ 6,427,000.00
Hills Road (Front Beach Road to Panama City Beach Parkway)	0.60	2	100 ft	\$ 12,454,000.00
Alf Coleman Road (Front Beach Road to Panama City Beach Parkway)	1.04	3	100 ft	\$ 20,733,000.00
N. Thomas Drive (Front Beach Road to Jean Avenue)	1.21	4	100 ft	\$ 30,241,000.00
Clara Avenue (Front Beach Road to Panama City Beach Parkway)	0.78	5	100 ft	\$ 15,779,000.00
Nautilus Street (Front Beach Road to Panama City Beach Parkway)	0.79	6	66 ft	\$ 15,379,000.00
Cobb Road (Front Beach Road to Panama City Beach Parkway)	0.41	7	66 ft	\$ 7,899,000.00
TOTALS =	10.5		CRA Connector Roads Subtotal =	\$ 108,912,000.00
ESTIMATED REDEVELOPMENT COST GRAND TOTAL =				\$ 277,088,000.00



CRA Redevelopment

TABLE 4 – CRA ROADWAY OPERATIONS AND MAINTENANCE COST SUMMARY

CRA - FRONT BEACH ROAD		OPERATIONS AND MAINTENANCE		
CRA - FBR Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	Estimated O&M Cost (Annual)
Front Beach Road Segment 1 (S. Thomas Dr to SR 392A N. Thomas Dr)	0.85	Completed 2013	100 ft	\$ 110,000.00
S. Thomas Drive (Front Beach Road to N. Thomas Drive)	0.90	Completed 2013	100 ft	\$ 124,000.00
Front Beach Road Segment 2 (R. Jackson Boulevard to S. Thomas Drive)	1.31	Under Construction 2017	100 ft	\$ 175,000.00
Front Beach Road Segment 3 (S. Arnold Road to Lullwater Drive)	0.64	1	100 ft	\$ 88,000.00
S. Arnold Road (Front Beach Road to Panama City Beach Parkway)	0.56	2	100 ft	\$ 78,000.00
Front Beach Road Segment 4.1 (Lullwater Drive to Hill Road) (FDOT)	1.35	3	100 ft	\$ 179,000.00
Front Beach Road Segment 4.2 (Hill Road to SR 392A Hutchinson Boulevard) (FDOT)	1.41	4	100 ft	\$ 183,000.00
Front Beach Road Segment 4.3.A (Lyndell Lane to R. Jackson Boulevard) (FDOT)	0.89	5	100 ft	\$ 118,000.00
Front Beach Road Segment 4.3.B (SR 392A-Middle Beach Road to Lyndell Lane) (FDOT)	0.92	6	100 ft	\$ 125,000.00
Front Beach Rd Segment 5.A (Delmas Place to Shalmar Street) (FDOT)	0.85	7	100 ft	\$ 109,000.00
Front Beach Rd Segment 5.B (Shalmar Street to just west of SR 79) (FDOT)	0.83	8	100 ft	\$ 107,000.00
TOTALS =	10.5	FBR CRA Roads Subtotal =		\$ 1,396,000.00
CRA - CONNECTOR ROADS		OPERATIONS AND MAINTENANCE		
CRA - Connector Roadway Segments	Total Centerline Miles (per Segment)	Construction Priority	Typical Section Width	CRA - FBR Roadway Segments
R. Jackson Blvd (Front Beach Road to Panama City Beach Parkway)	0.90	Completed 2008	100 ft	\$ 134,000.00
Churchwell Drive (Front Beach Road to SR-392A Middle Beach Road)	0.46	Completed 2008	66 ft	\$ 68,000.00
Powell Adams Road (North Section) (LC Hilton Jr. Dr. to Panama City Beach Parkway)	0.33	Completed 2013	100 ft	\$ 58,000.00
Powell Adams Road (South Section) (Front Beach Road to LC Hilton Jr. Drive)	0.30	1	100 ft	\$ 44,000.00
Hills Road (Front Beach Road to Panama City Beach Parkway)	0.60	2	100 ft	\$ 92,000.00
Alf Coleman Road (Front Beach Road to Panama City Beach Parkway)	1.04	3	100 ft	\$ 160,000.00
N. Thomas Drive (Front Beach Road to Joan Avenue)	1.21	4	100 ft	\$ 181,000.00
Clara Avenue (Front Beach Road to Panama City Beach Parkway)	0.78	5	100 ft	\$ 123,000.00
Nautilus Street (Front Beach Road to Panama City Beach Parkway)	0.79	6	66 ft	\$ 107,000.00
Cobb Road (Front Beach Road to Panama City Beach Parkway)	0.41	7	66 ft	\$ 54,000.00
TOTALS =	10.5	CRA Connector Roads Subtotal =		\$ 1,021,000.00
ESTIMATED ANNUAL ROADWAY OPERATIONS AND MAINTENANCE COST GRAND TOTAL =				\$ 2,417,000.00



Roadways & CRA Program Summary

Overall Non-CRA and CRA Annual O&M Costs

- Non-CRA Roadways (*Based on 20-year Budgetary Interval*) = Est. \$850,000 to \$1,000,000 Annually
- FBR CRA & CRA Connector Roads (*Based on 20-year Budgetary Interval and Milling & Resurfacing Costs Only*) = Est. \$460,300 Annually
- FBR CRA & CRA Connector Roads (Est. Annual O&M Costs Post - Development) = \$2,417,000 Annually



Questions & Answers

ZHA Incorporated

601 N Magnolia Ave Ste 100

Orlando, Florida 32801

407.422.7487

www.zhaintl.com

Gortemoller Engineering

708 Thomas Drive

Panama City Beach, Florida 32408

850.249.2425

www.gorteng.com



CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Code Enforcement/James Tindle

2. MEETING DATE:

6/14/2018

3. REQUESTED MOTION/ACTION:

It is requested that the City Council approve of the attached Resolution approving an amount of \$646.30 to be liened on property located at 106 El Centro Blvd. N. for costs incurred by the City to abate nuisances on the property.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City incurred costs related to nuisance abatement at 106 El Centro Blvd. N. The work included general property clean-up and landscape services.

The total lien includes the costs incurred for the title search report, labor for clean-up, postage and attorney fees.

CONSENT

AGENDA ITEM #

1

RESOLUTION 18-87

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$646.30 TO BE LIENED ON PROPERTY LOCATED AT 106 EL CENTRO BLVD. NORTH FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, pursuant to Section 15-25 of the City’s Code of Ordinances, the City has undertaken the abatement of public nuisances defined by Section 15-17 of the City Code, following notice and non-action by the Owners to come into compliance with the City Code section; and

WHEREAS, pursuant to 15-26 of the City’s Code, the City Council shall assess the entire cost of the abatement of the nuisance against the property, inclusive of all administrative, legal, postal and publication expenses, and any other direct or indirect costs associated therewith.

NOW THEREFORE, BE IT RESOLVED by the City Council that a lien be assessed against the following property in the amount not to exceed set forth below:

PROPERTY ID NO.	APPARENT OWNERS	ADDRESS	AMOUNT OF LIEN
33482-000-000	Adriana Foster	106 El Centro Blvd. North Panama City Beach, FL 32413	\$646.30

AND BE IT FURTHER RESOLVED that the appropriate officers of the City are hereby authorized and directed to record such lien and notify the Tax Collector and all interested parties of such lien.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 14th day of June, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-87

CONSENT
AGENDA ITEM # _____

**PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT
CODE ENFORCEMENT DIVISION
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049**

June 15, 2018

**CODE ENFORCEMENT
NOTICE OF LIEN FOR NUISANCE ABATEMENT**

VIA REGULAR MAIL

Adriana Foster
106 El Centro Blvd. N
Panama City Beach, FL 32413

And the following interested parties:

Quicken Loans Inc.
1050 Woodward Ave.
Detroit, MI 48226-1906

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 106 El Centro Blvd. N
Panama City Beach, FL 32413
Parcel ID No. 33482-000-000

PREPARED BY: Melody Friend for Mark Williamson
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 106 El Centro Blvd. N, Panama City Beach, FL 32413.

CONSENT
AGENDA ITEM # _____

2. The amount of the City's abatement lien is as follows:

Labor: \$ 380.00 (Clean-up and Labor)

Title search report: \$ 150.00

Postage: \$ 23.30

Attorney Fees: \$ 40.50

Recording Fees: \$ 52.50

TOTAL: \$ 646.30

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

THE SOUTH 100 FEET OF LOT 10, BLOCK 18 OF EL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE(S) 8, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this _____ day of _____, 20_____.

By: _____
Jo Smith, City Clerk

**PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT
CODE ENFORCEMENT DIVISION
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049**

April 30, 2018

**CODE ENFORCEMENT
INVOICE FOR NUISANCE ABATEMENT**

VIA CERTIFIED AND REGULAR MAIL

Adriana Foster
106 El Centro Blvd. N
Panama City Beach, FL 32413

And the following interested parties:

Quicken Loans Inc.
1050 Woodward Ave.
Detroit, MI 48226-1906

Chuck Perdue
Bay County Tax Collectors Office
850 W. 11th Street
Panama City, FL 32401

RE: Property located at 106 El Centro Blvd. N
Panama City Beach, FL 32413
Parcel ID No. 33482-000-000

PREPARED BY: Melody Friend for Mark Williamson
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 106 El Centro Blvd. N, Panama City Beach, FL 32413.

CONSENT
AGENDA ITEM # 1

2. The amount of the City's abatement lien is as follows:

Labor: \$ 380.00 (Clean-up and Labor)

Title search report: \$ 150.00

Postage: \$ 21.89

Attorney Fees: \$ 40.50

TOTAL: \$ 592.39

3. Pursuant to Section 25-34, Code of Panama City Beach, Florida, notice is hereby given that there has been assessed, pursuant to the provisions of said law, against the above named person/business at the above stated address, owner of the property described as:

**THE SOUTH 100 FEET OF LOT 10, BLOCK 18 OF EL CENTRO BEACH,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9,
PAGE(S) 8, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.**

Civil Penalties and costs of an administrative hearing, if applicable, including a reasonable attorney's fee, if applicable, and repair costs, if applicable, which, after demand for the payment thereof remains unpaid, and by the virtue of the above mentioned law, the amount constitutes a lien in favor of Panama City Beach, Florida upon the title to and interest in, whether legal or equitable, the property herein above described; said lien shall be prior in dignity to all other liens, excepting County taxes and taxes and liens of equal dignity therewith. Panama City Beach, Florida may foreclose or otherwise execute on the lien as provided for by the law.

WITNESS: The official seal of the City of Panama City Beach and the hand of the City Clerk thereof, City of Panama City Beach, Bay County, Florida.

Dated this 30th day of April, 2018.

By: [Signature]
Jo Smith, City Clerk

CONSENT
AGENDA ITEM # 1



D1 Landscape & Irrigation
 21222 Front Beach Road
 Panama City Beach, FL 32413
 (850) 258-3381
 Dicky@D1Landscape.net
 D1Landscape.net

Invoice

BILL TO

James Tindle
 Code Enforcement
 110 S. Arnold Road
 Panama City Beach, FL 32413

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
418-211	04/23/2018	\$380.00	04/30/2018	EOM	

ACTIVITY	QTY	RATE	AMOUNT
106 El Centro			
Landscape Service	4	45.00	180.00
Removed Existing Lumber and Debris			
Disposal/Dump Fee	1	110.00	110.00
Landfill Disposal Fee			
Landscape Service	2	45.00	90.00
Property Cleanup - Mow, Edge and Trim Lawn			
		BALANCE DUE	\$380.00

CONSENT
 AGENDA ITEM # 1

**PANAMA CITY BEACH
BUILDING AND PLANNING DEPARTMENT
CODE ENFORCEMENT DIVISION
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 Fax: 850-233-5049**

March 19, 2018

VIA CERTIFIED AND REGULAR MAIL

Adriana Foster
106 El Centro Blvd. N
Panama City Beach, FL 32413

And the following interested parties:

Quicken Loans Inc.
1050 Woodward Ave.
Detroit, MI 48226-1906

RE: Property located at 106 El Centro Blvd. N
Panama City Beach, FL 32413
Parcel ID No. 33482-000-000

Dear Sir and/or Madam,

You are hereby notified by the City of Panama City Beach that the visible accumulation of abandoned junk and the other various debris at the above referenced address constitutes a public nuisance as that term is defined by Sections 15-17(1) and 15-17(3) of the Code of Ordinances of the City of Panama City Beach. The nuisance is located on property in Bay County, Florida, as more particularly described on Exhibit A, attached and incorporated herein. The maintenance of this nuisance on the property is prohibited by Section 15-18 of the City's Code.

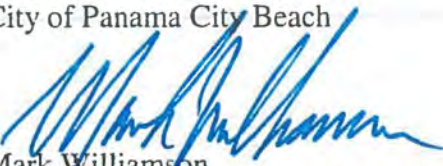
For these reasons, **YOU ARE HEREBY ORDERED** to clean and properly remove all accumulated junk and debris throughout the property, so that it is maintained in accordance with the Florida Building Code on or before 5 p.m. April 20, 2018.

You are further notified that if you do not commence or complete the property maintenance necessary to prevent further violation of the above cited sections of the City Code with the time limits set forth above, the City may thereafter undertake all such actions necessary to complete that removal of junk and debris and abate the nuisance, and assess the entire cost thereof, including administrative, legal, postal, and publishing expenses, against the above described property. *This assessment shall constitute a lien superior to all existing liens, except ad valorem taxes.*

You must appeal this order to the City Council within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Manager. Copies of the City's Code of Ordinances are available at City Hall 110 S. Arnold Road, Panama City Beach, FL 32413.

CONSENT
AGENDA ITEM # 1

Yours very truly,
City of Panama City Beach



Mark Williamson
Code Enforcement Officer

City of Panama City Beach



Mario Gisbert
City Manager

cc: Mike Thomas, Mayor
City Council

EXHIBIT A:
LEGAL DESCRIPTION OF PROPERTY
ON WHICH NUISANCE IS LOCATED

The SOUTH 100 FEET OF LOT 10, BLOCK 18 OF EL CENTRO BEACH, according to the Plat thereof as recorded in Plat Book 9, Page(s) 8, of the Public Records of Bay County, Florida.

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

June 14, 2018

3. REQUESTED MOTION/ACTION:

Find these items as surplus and approve removal from the Master Audit List.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Quarterly, all departments are asked if any items are to be declared surplus and removed from the Master Audit List. These are the items eligible to be declared surplus for various reasons. Staff recommends they be declared surplus and removed from the Master Audit List. City Auction planned for June 23, 2018.

CONSENT
AGENDA ITEM # 2

City ID #	Year	Item	Serial #	Dpt.	Recommended Disposition	Notes	CC Mtg
240		surge suppression devices		WWTP	Junked when new operations bidg up 2014		06/14/18
293		surge suppression devices		WWTP	Junked when new operations bidg up 2014		06/14/18
295		surge suppression devices		WWTP	Junked when new operations bidg up 2014		06/14/18
309		surge suppression devices		WWTP	Junked when new operations bidg up 2014		06/14/18
297		Nortel phone system		WWTP	Junked when new operations bidg up 2014		06/14/18
310		air conditioners & heat pumps		WWTP	Junked when new operations bidg up 2014		06/14/18
311		air conditioners & heat pumps		WWTP	Junked when new operations bidg up 2014		06/14/18
2034		air conditioners & heat pumps		WWTP	Junked when new operations bidg up 2014		06/14/18
2141		air conditioners & heat pumps		WWTP	Junked when new operations bidg up 2014		06/14/18
2142		air conditioners & heat pumps		WWTP	Junked when new operations bidg up 2014		06/14/18
2148		NEC phone system upgrade		WWTP	Junked when new operations bidg up 2014		06/14/18
		IBM Select electric typewriter		Admin	Sell at 2018 Auction		06/14/18
244		Large Hayman Safe		Aquatics	Sell at 2018 Auction		06/14/18
685		Dolphin Pool Vacuum		Aquatics	Sell at 2018 Auction		06/14/18
		Safe		Aquatics	Sell at 2018 Auction		06/14/18
568		Pool Vacuum		Aquatics	Sell at 2018 Auction		06/14/18
		Misc telephones		Admin	Sell at 2018 Auction		06/14/18
2011		RHON Scooter-red	L4TAABJ6BAC00831	PD Impound	Sell at 2018 Auction		06/14/18
2005		Dodge Durango-red	1D4HB48D25F557463	PD Impound	Sell at 2018 Auction		06/14/18
1997		Harley frame	1HD1DRL14MY510097	PD Impound	Sell at 2018 Auction		06/14/18
2007		Ford Taurus-red	1FAFP53221A276147	PD Impound	Sell at 2018 Auction		06/14/18
1999		Mitsubishi Eclipse-white	4A3AK34Y4SE097531	PD Impound	Sell at 2018 Auction		06/14/18
2009		Ford Mustang	1ZVHT85H655255640	PD Impound	Sell at 2018 Auction		06/14/18
2012		TAOI Scooter-black & green	L9NTEACT5C1009027	PD Impound	Sell at 2018 Auction		06/14/18
1998		Ford Escort	1FAFP10P2WW148039	PD Impound	Sell at 2018 Auction		06/14/18
2002		Lexus ES300	JTHBF30G620076376	PD Impound	Sell at 2018 Auction		06/14/18
2011		Kawasaki Ninja Motorcycle	JKAEXMJ1XBD484370	PD Impound	Sell at 2018 Auction		06/14/18
2002		Toyota 4 Runner	JT3GN86R320223029	PD Impound	Sell at 2018 Auction		06/14/18
2000		Mercedes C230	WDBHA24G8YA867958	PD Impound	Sell at 2018 Auction		06/14/18
2005		Chevrolet Uplander	1GNDV03L05D299876	PD Impound	Sell at 2018 Auction		06/14/18
216	2007	Ford Crown Vic	2FAHP71W27X118823	Police	Sell at 2018 Auction		06/14/18
606	2011	Ford Crown Vic	2FABP7BV4BX171592	Police	Sell at 2018 Auction		06/14/18
479	2008	Ford Crown Vic	2FAHP71V98X134784	Police	Sell at 2018 Auction		06/14/18
643	2012	Chevrolet Silverado	1GCRKPEA8CZ258469	Police	Sell at 2018 Auction		06/14/18
618	2011	Ford Crown Vic	2FABP7BV6BX122474	Police	Sell at 2018 Auction		06/14/18
671	2013	Ford F-150	1FTFW1EF9DFA68876	Police	Sell at 2018 Auction		06/14/18
886	2013	Dodge Charger	2C3CDXAT0DH587910	Police	Sell at 2018 Auction		06/14/18
639	2012	Dodge Charger	2C3CDXAT0CH240253	Police	Sell at 2018 Auction		06/14/18
641	2012	Dodge Charger	2C3CDXAT6CH240256	Police	Sell at 2018 Auction		06/14/18
1015		JVC Compact VHS recorder case & cords		Fire	Sell at 2018 Auction		06/14/18
		ELMO Overhead projector system		Fire	Sell at 2018 Auction		06/14/18
		Home Theater System Base Speaker		Fire	Sell at 2018 Auction		06/14/18
		IBM laptop		Fire	Sell at 2018 Auction		06/14/18
		Sony Digital camera		Fire	Sell at 2018 Auction		06/14/18
		3 old movie projector reels		Fire	Sell at 2018 Auction		06/14/18
		Sony Handycam recorder		Fire	Sell at 2018 Auction		06/14/18
		Sony Digital camera MVC-FD75		Fire	Sell at 2018 Auction		06/14/18
		Dell laptop case		Fire	Sell at 2018 Auction		06/14/18
		AIM Gas Detector instruction books charger stations calibration		gas	Sell at 2018 Auction		06/14/18
		HP Photosmart D7460 printer		Fire	Sell at 2018 Auction		06/14/18
		1 bos misc cords		Fire	Sell at 2018 Auction		06/14/18
		2 Dell desktop keyboards		Fire	Sell at 2018 Auction		06/14/18
		APC computer battery backup system		Fire	Sell at 2018 Auction		06/14/18
635	2012	Dodge Charger	2C3CDXAT8CH240257	Police	Sell at 2018 Auction		06/14/18
415	2008	Ford Ranger U-73	1FTYR14E98PB06373	Meter Rdr	Sell at 2018 Auction		06/14/18
2090		Toro Z Mower		Parks	Sell at 2018 Auction		06/14/18
172		Toro Sand Pro (draag)		Parks	Sell at 2018 Auction		06/14/18
		EZ Go ST Sport Golf Cart		Parks	Sell at 2018 Auction		06/14/18
		EZ Go ST Sport Golf Cart		Parks	Sell at 2018 Auction		06/14/18
		Bush Hoq		Parks	Sell at 2018 Auction		06/14/18
		Jacobsen Textron Aerifier		Parks	Sell at 2018 Auction		06/14/18
					AUCTION PLANNED FOR 6/23/18		

CONSENT
AGENDA ITEM #

2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach Police Department

2. MEETING DATE:

June 14, 2018

3. REQUESTED MOTION/ACTION:

We respectfully request the Council's approval of this Resolution for Florida Auction Network LLC to conduct the City Auction on June 23, 2018.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On Monday, May 21, 2018, bids from three companies were opened in reference to the 2018 City Auction. Florida Auction Network LLC was selected as the lowest responsive bid and is being requested to facilitate the 2018 Auction. This selection will allow the City to auction off surplus items. Florida Auction Network LLC will retain a 5% commission.

If approved, the City will enter into a Consignment Agreement with Florida Auction Network, LLC and the City Auction will be held on June 23, 2018.

RESOLUTION 18-99

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH FLORIDA AUCTION NETWORK LLC TO CONDUCT AN AUCTION OF CITY SURPLUS PROPERTY ON JUNE 23, 2018 FOR A FEE OF FIVE PERCENT OF THE TOTAL PROCEEDS RECEIVED; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Florida Auction Network LLC, to conduct an auction of the City's Surplus Property, Vehicles and Equipment, on June 23, 2018, for a fee of Five Percent (5%) of the total proceeds received, in substantially the terms and conditions set forth in the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 14th day OF JUNE, 2018.

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

FLORIDA AUCTION NETWORK LLC
3847 EAST BUSINESS HIGHWAY 98
PANAMA CITY, FL 32401
850-896-2343
auctionchoice@yahoo.com
www.flauctionnetwork.com
AB# 3488 AU# 4677

Consignor: City of Panama City Beach
Seller ID: Panama City Beach
Date of Consignment: 5/29/18
Contact Info: Captain Wayne Maddox (850) 233-5000
Event/Auction: Calendar Year 2018

CONSIGNMENT AGREEMENT

- 1. CONSIGNMENT:** Consignor grants Florida Auction Network LLC (FANLLC) the exclusive right to auction his/her/its property at public auction. FANLLC will decide the best method to advertise the property. FANLLC may divide or combine the property into one or more separate lots. FANLLC will incur no liability for the postponement of any auction for any reason. FANLLC is not responsible for any items left with FANLLC that do not appear on the property receipt made out by a FANLLC employee and countersigned by Consignor.
- 2. COMMISSIONS:** FANLLC will receive 5% of the hammer price for all lots sold. Hammer price shall mean the total proceeds received from the winning bid for each lot sold excluding the buyer's premium.
- 3. RESERVES:** Reasonable reserves are accepted on most items. It is understood that if FANLLC sells the property below a reserve amount, the consignor will receive an amount equivalent to that which they are entitled to had the item sold at the reserve amount. Reserves are to be agreed upon before items are transferred to possession of FANLLC and cannot be raised after FANLLC has taken possession. Unsold items may incur a service charge. (See paragraph 13 about alerting FANLLC to retrieve unsold items and/or relisting items through another auction)
- 4. ADDITIONAL CHARGES:** Consignor will pay all packing, handling, and transportation costs to FANLLC premises, as well as restoration, repair, and cleaning costs and costs of third party services, appraisals or expert advice to properly describe property or verify authenticity. Cleaning, restoration, and appraisal costs in excess of \$30 will be approved in advance by Consignor. All third party costs are increased 10% as a service charge for FANLLC account.
- 5. INSURANCE:** Consignor will maintain any insurance deemed necessary and holds FANLLC harmless for any damage or liability claims resulting from involvement of property at the premises/site until the Consignor is paid by FANLLC. Consignor will maintain insurance until Consignor is paid by FANLLC and Consignor is liable for any theft, damage, fire damage, natural disaster, or vandalism that may occur while on premises/site or while being handled by FANLLC.
- 6. ADVERTISING, PHOTOGRAPHY, & VIDEO:** FANLLC will market as it deems necessary to obtain the maximum results. FANLLC will display, video, and photograph the items, and events/transactions as it deems appropriate. FANLLC reserves the right to photograph, audio and video record any property and event/transaction and to use pictures and recordings in any and all advertisements, information packets, legal proceedings, or for any legal use. In instances where the value of tangible personal property owned by a local government exceeds \$5000.00 per item, FANLLC will publish notice not less than 1 week nor more than 2 weeks prior to sale/auction in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit at no charge and will provide verification of the publication.
- 7. PAYMENTS:** FANLLC will provide (by mail or in person) sales proceeds to the consignor, less all commissions and costs, within 30 days after the auction close, together with a full accounting thereof.
- 8. CLAIMS BY BUYERS:** If, within 30 days from the auction close, the buyer of any property demonstrates to FANLLC's satisfaction that the property purchased is not authentic or is materially different from its catalogue description

or other FANLLC representations, FANLLC may, in its sole discretion, delay payment to the consignor (if not yet paid under Paragraph Number 7), rescind the sale, and refund the full purchase price to the buyer. If the Consignor is paid under Paragraph Number 7, Consignor will remit to FANLLC the proceeds previously received for the rescinded sale.

9. **RESERVED BIDS & WITHDRAWAL:** Consignor appoints the Auctioneer and/or FANLLC and its representatives to bid on the consignor's behalf up to the amount of the reserve. Consignor agrees that neither he nor his representative will bid on items under this agreement. Any items the Consignor does bid on will be treated as a purchase and charged the full buyer's premium and commission. Consignor agrees not to withdraw any property subject to this agreement unless agreed to by FANLLC, and the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.
10. **WARRANTIES & INDEMNIFICATION BY CONSIGNOR:** (a) Consignor represents and warrants that he has the legal right to consign the property for sale; that there is not, nor will there be, any claim, lien or encumbrance against the property for any reason. (b) Consignor agrees to indemnify FANLLC against all claims and expenses, including reasonable attorney's fees arising from the actual or claimed breach of any of the Consignor's warranties or representations herein, which shall survive the completion of a sale of property.
11. **NONPAYMENT BY PURCHASER:** FANLLC is not obligated to legally enforce payment by any buyer of the property. If FANLLC is not paid by the purchaser within 15 days of sale, FANLLC may, in its sole discretion, cancel the sale and resell the property.
12. **NO GUARANTEE:** FANLLC does not guarantee the selling price of property. All estimates of selling value are opinion only and shall not be construed as any promise of selling price. FANLLC is not liable for errors or omissions in catalogues or other descriptive material.
13. **UNSOLD PROPERTY:** (a) Property not sold shall be reclaimed by the Consignor no more than 10 days after the last day of the sale period or auction. (b) The Consignor is responsible for contacting FANLLC to indicate when unsold consigned items are to be retrieved from the premises, or if the unsold consigned item(s) are to be relisted in a second auction, it is incumbent upon the Consignor to alert FANLLC to that decision before 10 days elapse after an auction or consignment period ends. All items not relisted in a future auction or a new consignment agreement is not completed are given a 10 day grace period for the Consignor to retrieve from the premises, as per point (a) above. Property remaining after the 10 days will be subject to storage charges of \$10 per day, per lot. All charges must be paid before the property is released. **ANY ITEMS LEFT OVER 30 DAYS WILL BE CONSIDERED ABANDONED AND BECOME PROPERTY OF FANLLC. FANLLC MAY DISPOSE OF THE ITEMS AT ITS DISCRETION.**
14. **MISCELLANEOUS:** This agreement is binding upon the Consignor's heirs, beneficiaries, executors, et. al.; is assignable only with FANLLC's consent; may be modified only in writing signed by FANLLC and the Consignor; and shall be governed by the laws of the state of Florida.
15. **CONTRACT TERM:** The contract will continue in force until notice to cancel is given by either party or 365 days has passed. A new Consignment Agreement is required each 365 days.
16. **ITEM REMOVAL:** It is understood by the parties that in the event any consigned item is removed by the Consignor, FANLLC will receive their due commission as if the item had sold. The value will be determined by the reserve, or where there is no reserve, the appraised value by a mutually agreed to appraiser.
17. **CONSIGNOR RESPONSIBILITIES:** Consignor is responsible to furnish FANLLC with a complete descriptive list of the property to be sold; including but not limited to brand name, model number, manufacturers serial number, size, shape, color, condition. (see Paragraph Number 18 for information related to titled items) Consignor will deliver all listed property to the premises/site in the cleanest, most functional condition practical and free of any excess liquids or contaminants before being transported to FANLLC premises/site. Consignor guarantees that he/she or

it has good title and right to sell items/property; that they are without mortgages, liens or encumbrances of any kind except those which are specifically detailed within this contract. Consignor assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and Consignor will assume all attorney fees and court costs if such a case should arise. Any misrepresentation by the Consignor as to the description or condition will allow FANLLC to make a downward adjustment on the selling price at FANLLC's sole discretion or refuse to sell the property and collect the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.

18. **STORAGE:** As an additional service to government consignors, FANLLC offers short-term storage of items that are involved in the surplus/disposal process. FANLLC provides a licensed, bonded, and insured premises at 3847 E. Business Hwy 98, Panama City, FL 32401. This premises is fenced and covered by 24-hour surveillance. Items may be stored for up to 90 days prior to auction.
19. **TITLED:** Titled items require a separate Used Vehicle Consignment Agreement form for each vehicle consigned by an individual or business, Power of Attorney HSMV 82995, and title delivered to FANLLC prior to FANLLC taking possession of titled item. Automobile Dealers are required to re-assign title to FANLLC for a vehicle to be sold or auctioned and complete a FANLLC Vehicle Information Data Form. Titles and lien releases must accompany vehicle upon pick up or delivery to FANLLC possession.
20. **NO SALE FEE:** FANLLC reserves the right to charge a No Sale Fee for items that require special handling, unusual time requirements, and advertising that do not sale. Consignor must agree to this possible fee in this contract when required by FANLLC.
21. **PUBLIC RECORDS:** Consignor is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that FANLLC is acting on behalf of Consignor as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, FANLLC agrees to also comply with that law, specifically including to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Consignor in order to perform the service.
 - b. Upon request of the Consignor, provide the public with access to public records on the same terms and conditions that the Consignor would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if FANLLC does not transfer the records to the Consignor.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Consignor, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Consignor in a format that is compatible with the information technology systems of the Consignor.
 - e. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.**

I commission FANLLC to auction the items listed on the attached sheet(s) to the highest bidder by public auction. I certify that I am the owner/custodian of the listed goods, merchandise, and/or property (property, vehicle, item, lot, etc.) and have good title and the right to sell and that they are free from all encumbrances. I agree to accept all responsibility for providing merchandise title and for delivery of title to purchaser. I agree to hold harmless the auctioneers against any claims of the nature referred to in this agreement.

THIS AGREEMENT IS VALID FOR 365 DAYS AND MUST BE RENEWED TO BE VALID BEYOND 365 DAYS.

I have read and understand the terms above of the Event/Auction and will abide by them.

X

Consignor/Seller

Captain Wayne Maddox
City of Panama City Beach
17115 Panama City Beach Parkway
Panama City Beach, FL 32413
Office: (850) 233-5000
Email: _____

X

Jonathan Sewell
Manager/Auctioneer



CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Mario Gisbert

2. MEETING DATE:

6/14/2018

3. REQUESTED MOTION/ACTION:

Approval of an Insurance Brokerage and Consulting Services Agreement for health insurance brokerage and consulting services with Pritchard & Jerden.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

On 5/24/2018, the Council approved the ranking of Health & Benefit Consultant Brokers. At that time, the City approved staff recommended rankings of applicants and directed staff to negotiate an agreement with Pritchard & Jerden for brokerage of health insurance and consulting services. Staff has negotiated that agreement under the same terms as its previous health insurance broker.

Staff recommends approval. If the Council approves, the City Manager will execute the agreement and Pritchard and Jerden will begin work immediately thereafter.

CONSENT
AGENDA ITEM # 4

RESOLUTION 18-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, APPROVING AN INSURANCE BROKERAGE AND CONSULTING SERVICES AGREEMENT WITH PRITCHARD & JERDEN, INC., AT THE STRAIGHT AND COMMISSION BASED RATES MORE PARTICULARLY SET FORTH IN ADDENDUM B TO THE AGREEMENT.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Insurance Brokerage and Consulting Services Agreement between the City and Pritchard & Jerden, Inc., relating to the procurement of various health and health-related insurance programs and employee benefits, for which the specific compensation will be determined in accordance with the Commission-based rate schedule attached as Addendum B to the Agreement and incorporated herein, in substantially the form presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**INSURANCE BROKERAGE AND CONSULTING
SERVICES AGREEMENT
CITY OF PANAMA CITY BEACH
and
PRITCHARD & JERDEN**

This Agreement made and entered into effective as of this ____ day of June, 2018, by and between City of Panama City Beach, having offices at 110 S. Arnold Road Panama City Beach, Florida 32413 (hereinafter referred to as "Client"), and Pritchard & Jerden, Inc., having offices at 950 East Paces Ferry Road, NE, Suite 2000, Atlanta, GA 30326 (hereinafter referred to as "P&J").

Client wishes to procure certain services that can be performed by P&J; and P&J can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by P&J.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. Service Period

This Agreement will be in effect from the effective date above on an annual basis and shall automatically renew for annual periods unless earlier terminated in accordance with the provisions of the Agreement.

II. Service Compensation

- A. All consulting and insurance procurement/brokerage services provided by P&J as set forth in Addendum A will be performed for commission-based compensation, plus the maximum rate of \$19/per month per subscriber to the existing Medical/RX coverage. Client acknowledges that, except as otherwise provided

herein, such compensation may include certain incentive compensation including contingency payments, bonuses, overrides, prizes and awards which P&J may receive as a result of being Client's insurance broker, as well as base and/or supplemental commissions or other commission-like payments from insurance companies, other intermediaries or other third parties (collectively, "Additional Compensation"). Client consents and agrees to P&J's ability to receive such Additional Compensation under all circumstances.

Addendum B, receipt of which is hereby acknowledged, sets forth a disclosure of all of the actual or estimated commissions and Additional Compensation, if any, P&J may or will receive on account of its services provided to Client. Client acknowledges that final commissions and compensation will not be known at the time this Agreement is executed but must be determined as policies, coverages and benefits are selected.

- B. It is further agreed that no portion of any noncash compensation (e.g., meals, entertainment, travel, gifts, etc.) received by P&J from any insurance company, intermediary, or other third party as a result, in whole or in part, of P&J's services as Client's insurance broker shall be offset or credited against the compensation payable to P&J as set forth above. All such items and their value (estimated if not known) shall be disclosed to Client in writing within ninety (90) days of receipt.

III. Services

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, P&J will provide the consulting and insurance procurement/brokerage services outlined in Addendum A, which is attached to and made part of this Agreement.
- B. It is further agreed that other risk management services may be undertaken that are outside the foregoing scope of services by mutual consent acknowledged in writing by either or both of the parties.
- C. When in P&J's professional judgment it is necessary or appropriate, P&J may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However,

this may only be done after consultation with and prior written approval by Client. Such intermediaries may or may not be affiliates of P&J. P&J will advise Client whether any such intermediary is an affiliate of P&J. Under all circumstances, any and all compensation earned by any intermediary or outside vendor must be approved in writing by Client and shall be in addition to the compensation paid to P&J as described herein.

IV. Termination of Services

Client or P&J may terminate this Agreement at any time with 30 days' written notice to the other party. Should Client terminate or designate a broker other than P&J as its broker of record at any time subsequent to the date of this Agreement, P&J shall immediately cease providing services under this Agreement and will assist in the transition to a new broker/consultant. Should P&J terminate at any time subsequent to the date of this Agreement, Client shall immediately use its best efforts to designate one or more brokers other than P&J as its broker(s) of record and P&J agrees that its termination shall not become effective with respect to any policy or benefit until a subsequent broker or servicing agent is selected. P&J shall be entitled to receive all commission income earned up to the effective date of termination.

V. Additional Obligations of Parties

- A. Client shall provide P&J with reasonable cooperation and assistance necessary for P&J to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by P&J and the cooperation of and access to certain of Client's personnel.
- B. P&J acknowledges that the nature of its relationship with Client is one in which Client shall entrust P&J as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. P&J shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.

C. PUBLIC RECORDS: Client is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that P&J is acting on behalf of Client as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, P&J agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request of the Client, provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if P&J does not transfer the records to the Client.

4. Meet all requirements for retaining public records and transfer, at no cost, to the Client, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.

5. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

VI. General Conditions


- A. P&J shall not assign the rights nor duties herein set forth without the prior written consent of Client.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. P&J and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party. Client's indemnification of P&J shall specifically be limited to

the lesser of the contract amount, or the limits of sovereign immunity under Section 768.28, Florida Statutes.

- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to P&J at their addresses set forth in the preamble hereof.
- E. This Agreement shall be governed for all purposes by the laws of the state of Florida, the parties agreeing that exclusive jurisdiction and venue to resolve any conflict associated with this Agreement shall lie in the Circuit Court, 14th Judicial Circuit, in and for Bay County, Florida.

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

PRITCHARD & JERDEN

BY:  DATE: 6/6/18
[], Its []

CITY OF PANAMA CITY BEACH

BY: _____ DATE: _____
Mario Gisbert, City Manager

ATTEST:

City Clerk

Appendix A: Core Consulting Services

Service Categories	Compensation Structure
<p>Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives;</p> <p>Lines of Coverage:</p> <ul style="list-style-type: none"> • Medical & Rx • Stop Loss • Dental • Vision • Life, AD&D • Short Term Disability • Long Term Disability • AFLAC Voluntary plans 	<p>Per Service Compensation</p>
<p style="text-align: center;">Strategic Planning and Market Insight</p>	<p style="text-align: center;">Included</p>
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • DOL Audit Checklist Review • Market Trends and Forecasting • Benefit Philosophy Development • Benefit Design and Cost Sharing Benchmark: Industry and Employer Size • Exploration of Defined Contribution Cost Sharing Model • Eligibility Management: Working Spouse Carve-Out Provision, Eligibility Audits • "Bend the Trend" Best Practices • High Deductible Health Plan Strategies (HSA, HRA, Gap Planning) • Engagement Strategies for Worksite Wellness / Early Detection • Development and Promotion of Consumer Centric Cost Transparency Tools • Voluntary Worksite Benefit Strategies 	
<p style="text-align: center;">Financial and Benefit Analytics</p>	<p style="text-align: center;">Included</p>
<p>Initial Assessment</p> <ul style="list-style-type: none"> • Executive Healthcare Summary • Review Benefit Plan Strategy • Plan Performance & Financial Benchmarking • Provider Network Utilization • PBM Carve Out Consideration 	

Appendix A: Core Consulting Services

- Contribution Modeling and ACA Compliance
- Medical Utilization Containment Strategies
- Rx Utilization and Containment Strategies
- Shock Claim Review
- Plan Design Benchmark and Analytics
- Plan Design Alternatives - Cost Modeling
- Renewal Forecast

Report Plan Performance After Each Quarter – Electronic Delivery

- Key Performance Indicators
- Network Utilization and Discounts
- High Cost Claimants
- Overall Plan Performance: Quarterly Aggregate – Loss Information

After Second Quarter of Plan Year – Pre-Renewal Strategy Meeting – Site Visit

- Key Performance Indicators
- Network Utilization and Discounts
- High Cost Claimants
- Overall Plan Performance
- Renewal Forecasting and Suggested Plan Alternatives
- Plan Design Benchmarking
- Retiree Carve Out Analysis
- PBM Carve Out Analysis (depending on data availability)
- Strategy Recommendations for Renewal
 - plan design, employee cost sharing, product, carrier, network

Renewal Market Analysis

- Prepare Renewal Specifications – PPACA Compliant
- Seek Quotes to Analyze and Compare Market
- Negotiate Renewal and Market Pricing with Carriers/Vendors
- Present Findings to Client

After Fourth Quarter - Plan Year End - Site Visit

- Executive Healthcare Cost Analysis (year-end close out showing plan performance plus
 - Plan Costs vs. Expected vs. Maximum (per capita)
 - Industry or carrier benchmarks (where available)
 - Plan administrative costs (per capita)
 - High cost claimants
 - Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy)
 - Office visits per thousand
 - Emergency room visits per thousand and cost
 - Medical diagnostic categories

Appendix A: Core Consulting Services

<ul style="list-style-type: none"> • Top 10 pharmacy charges • RX review – generic, mail order, specialty drug usage • Year-end summary of plan and contribution changes • Year-end summary of migration, if applicable, and analysis of cost impact • Utilization Containment Strategies <p>PPACA Impact Analysis – Midterm (TBD) Site Visit</p> <ul style="list-style-type: none"> • Patient Centered Effectiveness Research Tax (PCORI) • Employee Eligibility Determination • Strategies to Mitigate Rising Cost <p>Wellness Screening Reports if Applicable</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast 	
Additional Services – Financial	
<ul style="list-style-type: none"> • Actuarial Services and Reports as Required 	Included
Compliance Support	
<p>Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested:</p> <ul style="list-style-type: none"> • COBRA • FMLA • HIPAA • ADA • Section 125 • Medicare Part D • ACA 	Facilitate any compliance support needed
Administrative Services – Compliance	
<ul style="list-style-type: none"> • COBRA Administration (Outside Service) • Plan Document and Group Policy/SPD/Certificate Review • DOL Audit Checklist Review • Employee Benefit Attorney on Retainer • Model Notices (including ACA) • FMLA Administration • SPD Wrap Document • FSA Administration 	Facilitate preparation of required compliance documents
Human Resource Services and Employee Assistance	
	Included

Appendix A: Core Consulting Services

<p><u>Eligibility Management Assistance</u></p> <ul style="list-style-type: none"> • Vetting of Online Enrollment and Communication Systems • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies <p><u>Employee Communication and Services:</u></p> <p>Onsite or Webcast Open Enrollment Meetings</p> <ul style="list-style-type: none"> • Custom PowerPoint Presentations • Benefit Summary Guides <p>Employee Benefit Website Portal</p> <ul style="list-style-type: none"> • An easy way to provide information to your employees • This Portal is a complete employee communication system that helps you streamline processes, and improve communication • Online Enrollment Capabilities • Carrier Resources and Tools • HR Forms and Tools • Employee Benefit Learning Center <p>Video Benefit Tutorials</p> <p>Designated P&J Employee Claims Advocate / Product Support</p> <p><u>Affordable Care Act Enrollment Options for Part-Time and Employees not eligible for Core Benefits</u></p> <p><u>Employer Services:</u></p> <p>HR Benefits Portal – Think HR – Work Place Pro</p> <ul style="list-style-type: none"> • HR-related articles • Access to a community of HR Professionals <p>Claims, Billing, Eligibility Assistance, Benefit Administration Assistance</p> <p>Benefit Education and Communication</p> <ul style="list-style-type: none"> • Healthcare Literacy • Benefit Alerts • Compliance – Legislative Alerts • P&J Health Initiatives Newsletter <p>P&J Learning Center</p> <ul style="list-style-type: none"> • Train the Trainer Seminars • Employee Focused “Know Your Benefits” and “Consumerism” Education 	
<p>Workplace Wellness – P&J Health Initiatives</p>	<p>Included</p>
<p>Initial Workplace Wellness Assessment</p> <p>Implementing the Fundamentals</p> <ul style="list-style-type: none"> • Health Assessment • Health Management Education 	

Appendix A: Core Consulting Services

<ul style="list-style-type: none"> • Engage Activities • Develop Incentives and Rewards <p>Define Additional Objectives</p> <ul style="list-style-type: none"> • Three Year Plan Timeline • Incentive Contribution Modeling • Organize and Initiate Wellness Committee • Wellness Fair Coordination • Health Improvement Incentive Options 	
Additional Services – Wellness	
<p>Health and Wellness Related</p> <ul style="list-style-type: none"> • Biometric Screening • Flu Shots (these costs vary by participation but can be paid by the plan) • BMI / Tanita Scale Readings • Seminars • Health Coaching • Nurse Hot Line • EAP Services 	<p>TBD TBD TBD TBD TBD TBD TBD</p>
Additional Expertise Available Through P&J	
<p>WORKSITE - Voluntary Benefits Pritchard & Jerden, Inc. helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, and high deductible health plan gap plans including: critical illness and accident insurance.</p>	
<p>Personal Lines Pritchard & Jerden, Inc. helps key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals.</p>	
<p>Property & Casualty / Risk Management Services Pritchard & Jerden, Inc. provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.</p>	

Appendix A: Core Consulting Services

Safety Consulting and Loss Control

From employee orientation and training to jobsite inspections, P&J helps commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation.

Appendix B: Compensation

Annual Fees -- Products, Coverages & Services

Product, Coverage and/or Service	Amount or Percent of...	Payment Frequency & Terms
Medical/Rx ASO Plan	\$19 per subscriber / member	Monthly

Commissions -- Products, Coverages & Services

Product, Coverage and/or Service	Percent of...	Payment Frequency & Terms
Stop-Loss, Dental, Vision, Life, AD&D, Short Term Disability, Long Term Disability	Standard Broker Commissions	Monthly
Voluntary Worksite Products	Standard Broker Commissions	Monthly

- All annual fees, as applicable, are earned in full at the start of each fiscal or calendar year with respect to the product, coverage or service provided, unless special termination & payment arrangements are noted below.
- Commissions are earned pursuant to the carrier/underwriter broker contract.
- P&J may receive contingency revenue from a number of carriers based on production and retention. To assure each client's interest is consistently prioritized, P&J does not divulge the terms and status of contingent agreements to P&J staff; thus, establishing no incentive to place coverage with a specific carrier. Further, P&J does not accept bonus payments from carriers for client specific placements with such carriers.

CONSENT ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 14, 2018

3. REQUESTED MOTION/ACTION:

Approve the purchase of 70,000 containerized longleaf and 72,000 containerized wiregrass seedlings from the State of Florida's Andrews Nursery for planting at Conservation Park.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Staff requests authorization to continue the phased site restoration of Conservation Park as called for in the longterm site management plan. The upland areas in the park historically consisted of a scattered longleaf pine forest with grass lands, but the previous owner's practice of tree farming coupled with fire suppression had dramatically altered the site. Most of the commercially planted slash pine trees have been removed during the past 7 years to allow space for replanting native longleaf pines. To date, approximately 600 acres on site have been replanted with 190,000 longleaf seedlings. 130,000 wiregrass seedlings have also been planted throughout the park.

The next phase of the restoration plan is to plant another 230 acres with 70,000 longleaf seedlings and 26 acres with 72,000 wiregrass seedlings in February 2019. Due to high demand for these seedlings, and limited availability, orders typically need to be placed as early as possible to be able to obtain the needed quantities.

The most cost effective source for the City to obtain the desired quantity is to purchase directly from the State of Florida through its Andrews Nursery near Chiefland. An order form in the total amount of \$30,920 for the required seedlings is attached for your review. Payment is required at the time orders are placed, and if delivery cannot be made, the state would refund the City's money. Staff intends to use specialized contract labor to hand plant the seedlings after preparatory prescribed burns are completed. Labor for planting will be bid this fall and that additional cost is estimated to be approximately \$30,000 to \$35,000. Staff recommends approval of the purchase and funds are in the current wastewater system budget.

CONSENT
AGENDA ITEM # 5

RESOLUTION 18-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FLORIDA FOREST SERVICE, ANDREWS NURSERY, IN THE AMOUNT OF \$30,920 FOR THE PURCHASE OF LONGLEAF PINE AND WIREGRASS SEEDLINGS FOR THE CONSERVATION PARK.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City Florida Department of Agriculture and Consumer Services 70,000 longleaf pine and 72,000 wiregrass seedlings, in a total amount of Thirty Thousand, Nine Hundred Twenty Dollars (\$30,920), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk



**ADAM H. PUTNAM
COMMISSIONER**

Florida Department of Agriculture and Consumer Services
Florida Forest Service
Andrews Nursery (352) 493-6096

TREE SEEDLING ORDER FORM
Chapter 589.11(2), F.S.

**Make Check or Money Order
Payable To:**
Florida Department of Agriculture and
Consumer Services

**Mail This Order Form With Payment
To:**
Andrews Nursery, Florida Forest Service
P.O. Drawer 849
Chiefland, Florida 32644

CUSTOMER INFORMATION

Name City of Panama City Beach
(Last) (First) (M.I.)

Address 116 S. Arnold Road

City Panama City Beach State FL Zip 32413

Phone (850) 233-5054 ext 2410 ()
Daytime Evening

Contact Person Michael Roe () 832-7426
(If different from above) Contact Phone

Type of Land Ownership (Check one)

1. Federal 4. State Forest 7. Other Industry
 2. Private 5. Other State Lands
 3. Forest Industry 6. Other Government

COUNTY Bay County
(Where seedlings will be planted)

ORDER NO: -

I will pick up my seedlings at Andrews Nursery. No Delivery Cost.

I wish to have my seedlings delivered to the following FFS delivery point. Delivery Costs Apply. See Brochure for options.

Chipola River District Office
Delivery Point

I will notify the nursery at a later date when I wish to receive my seedlings. Please give 5 working days notice for both pickups and deliveries.

I have indicated a date for pickup or delivery below.

SEEDLING TYPE	QUANTITY ORDERED	UNIT COST	SEEDLING COST	DELIVERY COST (If applicable)	Pickup or Delivery Date: mm/dd/yy
Containerized Longleaf	70,000	\$ 190/M	\$ 13300	\$ 700	
Containerized Wiregrass	72,000	\$ 225/M	\$ 16200	\$ 720	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
			\$ 29530	\$ 1420	\$ 30950
			TOTAL SEEDLING COST	TOTAL DELIVERY COST	GRAND TOTAL

OFFICE USE ONLY

Received By _____

Date Received _____

Check or M.O. Number _____

Issue Date _____

OFFICE USE ONLY

42-11- _____ (EO)

009021 009026

INSTRUCTIONS FOR COMPLETING SEEDLING ORDER FORM

PLEASE READ THE ACCOMPANYING SEEDLING BROCHURE PRIOR TO COMPLETING THIS FORM. THE FLORIDA FOREST SERVICE IS NOT RESPONSIBLE FOR ERRORS DUE TO A FAILURE ON THE CONSUMER'S PART TO READ THE BROCHURE. ORDER FORMS THAT ARE INCOMPLETE OR ILLEGIBLE WILL BE RETURNED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE ANDREWS NURSERY OFFICE (352-493-6096) OR YOUR COUNTY FORESTER.

- Fill in the customer information box. The name may be a person, organization, or a business. The address should be a mailing address. Please list both a day and evening telephone number. A contact person should be listed on orders from organizations or businesses, as well as on orders from individuals who wish to designate another person who will be responsible for their seedlings.
- Indicate the type of land ownership and the Florida county in which the seedlings will be planted.
- Andrews Nursery will assign an order number when we receive your order form. Do not write in this box.
- Indicate whether you will pick up your seedlings at Andrews Nursery (No delivery costs) or have your seedlings delivered to one of the FFS delivery points listed in the Seedling Brochure (delivery costs apply). If you wish to have your seedlings delivered, please write in the delivery point name from the brochure. Only one delivery point may be selected per order.
- Please indicate whether you will notify the nursery at a later date of when you wish to receive your seedlings --or-- whether you are selecting a date now. If you are selecting a date now, please list that date in the "Pickup or Delivery Date" box. The nursery recommends you wait until later in the year to schedule your seedlings, when your planting plans become more definite.
- Using information in the seedling brochure, fill in the seedling type, quantity ordered, unit cost, total seedling cost, and delivery costs (if applicable). If ordering more than one seedling type, total the "seedling cost" and "delivery cost" (if applicable) columns and fill in the "grand total" box. If you have selected a pick-up or delivery date, list that date in the "Pick-up or Delivery Date" box. Seedling orders may be divided into multiple deliveries. The nursery will be happy to assist you with scheduling.
- Verify the grand total of the order and mail the **completed form** along with full payment to Andrews Nursery. We can only accept checks or money orders made out to the "Florida Department of Agriculture & Consumer Services."
- The nursery will return a copy of the order to you, which will serve as your receipt. Your order number will be at the top of the returned copy. Please refer to your **Order Number** when discussing your order with the nursery
- You are responsible for notifying the nursery of when you wish to receive your seedlings. Orders that are never scheduled for pickup or delivery will be cancelled without refund on March 1st.**
- Please notify the nursery at least five (5) working days prior to the date you wish to receive your seedlings. This applies to both new scheduling and changes to existing scheduling

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Building and Planning Department

2. MEETING DATE:
June 14, 2018

3. REQUESTED MOTION/ACTION:
Four Examining Board members will have their term expire 7/22/18. Staff requests direction for appointments.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Examining Board consists of seven members, with four having a Master certificate in their field. These four have their terms ending July 22nd. The members were asked during the May Examining Board meeting if they would serve again and three stated they would at the pleasure of the Council. The fourth member was not at the meeting. In the past, the City has advertised for interested residents to apply for various boards. For this particular Board, the applicant must be a master in his field.

Current members:

Joe Free	Htg & Air Master	Expires 7/22/18
Robert Stumpf	Plumbing Master	Expires 7/22/18
Frank Woodford	Gas Master	Expires 7/22/18
James Ryerson	Electrical Master	Expires 7/22/18
Darrell Rizzuto	Building	Expires 7/22/19
Larry Couch, Sr	Civilian	Expires 7/22/19
Robert Klemen	Building	Expires 7/22/19

REGULAR ITEM

2

July 2018

July 2018

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 1	2	3	4 CLOSED for INDEPENDENCE DAY	5	6	7
8	9 2:00pm 2PM- Planning Board Meeting	10 9:00am 9AM- TDC Meeting	11 12:00pm 12PM-4PM- Civil Svc Board Meeting	12 6 PM- City Council Meeting	13	14
15	16 3:00pm 3PM- Examining Board	17	18	19	20	21
22	23	24 12:00pm 12PM Noon - 1PM CSB Workshop	25	26 9:00am City Council Meeting (Council Chambers) - Council Room	27	28
29	30	31	Aug 1	2	3	4

AGENDA ITEM #

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL/PLANNING

2. MEETING DATE:
JUNE 14, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER SECOND READING OF ORDINANCE 1450 AMENDING LDC RELATED TO PUD
MASTER PLAN REVISION AND INVALIDATION

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
CURRENTLY THE LAND DEVELOPMENT CODE ("LDC") PROVIDES THAT PLANNED URBAN DEVELOPMENTS ("PUDS") ARE CREATED BY THE (SIMULTANEOUS) APPROVAL OF A MASTER PLAN BY THE PLANNING BOARD AND A ZONING/REZONING OF PROPERTY BY THE CITY COUNCIL. CHAPTER 4 OF THE LDC PROVIDES FOR THE MODIFICATION OF A PUD MASTER PLAN BY THE CITY COUNCIL, WHILE CHAPTER 10 OF THE LDC PROVIDES THAT THE PLANNING BOARD SHALL CONSIDER PUD MASTER PLAN MODIFICATION. CHAPTER 10 OF THE LDC PROVIDES THAT UPON INVALIDATION OF A PUD MASTER PLAN (BY THE PLANNING BOARD), THE LAND WILL BE SUBJECT TO ZONING IN EFFECT PRIOR TO APPROVAL OF THE MASTER PLAN. THESE PROVISIONS PRESENT SOME LEGAL INCONSISTENCIES AND PRACTICAL UNCERTAINTIES.

AT ITS MARCH AND APRIL MEETINGS, THE PLANNING BOARD APPROVED REVISIONS TO THE LDC TO CONFIRM THE PLANNING BOARD'S AUTHORITY TO REVISE AND INVALIDATE A MASTER PLAN, TO PROVIDE THAT INVALIDATION OF A MASTER PLAN BY THE PLANNING BOARD RESULTS ONLY IN INVALIDATION OF THE PLAN AND NOT A SIMULTANEOUS REVOCATION OF ZONING, AND TO ALLOW REVISION OF A MASTER PLAN WITHOUT THE CONSENT OF ALL PUD LANDOWNERS.

THE COUNCIL APPROVED FIRST READING OF THE ORDINANCE ON MAY 24, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MAY 30, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE. STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1450

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO PUDS; AMENDING SECTIONS 4.02.05F TO CONFORM WITH SECTION 10.10.03 CONFIRMING THE PLANNING BOARD'S AUTHORITY TO AMEND A PUD MASTER PLAN; PROVIDING THAT LAND ON WHICH A PUD MASTER PLAN HAS BEEN INVALIDITED WILL REMAIN SUBJECT TO PUD ZONING; STATING CONDITIONS TO AMEND OR REVISE AN APPROVED PUD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.05 of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

4.02.05 Planned Unit Development (PUD) District Standards

- A. A planned unit development (**PUD**) is a zoning district intended to provide for flexible site design. The purpose and intent of establishing the **PUD** district are to provide procedures and standards that encourage a mixture of **Uses** anywhere in the City that are functionally integrated and that encourage innovation and imagination in the planning, design and **Development** or **Redevelopment** of tracts of land under **Single Unified Ownership or Control**.
- B. A property owner has no legal right for approval of a Master Plan. Rather, the City shall approve a **PUD** Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the City, that the **PUD** Master Plan provides a sufficient public benefit to justify allowing the property owner to deviate from otherwise applicable minimum requirements of the **LDC**.

- C. A **PUD** shall include at least one (1) **Residential Use** and one (1) non-residential **Use**. At least three (3) **Uses** shall be included in the **PUD**. Each **Use** shall comprise at least ten (10) percent of the total land area of the **PUD** and shall be selected from the following list. Acreage dedicated to **Streets**, stormwater and other common spaces shall not be utilized in the calculation of the 10% percent lot minimum.
1. **Single Family Residential;**
 2. **Multi-family Residential;**
 3. **Retail Sales or Services or Personal Services;**
 4. **Silviculture;**
 5. **Public Uses;**
 6. **Recreation or Open Space; or**
 7. **Light Industry**, provided the Planning Board determines that the activity has a minimal impact and is subordinate in size and intensity to at least one (1) other land **Use** within the **PUD**.
- D. **Development** of each **Use** in a **PUD** shall comply with the provisions for the most restrictive zoning district classification in which that **Use** is allowed unless the **City** approves deviations from the strict application of requirements of the applicable zoning district classifications. The **City** may approve such deviations when it determines that the **Development** protects the public interest and provides a public benefit. For purposes of this section, examples of a public benefit include, but are not limited to: dedication for parks and beach access; protection of environmentally sensitive resources; or the provision of extra **Open Space**, buffering and landscaping.
- E. Deviations in design standards may be approved for the following:
1. **Lot** area and **Lot** dimensions, so long as the **Development** conforms to the maximum density and intensity established for the site. The maximum density and intensity of the site shall be that permitted by the underlying zoning district. The maximum density shall only be applicable to those areas designated as **Residential** on the approved Master Plan. Acreage designated as non-residential on the Master Plan may not be Used in the calculation of **Residential** density. The maximum intensity shall only be applicable to those areas designated as non-residential on the approved Master Plan. Acreage designated as **Residential** on the Master Plan may not be Used in the calculation of non-residential intensity. **Residential Uses** may be permitted by the Planning Board within non-residential areas (as shown on an approved Master Plan) subject to a limitation of the intensity standard of the underlying zoning district. Density shall not apply to **Residential Uses** within non-residential area as shown on the Master Plan.
 2. Parking requirements. See section 4.05.00.

3. **Sign** standards for the area, number and size of signs may be modified subject to the approval of a master signage plan that establishes a coordinated signage program within the **PUD**.
 4. **Roadway and Access** standards. All sites within a Planned Unit **Development** shall provide at least one vehicular **Access** and at least one pedestrian and bicycle **Access** to at least one other portion of the Planned Unit **Development**.
 5. **Setback** requirements, provided that a minimum **Setback** of twenty-five (25) feet shall be required when non-residential **Development, Multi-family Development or Townhomes** within the **PUD** is proposed to abut land zoned or Used for **Single Family Residential Development** outside of the **PUD**.
- F. A **PUD** district shall be established by **Rezoning** and ~~simultaneous~~ approval of a **PUD** Master Plan for the entire area **Rezoned**, both according to the procedures established in Chapter 10. In order to approve a **PUD** Master Plan or any revision thereto the Planning Board ~~City Council, after receiving the recommendation of the Planning Board,~~ must determine that the following conditions (among others it deems appropriate) are met by the applicant:
1. The planned **Development** is consistent with the Comprehensive Plan;
 2. The planned **Development** is coordinated rather than an aggregation of individual and unrelated **Buildings and Uses**;
 3. The planned **Development** incorporates a compatible mix of **Residential** and **non-residential Uses**;
 4. The planned **Development** incorporates three **Uses** meeting the required minimum proportions;
 5. The applicant is providing sufficient public benefit to allow the applicant to deviate from the regulations for **Development** of the **Uses** in the city's base zoning districts; and
 6. All land included for purpose of **Rezoning** to a **PUD** zoning district encompasses at least 5 acres and is owned or under the control of the applicant.
 7. The planned **Development** is compatible with existing **Development** abutting the proposed **PUD** district as demonstrated by the following factors, considered from the point of view of the abutting **Development**:
 - (a) Existing **Development** patterns;
 - (b) Scale, mass, height and dimensions of existing **Buildings**;
 - (c) Total density and density transitions;
 - (d) Intensity, as measured by floor area ratio and transitions;

- (e) Extent and location of parking, **Access** points and points of connectivity to surrounding neighborhoods;
 - (f) Amount, location and direction of outdoor lighting;
 - (g) Extent and location of **Open Space**; and
 - (h) The location of **Accessory Structures** such as dumpsters, recreational equipment, swimming pools or other structures likely to generate negative impacts such as noise, lights or odors;
 - (i) Sufficiency of **Setbacks** to mitigated potential nuisances; and
 - (j) Proximity and use of all areas that will be utilized for any purpose other than landscaping.
- G. **Revisions to an Approved PUD Master Plan:** Revisions to an approved **PUD** Master Plan shall be made in accordance with section 10.15.00 of this **LDC**. **A substantial deviation may be approved only if the PUD Master Plan, as revised, could be approved as an original master plan. Notice of the application shall be mailed to each owners of property within the PUD as known by reference to the most recent, final ad valorem tax roll prepared by the Bay County Property Appraiser, unless such owner has signed or consented in writing to the application. Notwithstanding the requirements of Section 10.15.00, a substantial deviation may be approved without consent of all the owners of property within the PUD where:**
1. **All owners of the property to which the revisions will apply sign the application;**
 2. **The previously approved PUD Master Plan does not authorize a transfer of densities or intensities between the property to which the revisions will apply and any different parcel or property within the PUD, unless all the then current owners of that different parcel or property consent to the application; and**
 3. **The applicant demonstrates that the revision will not materially and adversely affect (i) the permitted Use or enjoyment of any parcel or property within the PUD to which the revisions will not apply, or (ii) the investment backed expectations of a reasonable man for that property.**
- H. No development shall occur until a final development plan for the **PUD** has been approved.

SECTION 2. From and after the effective date of this ordinance, Section 10.10.05 of the Land Development Code of the City of Panama City Beach related to Unified Development in Multiple Districts, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS

...

10.10.05 Invalidation of Master Plan

- A. Within thirty (30) days of the Building and Planning Department's determination that there has been a failure Failure to complete a benchmark by the time specified in the Master Plan timeline, the Department shall schedule a hearing on that matter before the Planning Board, which may shall, upon notice and hearing, result in the invalidation of the Master Plan and Final *Development* Plan by written order of the Planning Board.
- B. Upon invalidation of the Master Plan, all land *Development* regulations in effect prior to the approval of the Master Plan, as applicable shall apply to the property which was the subject of the Master Plan.
- C. Property subject to an invalidated TNOD Master Plan shall be subject to the underlying zoning district regulations.
- D. Property subject to an invalidated **PUD** Master Plan shall be subject to the regulations for the underlying PUD zoning district ~~in effect prior to approval of the PUD zoning.~~
- E. Property subject to an invalidated FBO district Master Plan shall be Subject to the applicable FBO district regulations.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ____ day of
_____, 20__.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of
_____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CODE ENFORCEMENT

2. MEETING DATE:

June 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1452 UPDATING CHAPTER 25 RELATED TO CODE ENFORCEMENT

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE CITY UNDERTOOK A MAJOR OVERHAUL OF THE CITY'S CODE ENFORCEMENT PROCESSES IN 2003. AS THE CITY HAS RAMPED UP CODE ENFORCEMENT EFFORTS IN RECENT YEARS, STAFF RECOMMENDS UPDATES TO THE CITY'S SCHEDULE OF CIVIL PENALTIES TO ADD COMMON OFFENCES AND UPDATE CITATIONS TO EXISTING PROVISIONS. STAFF ALSO RECOMMENDS CHANGES TO TIE THE APPEAL PERIOD TO THE DATE OF ISSUANCE OF A CITATION AND TO AUTHORIZE THE HEARING OFFICER TO PROVIDE FOR CITY'S ABATEMENT OF AN UNCORRECTED VIOLATION OF CHAPTER 15.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MAY 10, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON JUNE 1, 2018.

STAFF RECOMMENDS APPROVAL. IF COUNCIL APPROVES SECOND READING, THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE NO.1452

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO CODE ENFORCEMENT; UPDATING THE SCHEDULE OF CIVIL PENALTIES; AMENDING THE CODE TO PROVIDE FOR VARIOUS RIGHTS AND OBLIGATIONS TO COMMENCE UPON ISSUANCE OF THE CIVIL VIOLATION NOTICE RATHER THAN UPON SERVICE OF SAME; AUTHORIZING THE HEARING OFFICER TO ORDER THE ABATEMENT OF CHAPTER 15 VIOLATIONS UPON FAILURE OF VIOLATOR TO TIMELY CORRECT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Sections 25-17, 25-32 and 25-33 of the Code of Ordinances of the City of Panama City Beach, related to Code Enforcement is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-17. Code Enforcement Procedure.

(a) For the purposes of this chapter, a "Code Inspector" is defined to be any agent or employee of the City whose duty it is to assure code compliance.

(b) Code Inspectors shall have the authority to initiate enforcement proceedings as provided below. No Hearing Officer shall have the power to initiate such proceedings.

(c) For the purposes of this chapter, "violators" shall be deemed to be those persons or entities creating or permitting a violation of the ordinances listed in Section 25-37, or those persons or entities owning or possessing land on which a violation of ordinances listed in Section 25-37 is created or maintained. The City finds and determines that the owner of land has an obligation to know whether conditions created or maintained on that land violates any City ordinance and

Ordinance 1452

1

AGENDA ITEM # 4

therefore is deemed to have actual or constructive knowledge of any such violation. The owner of land has a legal duty to determine whether conditions created or maintained on his or her land violate any City ordinance, and to correct such violations.

(d) A Code Inspector who finds a violation of the ordinances of this Code listed in Section 25-37 shall determine a reasonable time period within which the violator must correct the violation provided that such time period shall be no more than thirty (30) days. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed. A time for correction need not be specified if the violation is an uncorrectable violation.

(e) A Code Inspector who finds such a violation shall issue a civil violation notice to the violator, pursuant to Section 25-18.

(f) The civil violation notice shall include but not be limited to the following:

(1) Date and time of issuance.

(2) Name of Code Inspector and division or department issuing the notice.

(3) Name and address of the violator.

(4) Section number of the Code section that has been violated.

(5) Brief description of the nature of the violation, including location, date, and time of violation.

(6) Amount of the civil penalty for which the violator may be liable.

(7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a Hearing Officer to appeal the civil fine.

(8) Time within which the violation must be corrected if applicable.

(9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation.

(10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.

(11) Notice that failure to request an administrative hearing within twenty (20) days, or within the specified time period listed for a violation of a specific section of the Code, after issuance service of the civil violation notice shall constitute a waiver of the violator's right to an administrative hearing before the Hearing Officer, and that such waiver shall constitute an admission of violation.

(12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should he be found guilty of the violation.

(13) Notice that if the violator fails to pay civil penalty in the time allowed, or fails to appear in court to contest the violation, the violator shall be deemed to have waived his right to contest the violation and that, in such case, judgment may be entered against the violator by the Hearing Officer for the amount of the maximum civil penalty.

(g) After issuing a civil violation notice to an alleged violator, the Code Inspector shall promptly deposit the original civil violation notice and one copy of the civil violation notice with the Clerk of the Court of Bay County, Florida.

(Ord. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03)

...

Sec. 25-32. Rights of violators; payment of fine; right to appeal and correction of violation; failure to pay and correct, or to appeal.

(a) A violator who has been served with a civil violation notice shall elect either to:

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(1) Pay the civil penalty in the manner indicated on the notice, and correct the violation within the time specified on the notice (if applicable); or

(2) Request an administrative hearing before a Hearing Officer to appeal the decision of the Code Inspector which resulted in the issuance of the civil violation notice.

(b) Appeal by administrative hearing of the notice of violation before a Hearing Officer shall be accomplished by filing a request in writing to the address indicated on the notice, within the time limit stipulated in the specified Code section which is enforced pursuant to the provisions of this chapter, or no later than twenty (20) calendar days after the issuance ~~service~~ of the notice, whichever is earlier. Failure of the named violator to appeal the decision of the Code Inspector within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the Hearing Officer. A waiver of the right to administrative hearing shall be treated as an admission of the violation and penalties, including continuing violation penalties, shall be assessed by the Hearing Officer accordingly.

(c) If the named violator after notice fails to correct the violation within the time specified (if applicable) the Code Inspector shall notify the Hearing Officer and request the Hearing Officer to issue an order finding the violator guilty and imposing the civil penalty and, if applicable, continuing violation penalties. If the named violator pays the civil penalty for a correctable violation but does not correct that violation within the time specified, each day that the violation continues beyond such specified time shall constitute a continuing violation.

(d) If the named violator elects not to appeal the civil penalty but cannot correct the violation within the time specified for good cause shown to the code inspector, the City hereby authorizes the Hearing Officer to mitigate civil penalties with violators upon correction of the violation, provided that: i) evidence of good cause must be presented to the Code Inspector no later than twenty (20) days after issuance ~~service~~ of the civil violation notice, and ii) the violation for which mitigation is requested is not a repeat or uncorrectable violation. Upon correction of the violation, the total amount of the civil penalty imposed may be reduced as stated in the schedule below:

Number of Days Correction Outstanding	Total Fine Mitigation(percent)
1—30	90
31—60	75
61—90	60
91—120	40
121—150	20
151—180	5

Any civil penalty which has been reduced in accordance with this section shall be paid within twenty (20) days from the date of correction. Failure of a violator to timely pay a reduced civil penalty shall constitute a waiver of the violator's right to pay the reduced amount of the civil penalty, and the original civil penalty amount will be reinstated together with any applicable continuing violation penalties.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1165, § 1, 9-24-09)

Sec. 25-33. Scheduling and conduct of hearing.

(a) Upon receipt of a named violator's timely request for an administrative hearing, the Hearing Officer shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as possible or as mandated in the specified Code section which is enforced

H

pursuant to this chapter.

(b) The Hearing Officer shall provide a notice of hearing by certified mail to the named violator at his last known address. Alternatively, the notice may be delivered as provided in Section 25-18. The notice of hearing shall include but not be limited to the following:

- (1) Name of the Code Inspector who issued the notice.
- (2) Factual description of alleged violation.
- (3) Date of alleged violation.
- (4) Section of the Code allegedly violated.
- (5) Place, date and time of the hearing.
- (6) Right of violator to be represented by a lawyer.
- (7) Right of violator to present witnesses and evidence.
- (8) Notice that failure of violator to attend hearing may result in civil penalty being assessed against him.

(9) Notice that requests for continuances will not be considered if not received by the Hearing Officer at least ten (10) calendar days prior to the date set for hearing.

(c) The Hearing Officers shall call hearings on a monthly basis or upon the request of the Clerk of Court of Bay County, Florida. No hearing shall be set sooner than twenty (20) calendar days from the date of issuance ~~service~~ of the notice of violation.

(d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is received in writing by the Hearing Officer at least ten (10) calendar days prior to the date set for the hearing.

(e) All hearings of the Hearing Officer shall be open to the public. All testimony shall be under oath and shall be electronically recorded. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. Minutes shall be kept of all hearings by each Hearing Officer.

(g) The Bay County Clerk of Court shall provide clerical and administrative personnel, services, forms and facilities as may be reasonably required by each Hearing Officer for the proper performance of his duties, and shall collect and pay over to the City all civil penalties, costs, and other sums due and payable hereunder, retaining such portion thereof as from time to time may be established by resolution of the City Council to compensate the Clerk for such assistance.

(h) Each case before a Hearing Officer shall be presented by the City Manager or his designee.

(i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Hearing Officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(j) The Hearing Officer may take testimony from the Code Inspector and the alleged violator. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him.

(k) The Hearing Officer shall make findings of fact based on evidence of record. In order to make a finding upholding the Code Inspector's decision, the Hearing Officer must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of

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the relevant section of the Code as charged.

(l) If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing as set forth by the Bay County Clerk of Court. If the City prevails in prosecuting a case before the Hearing Officer, the City shall be entitled to recover all costs incurred in prosecuting the case before the Hearing Officer and such costs will be included in the lien authorized under Code Section 25.34.

(m) The fact-finding determination of the Hearing Officer shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice is responsible for that violation as provided in Section 25-17(c). Based upon this fact-finding determination, the Hearing Officer shall either reverse or affirm the decision of the Code Inspector as to the responsibility of the named violator for the Code violation, and shall issue an order affording the proper relief. If the Hearing Officer reverses the decision of the Code Inspector and finds the named violator not responsible for the Code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the Hearing Officer's findings pursuant to Section 25-35. If the Hearing Officer affirms the decision of the Code Inspector, the Hearing Officer shall issue an order and shall determine a reasonable time period within which correction of the violation must be made. If the decision of the Hearing Officer is to affirm, then the following elements shall be included in the order:

(1) Amount of civil penalty.

(2) Administrative costs of hearing.

(3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable) **or assessment (in the case of uncorrected violations of Chapter 15).**

(n) The Hearing Officer shall have the power to:

(1) Adopt procedures for the conduct of hearings.

(2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the Law Enforcement Officers.

(3) Subpoena evidence.

(4) Take testimony under oath.

(5) Assess and order the payment of civil penalties as provided herein; **and**

(6) In cases where the named violator is found guilty of a violation of Chapter 15, authorize the City's abatement following failure of the violator to correct the violation within the time ordered.

(o) The named violator may timely file an administrative appeal.

(1) A Hearing Officer shall postpone a hearing if the named violator, prior to the scheduled hearing date, files with a duly authorized City board of appropriate jurisdiction a timely administrative appeal concerning the interpretation or application of any technical provisions of the Code section allegedly violated. However, once an issue had been determined by a Hearing Officer in a specific case, that issue may not be further reviewed by a City board in that specific case. A named violator waives his right to administrative appeal to other City boards if the violator does not apply for such appeal prior to the violator's code enforcement hearing before the Hearing Officer.

(2) Upon exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the Hearing Officer may exercise all powers given to him by this chapter. The Hearing Officer shall not, however, exercise any jurisdiction over such alleged Code violations until the time allowed for court appeal of the ruling of such board has lapsed or until such further appeal has been exhausted.

(3) The Hearing Officer shall be bound by the interpretations and decisions of duly

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authorized City boards concerning the provisions of the codes within their respective City jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based, the Hearing Officers shall not be empowered to proceed with the enforcement of the violation.

(p) If the owner of property which is subject to an enforcement action or proceeding transfers ownership of such property between the time the initial citation or citations were issued and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the Hearing Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five (5) days after the date of transfer.

A failure to make the disclosure described in subparagraphs (p)(1)(2)(3) above, before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed but the new owner will be added as an additional party of record and thereafter shall be provided a reasonable period of time as determined by the Code Inspector to correct the violation before the hearing is held. Continuing violation penalties, if any, shall continue to accrue against the original party. No civil penalty or continuing violation penalties shall accrue against the new owner until and unless the new owner shall fail to correct the violation within the reasonable period provided to the new owner. All parties shall be jointly and severally liable for any penalties up to the amount common among them, and the amounts paid to the City shall be first applied to that common, joint and several amount.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03)

SECTION 2. From and after the effective date of this ordinance Section 25-37 of the Code of Ordinances of the City of Panama City Beach, related to Code Enforcement is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-37. - Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections.

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The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 25, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

...		
<u>Section 12-4</u>	<u>Unlawful deposit of garbage or use of receptacle</u>	<u>\$250.00</u>
Section 12-5	Illegal use or possession of a visible refuse container	\$100.00
<u>Section 12-6</u>	<u>Littering</u>	<u>\$250.00</u>
Section 12-7	Requirement to keep property free of litter	\$250.00
Sections 15-18, 15-17(1)	<u>Maintenance of public nuisance</u> Accumulation of abandoned rubbish, trash, junk or other materials	\$250.00
Sections 15-18, 15-17(2)	Unlawful storage of junked automobiles	\$250.00

Sections 15-18, 15-17(3)	Detrimental conditions or uses of property	\$250.00
Sections 15-18, 15-17(4)	Unfit or unsafe dwelling or structure	\$250.00
Sections 15-18, 15-17(5)	Accumulation of <u>lumber, junk trash, abandoned materials, equipment or</u> undergrowth.	\$100.00
Sections 15-18, 15-17(6)	<u>Excessive</u> Grass or vegetation over one feet	\$100.00
Sections 15-18, 15-17(7)	Stockpiling construction material	\$250.00
<u>Sections 15-18, 15-17(8)</u>	<u>Maintenance of attractive nuisance</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(9)</u>	<u>Physical or unsanitary conditions</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(11)</u>	<u>Conditions contributing to or causing contamination of air, food or drink</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(12)</u>	<u>Fire Hazards.</u>	<u>\$250.00</u>

SECTION 3. All ordinances or parts of ordinances in conflict herewith are

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repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

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AGENDA ITEM # 4

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT

2. MEETING DATE:
June 14, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER SECOND READING OF ORDINANCE 1453 AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO VACANT AND ABANDONED PROPERTY

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
AT ITS MARCH MEETING, THE PLANNING BOARD DIRECTED STAFF TO PREPARE AN ORDINANCE REQUIRING THAT BOARDS USED TO SECURE VACANT PROPERTIES BE PAINTED TO MATCH THE BUILDING EXTERIOR. BECAUSE THE PROPOSED REGULATION DOES NOT REQUIRE AN AMENDMENT OF THE CITY'S LAND DEVELOPMENT CODE, NO FORMAL ACTION OR RECOMMENDATION IS REQUIRED BY THE PLANNING BOARD.

STAFF HAS MADE ONE AMENDMENT TO THE ORDINANCE SINCE FIRST READING TO PROVIDE THAT THE PAINTING REQUIREMENT SHALL BE TRIGGERED ONCE A STRUCTURE IS BOARDED FOR 10 DAYS.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MAY 10, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON JUNE 1, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1453

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO VACANT PROPERTY; PROVIDING THAT BOARDS USED TO SECURE DOORS AND WINDOWS SHALL BE PAINTED TO MATCH THE BUILDING EXTERIOR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Section 15-1 of the Code of Ordinances of the City of Panama City Beach, related to boarding of vacant buildings is created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 15-1. Boarding of vacant buildings.

- (a) Every person owning or having control of a vacant building shall lock, board or otherwise secure all windows, doors and openings of the building to restrict entry by unauthorized persons.
- (b) Any board used or required to secure the exterior structure of a vacant building for a period of 10 days or more shall be painted with an exterior grade paint that matches the color of the exterior structure.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CODE ENFORCEMENT

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1454 AMENDING THE LDC RELATED TO WINDOW SIGNS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The current Land Development Code ("LDC") prohibits Window Signs whose aggregate sign area exceeds 25% of the building glass area. 5.07.04. Included in the definition of window signs are things literally on the glass, (5.07.01(Window Sign (i))) and materials within 6 feet of the glass which appear to be displayed so as to attract the attention of the public (5.07.01(Window Sign (ii))). The current definition of Window Sign was amended in 2013 to expand the distance of subsection (ii) category to things within 6 feet of the glass from the then current standard of 2 feet.

At its March meeting, the Code Enforcement Manager requested that the LDC be amended to return to the 2 feet standard. The Planning Board recommended approval of the proposed Ordinance at its April meeting.

The City approved First Reading of the Ordinance on May 10, 2018. Notice of the Public hearing was advertised on May 30, 2018. If Council approves Second reading this ordinance will be adopted and have an immediate effective date.

Staff recommends approval.

ORDINANCE NO. 1454

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 5.07.01 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO THE DEFINITION OF WINDOW SIGNS; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.07.01 of the Land Development Code of the City of Panama City Beach related to Window Signs, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

5.07.01 Definitions and Short Title. This section 5.07.00 shall be known as the "City of Panama City Beach Sign Code." (Ord. #1254, 11/14/13)

As used in this section, the following additional, defined terms have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context requires or Permits.

....

Window Sign: any opaque or translucent **Sign** of any material which is (i) painted on, etched into, applied to, attached to or projected upon or within the exterior or interior of a **Building Glass Area**, or (ii) located within **two(2)** ~~six(6)~~ feet of the interior side of a **Building Glass Area** and displayed under circumstances indicating that the primary purpose of such **Sign** is to attract the attention of the public through the window, whose alphabetic or pictorial symbols or representations are visible by a pedestrian at ground level on any **Street**, the water's edge of the Gulf of Mexico, or any adjoining **Premises**.

SECTION 2. All ordinances or parts of ordinances in conflict herewith

are repealed to the extent of such conflict.

SECTION 3. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING DEPARTMENT

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1455 AMENDING THE LDC RELATED TO COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input checked="" type="checkbox"/>
CONSENT	<input type="checkbox"/>
REGULAR	<input checked="" type="checkbox"/>

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE LAND DEVELOPMENT CODE DOES NOT CURRENTLY PROVIDE STANDARDS FOR PARKING AND STORAGE OF COMMERCIAL VEHICLES IN SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS.

STAFF RECOMMENDS ADOPTING STANDARDS IN SECTION 4.02.04 RESTRICTING PARKING OF COMMERCIAL VEHICLES WHICH EXCEED CERTAIN LENGTHS AND WIDTHS AND ALLOWING UNENCLOSED STORAGE OF NO MORE THAN TWO VEHICLES WITH A COMMERCIAL MESSAGE. THE STANDARDS ALLOW FOR EXCEPTIONS FOR VEHICLES STORED IN AN ENCLOSED GARAGE OR FOR VEHICLES PERFORMING SERVICES IN THOSE DISTRICTS. THE SINGLE FAMILY RESIDENTIAL INCLUDES R1A, 1B, 1C, 1CT AND U.

BASED UPON THE RECOMMENDATION OF THE PLANNING BOARD, THE ALLOWABLE COMMERCIAL VEHICLE PARKING WAS INCREASED FROM ONE TO TWO.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MAY 24, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MAY 30, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1455

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 4.02.04 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO PARKING OF CERTAIN COMMERCIAL VEHICLES IN AREAS ZONED FOR SINGLE FAMILY RESIDENTIAL PURPOSES; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.02.04 of the Land Development Code of the City of Panama City Beach related to Commercial Vehicle Parking, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

4.02.04 Performance Standards for Zoning Districts.

I. **Additional standards for Residential Districts.**

5. **Commercial Vehicle Parking and Storage**

(a) **It shall be unlawful for any person to park, in or upon any property, public or private, in any area of the City zoned Single Family Residential, any of the following:**

1. **Three (3) or more vehicles, not exceeding the size limitations in this section, displaying a Commercial message visible from the right of way. For the purposes of this section, "Commercial" shall be given the same meaning as defined in section 5.07.01 of this Code.**
2. **Any truck or other commercial vehicle with a gross vehicle weight rating (GVWR) in excess of fourteen thousand (14,000) pounds or twenty (20) feet in length.**

3. Any trailer having a GVWR in excess of ten thousand (10,000) pounds or twenty (20) feet in length. For purposes of this section, "trailer" shall mean a vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle.

(b) The restrictions provided in this section shall not apply to:

1. Any vehicles which are entirely enclosed within the confines of an enclosed garage or permitted storage structure or otherwise completely screened from view from the right of way.
2. Vehicles used by licensed contractors or service providers while actually doing work in such Single Family Residential districts between the hours of 7:00 AM to 6:00 PM excluding Sundays and holidays, provided, however, that such vehicles shall contain written identification on both sides of the vehicle clearly indicating the name of the contractor or service establishment.
3. Mobile cranes and other heavy equipment used during building construction.
4. Loading or unloading of vehicles provided that such loading or unloading shall take no more than two (2) hours, and shall not be done between the hours of 7:00 PM of one day and 7:00 AM of the next day. The two (2) hour and time-of-day limits shall not apply to residential moving trucks loading, unloading, or parked for the purposes of moving in or out of a residential dwelling.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1456 AMENDING LDC RELATED TO ABANDONED CONDITIONAL USES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

PRESENTLY THE CITY'S LAND DEVELOPMENT CODE ("LDC") PROVIDES THAT A CONDITIONAL USE APPROVED IS DEEMED ABANDONED IF NOT USED AND ACTED UPON WITHIN A YEAR OF ITS APPROVAL. (SECTION 5.06.17). STAFF PROPOSES AN AMENDMENT TO THE LDC TO PROVIDE THAT A CONDITIONAL USE WHICH IS TIMELY ACTED UPON MAY NONETHELESS BE ABANDONED IF THE USE IS DISCONTINUED FOR A PERIOD OF 180 DAYS OR MORE.

THE PLANNING BOARD CONSIDERED THE ORDINANCE AT ITS APRIL MEETING AND RECOMMENDED APPROVAL.

THE CITY APPROVED FIRST READING OF THE ORDINANCE ON MAY 24, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MAY 30, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1456

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO CONDITIONAL USES; PROVIDING THAT A CONDITIONAL USE SHALL BE DEEMED ABANDONED IF THE USE IS DISCONTINUED FOR 180 DAYS OR MORE, PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 5.06.17 of the Land Development Code of the City of Panama City Beach related to Conditional Uses, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.06.00 CONDITIONAL USES

...

5.06.17 Limitation on Time to Exercise Conditional Use Approval

Any *Conditional Use* authorized by the Planning Board **shall be deemed Abandoned and be void and of no further force and effect if: a) and** not used and acted upon in a real and substantial way by the applicant or the applicant's successor in interest within one (1) year from the date on which the decision of the Planning Board is reduced to a written order or if appealed the date on which the order becomes final, **or b) the Conditional Use is timely used and acted upon in a real and substantial way but is discontinued by the applicant or applicant's successor(s) in interest for a period of more than 180 days in any 365 day period.** ~~shall be deemed Abandoned and be void and of no further force and effect.~~

SECTION 2. All ordinances or parts of ordinances in conflict herewith are

repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 20__.

MAYOR

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Published in the _____ on the ____ day of _____, 20__.

Posted on pcbgov.com on the ____ day of _____, 20__.

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1457 AMENDING LDC RELATED TO LANDSCAPING STANDARDS FOR VEHICULAR USE AREAS OF NON-CONFORMING USES

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

AT ITS FEBRUARY MEETING, THE PLANNING BOARD DIRECTED STAFF TO PREPARE AN ORDINANCE RELAXING THE LANDSCAPING STANDARDS FOR NON-CONFORMING USES. THE PROPOSED ORDINANCE EXPRESSLY RELAXES THOSE STANDARDS BY ALLOWING PERIMETER LANDSCAPING TO BE COUNTED TOWARD THE MINIMUM PLANTING AREA PERCENTAGE, REDUCING THE REQUIRED PLANTING AREA, AND FURTHER AUTHORIZES STAFF TO MAKE MODIFICATIONS TO THE LANDSCAPING REQUIREMENTS, UP TO 10%, WHEN CERTAIN STANDARDS ARE MET. THE MODIFICATION AUTHORITY GRANTED HERE IS SUBSTANTIALLY SIMILAR TO THAT GRANTED STAFF FOR CERTAIN DESIGN MODIFICATIONS OF SITES IN THE FBO.

THE CITY COUNCIL APPROVED FIRST READING OF THE ORDINANCE ON MAY 24, 2018. A PUBLIC HEARING WAS ADVERTISED ON MAY 30, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1457

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 4.06.04 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO LANDSCAPING STANDARDS; RELAXING THE LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS OF NON-CONFORMING DEVELOPMENT AS MORE SPECIFICALLY PROVIDED IN THE BODY OF THE ORDINANCE; AUTHORIZING PLANNING STAFF TO MAKE LIMITED ADMINISTRATIVE MODIFICATIONS TO THE LANDSCAPING STANDARDS FOR NON-CONFORMING USES WHEN CERTAIN STANDARDS ARE MET; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 4.06.04 of the Land Development Code of the City of Panama City Beach related to Landscaping Standards for Vehicular Use Areas, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

4.06.04 Landscaping Standards for Vehicular Use Areas

A. Applicability

All off-**Street Parking Lots** and **Vehicular Use Areas** associated with **New Development, Redevelopment** or any addition to an off-**Street Parking Lot** or **Vehicular Use Area** on parcels abutting a Scenic Corridor are required to include landscaping.

B. Perimeter landscaping

A minimum buffer width of ten (10) feet shall be required between all **Parking Lots** and public rights-of-way. The buffer shall contain one (1) large or medium tree for each twenty (20) linear feet of buffer. All hedges shall be planted with no more than a six (6) inch spacing between the edges of each plant. (See Figure 4.06.04.A) This section shall not apply to those **Vehicular Use**

Areas along Front Beach Road, Thomas Drive, or S. Thomas Drive.

(a) C. Interior landscaping (See

Figure 4.06.04.B for an illustration of typical interior landscaping.)

1. Except for existing Non-Conforming Development, planting areas within Vehicular Use Areas shall equal not less than twenty (20) percent of the gross area devoted to vehicular Use. Planting areas within Vehicular Use Areas of existing Non-Conforming Development shall equal not less than ten (10) percent of the gross area devoted to vehicular Use. The perimeter landscaping shall not count toward meeting the required interior landscaping, provided, however, the perimeter landscaping requirement may count toward the required interior landscaping requirement for existing Non-Conforming Development.
2. Interior planting areas may be located in tree islands, at the end of parking bays, or between rows of *Parking Spaces*. There shall not be more fifteen (15) contiguous *Parking Spaces* between planting areas. Trees and other landscaping planted in the planter island areas shall be credited toward the landscaping requirements of the *Vehicular Use Area*. Planting areas may also be located within *Driveway* medians, provided the median is a minimum of ten (10) feet wide.
3. Interior planting areas may be located to effectively accommodate stormwater runoff, as well as to provide shade in large expanses of paved areas.
4. Individual planting areas shall not be less than four hundred (400) square feet for medium and large trees. Individual planting areas for all other trees shall not be less than one hundred eighty (180) square feet.
5. A continuous curb or other means of protection shall be provided to prevent injury to vegetation within the planting areas. Where existing trees are preserved, tree wells, tree islands, or a continuous curb shall be installed to protect the trunk and root system from damage. One (1) large or medium tree shall be installed for each four hundred (400) square feet of planting area. Three (3) small trees may be substituted for one (1) medium or large tree, at the discretion of the property owner.
6. Five (5) *Shrubs* shall be installed for each fifty (50) square feet of planting area.
7. One (1) square foot of *Ground Cover* shall be installed for each five (5) square feet of planting area. At the owner's option, grassed areas may be substituted for up to fifty (50) percent of the square footage of *Ground Cover* required.
8. A fractional tree or *Shrub* shall be rounded up to the next highest whole number.

D. The regulations of section C may be modified by the Building and Planning Department by up to 10% as a Type I approval for existing Non-Conforming Development which are located outside the Front Beach Overlay District. In order for an application for an administrative modification to be approved or approved with conditions, the Building and Planning Department must find, based on the application submitted, that the applicant is eligible for the modification; that the modification is needed due to the physical shape, configuration, topographical condition, or existing development of the lot; that the modification is compatible with adjacent and nearby Development; and the modification will not have a detrimental effect on the community health, safety or welfare.

Figure 4.06.04.A: Illustration of Parking Lot Landscaping

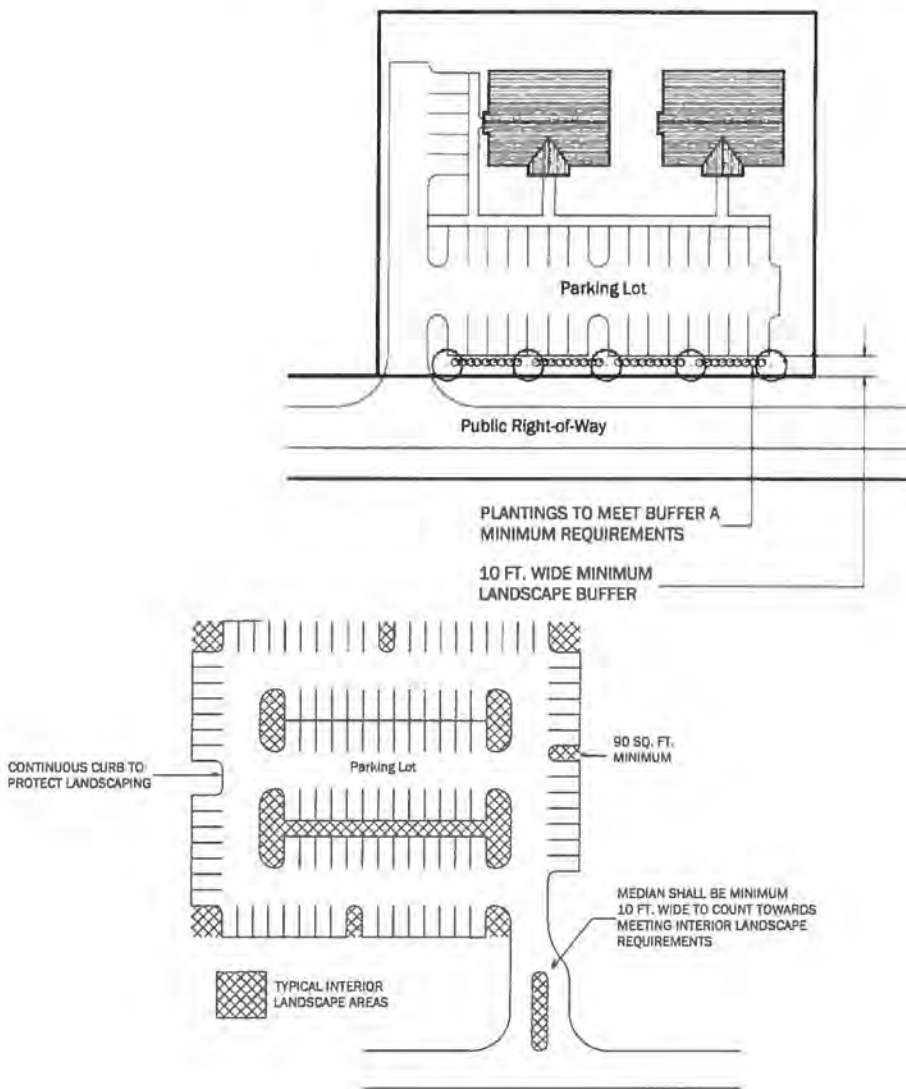
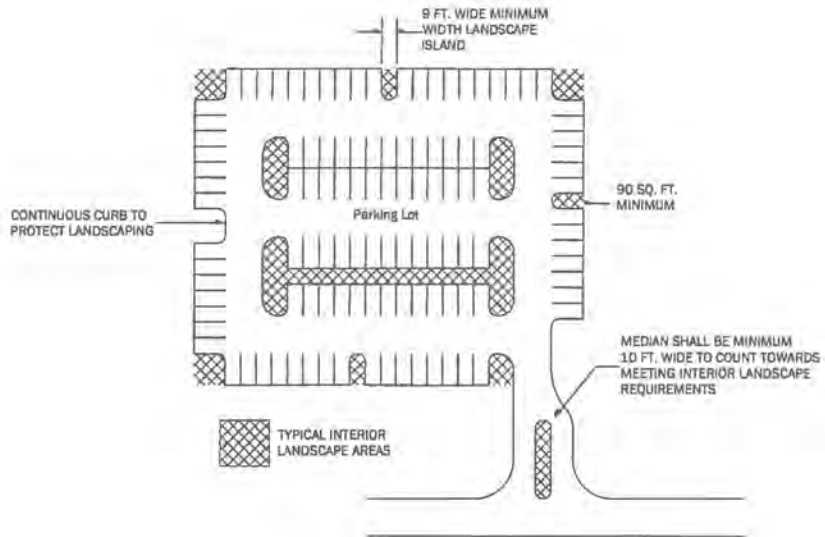


Figure 4.06.04.B: Illustration of Typical Interior Landscaping



SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

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Ordinance 1457

AGENDA ITEM # _____

Q

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PLANNING

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER AND APPROVE SECOND READING OF ORDINANCE 1458 AMENDING LDC RELATED TO DEFINITIONS OF LODGING ACCOMMODATION AND TRANSIENT RESIDENTIAL RENTAL.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE PLANNING BOARD DIRECTED STAFF TO REVISE THE CITY'S SIGN CODE TO ACKNOWLEDGE THE YEAR-ROUND SIGNAGE ADVERTISING SHORT TERM RENTALS, AND TO PROHIBIT SUCH SIGNAGE OUTSIDE OF THE FRONT BEACH ROAD OVERLAY DISTRICT. AS PART OF THIS EFFORT, STAFF WAS DIRECTED TO REVISE THE DEFINITIONS OF LODGING ACCOMMODATION, DWELLING AND TRANSIENT RESIDENTIAL RENTALS FOR CLARITY AND CONSISTENCY.

THE PROPOSED ORDINANCE REVISES THE DEFINITIONS OF DWELLING, LODGING ACCOMMODATION, TRANSIENT RESIDENTIAL RENTAL AND REAL ESTATE SIGN, AND REVISES THE EXISTING PROHIBITION OF TRANSIENT RESIDENTIAL SIGNAGE TO APPLY OUTSIDE OF THE FRONT BEACH ROAD OVERLAY. IF ADOPTED, THE ORDINANCE WILL PERMIT PERMANENT SIGNAGE ADVERTISING SHORT TERM RENTALS ON PROPERTY IN THE FRONT BEACH OVERLAY DISTRICT USED FOR THAT PURPOSE.

THE PLANNING BOARD RECOMMENDED APPROVAL OF THIS ORDINANCE AT ITS MEETING ON APRIL 9, 2018.

THE COUNCIL APPROVED FIRST READING OF THE ORDINANCE ON MAY 24, 2018. AT THAT MEETING THE COUNCIL DIRECTED STAFF TO REQUIRE ALL SIGNAGE ADVERTISING TRANSIENT RESIDENTIAL RENTALS TO CONFORM TO THE SIZE REQUIREMENTS OF RESIDENTIAL SIGNS. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON MAY 30, 2018. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATELY EFFECTIVE DATE.

ORDINANCE NO. 1458

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE RELATED TO TRANSIENT RESIDENTIAL RENTALS; AMENDING THE DEFINITIONS OF DWELLING, LODGING ACCOMMODATION, AND TRANSIENT RESIDENTIAL RENTAL FOR CONSISTENCY; AMENDING THE CITY'S SIGN CODE TO AMEND THE DEFINITION AND SIZE OF REAL ESTATE SIGNS AND TO PROHIBIT SIGNAGE FOR TRANSIENT RESIDENTIAL RENTALS OUTSIDE OF AN FBO DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance, Section 1.07.02 of the Land Development Code of the City of Panama City Beach related to Definitions, is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

1.07.02 Definitions

As used in the **LDC**, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

...

Dwelling (also called Dwelling Unit) – Any **Building** or part thereof, constituting a separate, independent housekeeping establishment for no more than one (1) **Family** and physically separated from any other rooms or housekeeping establishments which may be in the same structure. A **Dwelling Unit** contains sleeping facilities, sanitary facilities and a kitchen. A **Dwelling Unit** rented for periods of less than six (6) months each shall be presumed to be a **Transient Residential Rental Lodging Accommodation Unit**. **Lodging Accommodation Units** shall not be considered **Dwelling Units** for purposes of density requirements. **Lock-Out Units** shall be considered a **Dwelling Unit** when not located in a **Lodging Accommodation**.

...

Lodging Accommodation – An establishment under unified control, provided for temporary rental to transient individuals or groups. Examples of **Lodging Accommodations** include, but are not limited to, hotels, motels, tourist courts, motor courts, motor inns, motor lodges, **Public Lodging Establishments** and inns, but not **Dwelling Units** located outside of a ~~FBO District located between the sandy beach of the Gulf and Front Beach Road or South Thomas Drive~~ that are used as **Transient Residential Rentals**. Any establishment containing one (1) or more rental units for transients or tourists shall be deemed a **Lodging Accommodation**.

...

Transient Residential Rental – A dwelling unit ~~located outside of a FBO District located between the sandy beach of the Gulf and Front Beach Road or South Thomas Drive~~ that is provided for temporary rental to transient individuals or groups for a duration of less than six (6) months.

SECTION 2. From and after the effective date of this ordinance, Sections 5.07.01, 5.07.03 and 5.07.04 of the City’s Sign Code related to Real Estate Signs and Transient Residential Rentals is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.07.00 SIGN CODE

5.07.01 Definitions and Short Title.

This section 0 shall be known as the "**City of Panama City Beach Sign Code**."
(Ord. #1254, 11/14/13)

As used in this section, the following additional, defined terms have the meanings assigned to them.

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When one or more defined terms are used together, their meanings shall also be combined as the context requires or *Permits*.

...

Real Estate Sign: a ~~Temporary Sign Erected~~ by the owner or his agent, advertising the real property upon which the **Sign** is located for rent, lease or sale.

...

5.07.03 Signs Exempt from Permitting.

The following types of **Signs** may be **Erected** and displayed without a **Sign Permit**, if the required conditions stated are met. Each such **Sign** is subject to the prohibitions and general **Sign** standards (Sections 0 and **Error! Reference source not found.** of this **Sign Code**) applicable to all **Signs** within the **City**.

- K. One (1) **Back-to-Back** or single **Face Real Estate Sign** per **Premises** not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** ~~in any Residential district, and sixteen (16) square feet per Face and six (6) feet in Sign Height in a Business District.~~ The **Real Estate Sign** shall be allowed only at the **Premises** available for sale or lease and must be removed immediately upon the rental, lease or sale of the subject property.

...

5.07.04 Prohibited Signs.

It shall be unlawful for any person to **Erect**, display, or allow to be **Erected** or displayed within the **City** any of the following types of **Signs**:

...

MM. Outside of an FBO district, Signs on Transient Residential Rentals or the property where **Transient Residential Rentals** are located that advertise the existence or availability of the property as a **Transient Residential Rental**.

...

SECTION 3. A Real Estate Sign existing in a Business District on the effective date of this Ordinance which was erected pursuant to a valid permit from the City, if a

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permit was required, and which complies in all respects with City ordinances in effect prior to the adoption of this Ordinance, is hereby deemed to be a Legal Sign. After the effective date of this Ordinance, these Legal Signs will become Legal, Nonconforming Signs and shall, on or before June 15, 2019, conform to the requirements of this Ordinance or be removed.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

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AGENDA ITEM # 10

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MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

Ordinance 1458

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AGENDA ITEM #

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REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

3. REQUESTED MOTION/ACTION:

4. AGENDA

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

ORDINANCE NO. 1459

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 22 OF THE CITY'S CODE OF ORDINANCES RELATED TO TRAFFIC AND MOTOR VEHICLES; PROHIBITING THE PARKING OF SEMITRAILERS AND TRUCK TRACTORS ON THE UNMARKED OR UNPAVED PORTIONS OF CITY RIGHT OF WAY; PROVIDING EXCEPTIONS; PROVIDING FOR THE REMOVAL OF OFFENDING VEHICLES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Section 22-27 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings is created to read as follows:

Sec. 22-27. Semi Truck Parking on shoulder of ROW prohibited.

- (a) No Truck Tractor or Semitrailer, as those vehicles are defined by Section 320.01, Florida Statutes (2017) shall be parked, stopped or allowed to stand on an unmarked or unpaved portion of any City right-of-way. This provision shall not apply to vehicles parked or stopped on an unmarked or unpaved portion of a right of way in the event of an emergency or at the direction of a law enforcement officer.
- (b) Offending vehicles may be removed by the City and stored at the owner's expense. In addition to any other remedy provided by law, compliance with this Section 22-27 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this

Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT/LEGAL

2. MEETING DATE:
JUNE 14, 2018

3. REQUESTED MOTION/ACTION:
APPROVE SECOND READING OF ORDINANCE 1460 UPDATING CHAPTER 12 OF CITY CODE RELATED TO GARBAGE AND TRASH

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
IN RECENT MONTHS, CODE ENFORCEMENT HAS VOICED FRUSTRATION WITH THEIR ABILITY TO EFFECTIVELY ADDRESS THE DUMPING OF TRASH AND OTHER DEBRIS UNDER CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES. WHILE CHAPTER 12 CONTAINS MANY PROHIBITIONS, THEY ARE SPECIFIC TO CERTAIN TYPES OF TRASH (E.G., GARBAGE, LITTER, TRASH, REFUSE, AND WASTE MATERIAL) SUCH THAT THE PROHIBITIONS HAVE A VERY LIMITED SCOPE AND ARE OF LITTLE UTILITY TO THE OFFICERS ATTEMPTING TO CLEAN UP TRASH AND DEBRIS ON PROPERTIES THROUGHOUT THE CITY.

ORDINANCE 1460 ADDRESSES THOSE CONCERNS BY EXPANDING THE TYPES OF TRASH AND OTHER DEBRIS THE DUMPING OF WHICH IS EXPRESSLY PROHIBITED AND SUBJECTING SUCH ACTIONS TO THE PENALTIES AND PROCEDURES PROVIDED BY THE CITY CODE ENFORCEMENT HEARING OFFICER SYSTEM.

THE CITY APPROVED FIRST READING OF THIS ORDINANCE ON MAY 10, 2018. NOTICE OF THE PUBLIC HEARING WAS ADVERTISED ON JUNE 1, 2018.

STAFF RECOMMENDS APPROVAL. IF COUNCIL APPROVES SECOND READING THIS ORDINANCE WILL BE ADOPTED AND HAVE AN IMMEDIATE EFFECTIVE DATE.

ORDINANCE NO. 1460

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, UPDATING AND AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES RELATED TO GARBAGE AND TRASH; MOVING ALL DEFINED TERMS TO SECTION 12-1, DEFINITIONS; REQUIRING THE DEPOSIT OF LITTER IN RECEPTACLES; REQUIRING OWNERS TO PROVIDE ADEQUATE RECEPTACLES FOR LITTER, GARBAGE, AND TRASH; PROHIBITING THE NEGLECT OF REFUSE CONTAINERS, THE DEPOSIT OF GARBAGE AND LITTER IN THE STREETS OR OTHER UNAUTHORIZED LOCATIONS; PROVIDING THAT VIOLATIONS OF CHAPTER 12 MAY BE ENFORCED BY THE REMEDIES AND PROCEDURES SET FORTH IN CHAPTER 25 OF THE CODE RELATED TO CODE ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Chapter 12 of the Code of Ordinances of the City of Panama City Beach, related to Garbage and Trash is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Chapter 12 GARBAGE AND TRASH

Sec. 12-1. Definitions.

Sec. 12-2. Duty to furnish receptacles.

Sec. 12-3. Deposit of garbage or trash in receptacles.

Sec. 12-4. Prohibited practices and violations.

Sec. 12-5. Refuse containers and compactors visible from Scenic Corridors; where prohibited; exceptions; variances, etc.

Sec. 12-6. Littering.

Sec. 12-7 Requirement to keep property free of litter.

Ordinance 1460

AGENDA ITEM # 12

Sec. 12-1. Definitions.

The following words or phrases, when used in this chapter, shall have the meaning ascribed to them:

Dry garbage shall mean any and all papers, bags, sacks, cartons, containers and boxes which have not come into contact with animal, fruit and vegetable matter or from which obnoxious odors cannot be emitted and to which flies and other insects will not be attracted.

Garbage is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Garbage box shall mean any wooden, metallic, plastic or fiberglass box or can constructed so that the contents will be kept dry and intact therein and in which dry garbage only shall be deposited. The size, design and location of all garbage boxes shall be approved by the city manager or his authorized agent.

Garbage can shall mean an impervious cylindrical, metallic, plastic or fiberglass can constructed of not less than no. 28 gauge material which has a permanent bottom constructed as a part thereof, a removable lid so designed as to act as a close-fitting hood and which has two (2) handles placed on opposite sides near the top to facilitate the lifting and handling thereof. No can shall be of more than thirty-two-gallon capacity.

Litter shall mean "dry garbage," "moist garbage," "trash," "waste material" as defined in this chapter, discarded packaging and containers such as bottles, cans, cups, cigarette butts, bottle caps, loose paper and handbills, or any material similar to any of the foregoing, but excluding natural deposits of seaweed.

Moist garbage shall mean any and all animal, fruit and vegetable refuse matter, whether cooked or raw, or any can, container or other material from which any animal, fruit or vegetable matter has been removed which might become sour, spoiled, rotten or putrid and from which obnoxious odors are liable to be emitted or to which flies or other insects are liable to be attracted.

Receptacle shall mean and include garbage box, garbage can, refuse container, or refuse container, or trash container as defined in this chapter, or any container designed to temporarily hold garbage, litter, refuse, rubbish, trash or waste materials as defined by this chapter.

Refuse is all putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, and solid market and industrial waste.

Refuse container is any movable container intended or used to collect or store refuse, including without limitation, garbage cans, dumpsters and vehicles used to store and remove refuse.

Ordinance 1460

AGENDA ITEM # 12

Refuse compactor is any movable or fixed mechanical device intended or used to compress refuse, with or without storage capacity.

Rubbish is nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, construction debris, clippings, wood, grass, bedding, crockery and similar materials.

Scenic Corridor shall have the meaning ascribed in Section 1.07.02 of the City's Land Development Code.

Trash shall mean yard clippings, grass cuttings, leaves, moss, palm fronds, branches, limbs (not to exceed six (6) inches in diameter and four (4) feet in length) and such other small rubbish, other than that as defined in the terms "moist garbage" and "dry garbage", as ordinarily accumulates about a residential premises.

Trash container shall mean any container constructed not to exceed one-half cubic yard (thirteen and one-half (13½) cubic feet) to hold yard clippings, grass clippings, grass cuttings and leaves. Branches, limbs and such other small trash, except palm fronds of such a size and nature too large for these containers, shall be cut and piled in lengths not to exceed four (4) feet.

Waste material shall mean and include sand, wood, stone, brick, cement, concrete, roofing and other refuse building materials usually left over from a construction or remodeling project, and trees, tree limbs, except as otherwise provided for in the definition of "trash," tree trunks and tree stumps, furniture and appliances, mechanical equipment or parts, tools, motor vehicle parts, and tires.

Sec. 12-2. Duty to furnish receptacles.

It shall be the duty of all owners of residences, businesses, professional offices, stores, shops, restaurants, hotels, boardinghouses, apartment houses or other establishments in the city to supply **or cause to be supplied** each of such establishments with **adequate receptacles for the deposit of litter, garbage and trash** ~~garbage cans or garbage boxes.~~

Sec. 12-3. Deposit of garbage or trash in receptacles.

All **litter**, garbage and trash shall be deposited in receptacles provided for that purpose. Prior to depositing the same for collection in garbage cans or garbage boxes, the owner or customer shall crush or collapse, as nearly as possible, all wooden or cardboard boxes or crates.

Sec. 12-4. Prohibited practices and violations.

(a) It is hereby declared unlawful and a violation of this chapter for any person to do or permit to be done any of the following acts or practices:

Ordinance 1460

(1) Depositing on, or burning in, or causing to be deposited on or buried in any land, public square, street, alley, vacant lot or unoccupied lot, the waters of the Gulf of Mexico, or any creek, watercourse or ditch within the city limits, any **litter** garbage or other noxious, malodorous or offensive matter;

(2) Depositing or placing in or causing to be deposited or placed in a garbage can any materials other than those defined in this article as moist or dry garbage;

(3) Depositing or placing in or causing to be deposited or placed in a garbage box any material other than those defined in this article as dry garbage;

(4) Failing or neglecting to keep or causing to be kept clean and sanitary or tightly covered and in a good state of repair all **refuse containers**, garbage cans and garbage boxes;

~~(5) Using or supplying garbage cans and garbage boxes other than those defined and provided for in this article.~~

~~(5)~~ (6) Placing or allowing to be placed upon the streets, alleys, curbing or sidewalks of the city any **garbage, litter**, rubbish, sweepings, debris, trash or waste materials of any kind which might be a menace to traffic, both vehicular and pedestrian, or which might endanger the proper operation of the city's sewer or drainage system;

~~(6)~~ (7) Collecting or permitting to be collected by anyone the garbage, **trash or waste material** from any **receptacle** garbage can or garbage box other than by persons regularly employed by the city for that purpose or by persons working under contract with the city by a special written permit or franchise from the city council;

~~(7)~~ (8) Depositing or placing or causing to be deposited or placed **litter, garbage, trash or** waste materials any place except at designated locations;

~~(8)~~ (9) Allowing or permitting garbage receptacles to remain along the curb of the street for a longer period of time than is necessary and reasonable after collection has been made and the receptacles have been emptied of their contents; and

~~(9)~~ (10) Depositing, placing or causing to be placed garbage, trash or waste materials in **the** garbage can, garbage box, trash container or waste receptacle of another without that person's consent therefor.

(b) In addition to any other penalty provided by law, compliance with this Section 12-4 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-5. Refuse containers and compactors visible from Scenic Corridors; where prohibited; exceptions; variances, etc.

(a) Definitions:

~~Refuse~~ is all putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, and solid market and industrial waste.

~~Garbage~~ is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

~~Rubbish~~ is nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, construction debris, clippings, wood, grass, bedding, crockery and similar materials.

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~~Refuse container~~ is any movable container intended or used to collect or store refuse, including without limitation, garbage cans, dumpsters and vehicles used to store and remove refuse.

~~Refuse compactor~~ is any movable or fixed mechanical device intended or used to compress refuse, with or without storage capacity.

~~(b)~~ Where prohibited. It shall be unlawful for any person to own, use or possess a refuse container or refuse compactor visible by a pedestrian standing within the vehicular right-of-way of a Scenic Corridor or on the sandy Gulf beach.

~~(b)(c)~~ Exceptions. Nothing herein shall prohibit:

(1) The ownership, use or possession of a refuse container on a residential lot intended and used exclusively to collect and store for removal garbage and trash provided such container is used exclusively for garbage and trash generated by property occupants on the site on which such container is located, and such container is not located adjacent to a vehicular right-of-way for more than twelve consecutive hours in any three day period. This exception from the prohibition set forth in subsection ~~(a)~~ ~~(b)~~ above shall not apply to residential lots fronting Front Beach Road or Oleander Drive south of Front Beach Road.

(2) The ownership, use or possession of any single, isolated refuse container equal to or less than fifty-five (55) gallons in capacity and intended to be used by the general public as a litter receptacle, provided that such receptacle shall be kept and maintained in a neat and clean condition.

~~(c)~~ ~~(d)~~ Variances. The city council may authorize upon request in specific cases, any such variance from the terms of this section as will not be contrary to the public health, safety, or welfare, or the aesthetic considerations promoted by this section, where, owing to special conditions or circumstances not attributable to the person requesting such variance, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. Any such variance may be upon such continuing terms and conditions as the city council may specify.

(d) In addition to any other penalty provided by law, compliance with this Section 12-5 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-6. Littering.

(a) It is hereby declared unlawful and a violation of this chapter for any person throw or deposit litter on any property within the City, whether owned by such person or not, except in appropriate receptacles maintained for such purpose and in such a manner that such litter will be prevented from being carried or disbursed by the elements upon the same or any other property.

(b) In addition to any other penalty provided by law, compliance with this Section 12-7 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-7 Requirement to keep property free of litter.

(a) It is hereby determined that every person, firm or corporation owning,

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occupying, or entitled to possession or control of real property located in whole or in part within a Scenic Corridor, or entitled to protection of common-law rights pursuant to Florida Statutes section 161.201 with respect to property lying between the waters of the Gulf of Mexico and the Erosion Control Line established by the State of Florida, has a duty to keep such property free of litter.

(b) It is hereby declared unlawful and a violation of this section and code for any person, firm or corporation described in subsection (a) to cause or allow litter to be deposited or to remain regardless of its source upon any property which is subject to the duty recognized and imposed upon such person, firm or corporation by subsection (a), except in containers lawfully provided therefore.

(c) In addition to any other penalty provided by law, compliance with this Section 12-7 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

Ordinance 1460

AGENDA ITEM #

12

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____, 2018.

MAYOR

Published in the _____ on the _____ day of _____, 2018.

Posted on pcbgov.com on the _____ day of _____, 2018.

Ordinance 1460

AGENDA ITEM # 12

REGULAR ITEM

13



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/MARIO GISBERT

2. MEETING DATE:
JUNE 14, 2018

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION FOR CONSTRUCTION OF CITY HALL ADMINISTRATIVE BUILDING,
PUBLIC PARKING LOTS AND PUBLIC PARK

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Last month Staff invited bids for the City Hall construction project, which project contemplates the construction of a new City Hall building with a public park and additional parking area to accommodate the Police Department and Tourist Development Council, together with the demolition of two buildings. Four bidders responded to the request. The bids ranged from \$4,661,000 to \$3,995,000.

After review, GAC Contractors, Inc., was the lowest responsive and responsible bidder on the Project in the basic amount of \$3,995,000. Staff recommends reducing the building construction price to omit the construction of the park and additional parking lots, and by removing a dumbwaiter and premium finishes to Council chambers and lobby. Staff recommends award of the total construction contract in the amount of \$3,340,533.

Sufficient funds are available in the City's General Fund Reserves to fund the project. A budget amendment is included to fund construction in the present fiscal year.

Staff recommends approval.

RESOLUTION 18-102

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GAC CONTRACTORS, INC. FOR CONSTRUCTION OF CITY HALL ADMINISTRATIVE BUILDING IN AN AMOUNT OF \$3,340,533; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and GAC Contractors, Inc., relating to the construction of the City Hall Administrative Building and related demolition, in the basic amount of Three Million, Three Hundred Forty Thousand, Five Hundred Thirty Three Dollars and No Cents (\$3,340,533), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#32) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure of funds for the purposes stated herein.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMACITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

BID TAB																					
PROJECT NAME: PCB City Hall PROJECT NO: 17038 BID DATE: 6-6-18																					
CONTRACTOR	TRENCH SAFETY ADD	DRUG-FREE WORKPLACE CERT	CERT OF DISBARMENT	SUB LIST	IND EXON	ADD #1	ADD #2	ADD #3	ADD #4	ADD #5	BASE BID	ALT. #1	ALT. #2	ALT. #3	ALT. #4	ALT. #5	ALT. #6	ALT. #7	ALT. #8	BASE BID WITH ALTERNATES	
C. Lawrence Const. Co.											4,440,000	-35,000	-17,000	-107,000	-160,000	-32,000	-2,600	5,400	-2000		
GAC Contractors											*3,985,000	-47,074	-14,755	-180,588	-112,000	-31,750	-3,900	8,500	-7,000		
											*(AFTER 205,000 DEDUCT)										
Lord & Son Const. Co.											4,661,000	-31,300	-16,300	-110,000	-112,000	-30,600	-3,900	44,400	-17,200		
McInnis Builders											4,666,290	-37,800	-14,500	-171,000	-133,000	-13,000	-3,900	3,200	24,500		
I certify that this is the correct tabulation of bids read aloud, and that I have personally and visually checked the tabulation against the proposal forms submitted.																					
THE APPARENT LOW BIDDER IS: GAC Contractors																					

DRAFT AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of June in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«The City of Panama City Beach, Florida » «a municipal corporation »
«110 South Arnold Road »
«Panama City Beach, FL 32413 »
« »

and the Contractor:
(Name, legal status, address and other information)

«GAC Contractors, Inc. » «a Florida corporation »
«4116 US 231 »
«Panama City, FL 32404 »
« »

for the following Project:
(Name, location and detailed description)

«CITY OF PANAMA CITY BEACH CITY HALL SAMPLE»
« »
« »

The Architect:
(Name, legal status, address and other information)

«DAG Architects » « »
«1223 Airport Road »
«Destin, FL 32541 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement! AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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Exhibit A

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « Three Million, Three Hundred Forty Thousand, Five Hundred Thirty Three Dollars and No Cents » (\$ 3,340,533.00), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 8 DISPUTE RESOLUTION

§ 8.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« [Mario Gisbert, City Manager](#) »
« [110 South Arnold Road](#) »
« [Panama City Beach, FL 32413](#) »
« [850-233-5100](#) »
« mgisbert@pcb.gov »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

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« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« MARIO GISBERT » « CITY MANAGER »

(Printed name and title)

CONTRACTOR (Signature)

« » « »

(Printed name and title)

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**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 32

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.65-60	Construction-in-Progress	280,000.00	3,345,000.00	3,625,000.00
FROM	001-8100-999.94-00	Reserves Capital Expenditures	10,400,000.00	(3,345,000.00)	7,055,000.00
		Check Adjustment Totals:	10,680,000.00	0.00	10,680,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from reserves set aside for capital projects for construction of new City Hall

building and demolition of (2) existing buildings on site

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

Exhibit B
 AGENDA ITEM # 13

REGULAR ITEM

14



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 14, 2018

3. REQUESTED MOTION/ACTION:

Approve the construction Agreement for the Conservation Park Parking Expansion project with Roberts & Roberts, Inc. in the amount of \$415,756.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Conservation Park opened to the public in October 2011 and has experienced continual increases in visitor traffic each year. During the cooler winter months, and on weekends throughout the year with scheduled events, the existing parking lot is overwhelmed and vehicles line the entrance road. To address the situation, the City has acquired rights to a 4.5 acre site immediately adjacent to the existing parking lot that can be used to provide another 130+ paved parking spaces. The new parking expansion area will still provide convenient access to the main visitor restrooms and trailheads.

Design of the parking lot, with the exception of the stormwater management component, was performed in-house. Stormwater permitting was performed by McNeil Carroll Engineering, Inc.. A solicitation for construction bids was publicly advertised and eight bidders responded. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Roberts & Roberts, Inc. in the amount of \$415,756. Construction administration will be performed in-house.

This project is currently budgeted. Attached is a copy of the bid tabulation and a draft agreement with the low bidder.

WHY - To allow the City Manager to enter into a construction contract with Roberts & Roberts, Inc.

WHAT - To provide additional parking to meet the needs of public visitors to Conservation Park.

RESOLUTION 18-100

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE AGREEMENT WITH ROBERTS & ROBERTS, INC. FOR CONSTRUCTION OF THE PANAMA CITY BEACH CONSERVATION PARK PARKING EXPANSION IN THE AMOUNT OF \$415,756; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama City Beach, Florida that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Roberts & Roberts, Inc. relating to the construction of the Conservation Park Parking Expansion for the expansion and improvements to parking accommodations in the amount of Four Hundred Fifteen Thousand Seven Hundred Fifty Six Dollars (\$415,756), on substantially the terms and conditions set forth in the agreement attached hereto and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 14 day of June, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

**BID TABULATION
 CONSERVATION PARK PARKING EXPANSION PROJECT
 CITY OF PANAMA CITY BEACH, FLORIDA**

BID DATE: 5/8/2018
 BID TIME: 2:00:00 PM

BIDDER	BASE BID	ADDITIVE ALTERNATE #1	BASE BID PLUS ADD ALT #1	BID BOND	DRUG-FREE WORKPLACE CERT	TRENCH SAFETY ACT COMPLIANCE	PUBLIC ENTITY CRIMES STMNT
American Sand and X-Cavation, Inc.	\$694,782.00	\$14,000.00	\$708,782.00	x	x	x	x
C-Miles Construction, Inc.	\$413,963.00	\$14,000.00	\$427,963.00	x	x	x	x
CWR Contracting, Inc.	\$676,874.90	\$9,162.55	\$686,037.45	x	x	x	x
GAC Contractors, Inc.	\$489,833.00	\$19,420.00	\$509,253.00	x	x	x	x
Gulf Coast Utility Contractors, LLC.	\$517,000.00	\$39,950.00	\$556,950.00	x	x	x	x
H&T Contractors, LLC.	\$397,218.50	\$42,000.00	\$439,218.50	x	x	x	x
Roberts and Roberts, Inc.	\$395,256.00	\$20,500.00	\$415,756.00	x	x	x	x
Sikes Concrete, Inc.	\$562,400.00	\$25,500.00	\$587,900.00	x	x	x	x

Additive Alternate #1 provides native wetland species plantings around the stormwater facility

AGENDA ITEM # 14

CONSERVATION PARK PARKING EXPANSION
SECTION 00050
AGREEMENT

THIS AGREEMENT is made this ____ day of June, 2018 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Roberts and Roberts, Inc, doing business as a corporation, having a business address of 1741 N. Sherman Avenue Panama City, FL 32405 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of the CONSERVATION PARK PARKING EXPANSION, to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

AGREEMENT

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AGENDA ITEM #

14

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within 10 days from the date of this Agreement and will achieve Substantial Completion of the Work within 120 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$250/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the lump sum (Base Bid Plus Additive Alternate) of \$415,756 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT

AGREEMENT

00050-2

Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 000808	SALES TAX EXEMPTION
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS

DRAWINGS prepared by the City of Panama City Beach
numbered 1 through 8 and dated April 2018.

SPECIFICATIONS prepared or issued by the City of Panama City Beach
dated April 2018.

ADDENDA

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any written amendments to any of the
above signed by the party to be bound by such amendment. The Contract
Documents are sometimes referred to herein as the "Agreement".

- The OWNER will pay the Contract Price to the CONTRACTOR in the
manner and at such times as set forth in Contract Documents.

AGREEMENT

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7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

_____ City of Panama City Beach
 _____ 110 South Arnold Road
 _____ Panama City Beach, FL 32413
 ATTENTION: _____ Mario Gisbert, City Manager
 Fax No.: _____ (850) 233-5108

If to Contractor:

 ATTENTION: _____
 Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall

comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have

AGREEMENT

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carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Michael Roe E.I., at 850-233-5100 or Fax 850-233-5116 or by email to mroe@pcb.gov.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention

applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability

Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
---------------------------------	---

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$1,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____

(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]

AGREEMENT

00050-11

AGENDA ITEM #

14

REGULAR ITEM

15



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

UTILITIES/ADMINISTRATION

2. MEETING DATE:

JUNE 14, 2018

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION AUTHORIZING THE PURCHASE OF APPROXIMATELY 40 ACRES OF VACANT LAND FOR FUTURE WASTEWATER TREATMENT PLANT

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

TO PLAN FOR FUTURE GROWTH OF CITY'S UTILITY SYSTEM, STAFF HAS IDENTIFIED THE NEED FOR A NEW WASTEWATER TREATMENT PLANT, WHICH WOULD IDEALLY BE LOCATED PROXIMATELY TO THE CITY'S CONSERVATION PARK. AS SUCH, STAFF HAS BEEN NEGOTIATING WITH THE ST. JOE COMPANY TO PURCHASE APPROXIMATELY 30 ACRES OF DEVELOPABLE LAND AND APPROXIMATELY 10 ACRES OF ADJACENT WETLANDS OWNED BY THE ST. JOE COMPANY SOUTH OF THE CONSERVATION PARK AND WEST OF THE COMMERCE PARK. THE SIZE OF THE SITE HAS BEEN DETERMINED BY THE SPACE NEEDS FOR A 12 MGD WWTP, COUPLED WITH NEED FOR A NEW UNDERGROUND UTILITIES OPERATIONS FACILITY.

A WETLAND DELINEATION AND BOUNDARY SURVEY HAVE BEEN UNDERTAKEN BUT ARE NOT YET COMPLETE TO DETERMINE THE FINAL PURCHASE PRICE WHICH WILL BE BASED ON THE UPLANDS AND WETLANDS ON THE PARCEL TO BE PURCHASED BY THE CITY. THE PARTIES HAVE AGREED TO PURCHASE PRICE OF \$23,696.43 FOR EACH DEVELOPABLE ACRE, AND \$3,000 PER ACRE OF WETLAND, BASED ON AN APPRAISAL OBTAINED BY THE CITY FOR THIS PURCHASE. THE TOTAL PURCHASE PRICE FOR THE UPLANDS IS ESTIMATED TO BE \$663,500, WHICH PRICE WILL BE ADJUSTED AS NECESSARY ONCE THE WETLANDS ARE DELINEATED AND THE SITE ACREAGE (BOTH DEVELOPABLE AND WETLAND) IS CONFIRMED. ST. JOE WILL PROVIDE ADDITIONAL MITIGATION WETLAND ACREAGE CONTIGUOUS WITH CONSERVATION PARK TO ALLOW SOME IMPACTS TO WETLANDS AT THE NEW WWTP SITE.

ACCESS TO THE SITE WILL BE PROVIDED BY AN EASEMENT TO BE CONVEYED TO THE CITY CONCURRENTLY WITH THE FEE SIMPLE FOR THE SITE. THE EASEMENT WILL BE CONVEYED AT NO COST TO THE CITY, THOUGH THE CITY WILL BE RESPONSIBLE FOR IMPROVEMENTS NECESSARY TO ACCESS AND SERVE THE PROPOSED NEW FACILITY.

STAFF RECOMMENDS APPROVAL.

AGENDA ITEM #

15

R

RESOLUTION 18-104

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE PURCHASE OF APPROXIMATELY 40 ACRES OF VACANT LAND FOR THE WASTEWATER TREATMENT FACILITY SITE WEST OF THE COMMERCE PARK, AT THE PRICE PER ACRE MORE SPECIFICALLY SET FORTH IN THE BODY OF THE AGREEMENT.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company, a Florida corporation, and the St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company, relating to the purchase of approximately 40 acres of vacant land located west of the Beach Commerce Park for a Wastewater Treatment Facility, in the basic amount of \$23,696.43 per developable acre, and \$3,000 per wetland acre, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the date on which the final signature of the parties is affixed hereto (the "Effective Date") by and between **THE ST. JOE COMPANY**, a Florida corporation, and **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company (collectively, "Seller"), and the **CITY OF PANAMA CITY BEACH**, a municipal corporation ("Buyer").

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

Section 1.0 General Outline of Transaction. Seller is the owner in fee simple of two parcels of land encompassing approximately 532+/- acres of land located in Panama City Beach, Bay County, Florida, within which the City wishes to acquire approximately 30+/- acres of contiguous uplands and converted wetlands, together with other adjacent wetlands ("Property"), together with an eighty (80) foot wide, non-exclusive permanent easement to Buyer across Seller's adjacent property on an existing timber road for purposes of ingress and egress and utilities to serve the Property ("Easement") as generally depicted on **Exhibit "A"** attached hereto and by this reference incorporated herein. The exact legal description and acreage of the Property and the legal description of the Easement are to be determined by the "Survey" as hereinafter defined.

Section 2.0 Purchase Price and Property to be Conveyed. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at "Closing", as hereinafter defined, an amount equal to (i) Twenty Three Thousand Six Hundred Ninety Six and 43/100 Dollars (\$23,696.43) for each developable acre conveyed to include uplands in addition to converted wetlands and (ii) Three Thousand and No/100 Dollars (\$3,000.00) for each wetland acre conveyed, as determined by the Survey (collectively, the "Purchase Price").

2.1 **Deposit.** Upon Buyer's execution hereof, Buyer shall deliver to Watersound Title Agency, LLC at the address specified in Section 12.0 ("Escrow Agent"), the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as an earnest money deposit ("Deposit"). At Closing, as hereinafter defined, the Deposit shall be applied against the Purchase Price and paid by Escrow Agent to Seller. The Purchase Price shall be paid by Buyer at Closing in cash, plus or minus net adjustments as provided herein.

2.2 **Escrow.** The Deposit shall be delivered to Escrow Agent, and Escrow Agent shall hold and deliver same in accordance with the terms of this Agreement. Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or with written instructions executed by both Seller and Buyer. In the event that Escrow Agent shall receive a written claim of default by either Buyer or Seller against the other, then Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent shall have received joint written instructions from Seller and Buyer as to the proper delivery of the Deposit or Escrow Agent has received direction from a court of competent jurisdiction as to the proper party entitled to receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the proper party entitled to the Deposit, and the defaulting party, as determined by such proceeding, shall indemnify (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold harmless Escrow Agent from all costs and expenses including legal fees associated with such proceeding. Escrow Agent may act in

reliance upon any writing or instrument or signature which it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor as to the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping of the Deposit, and for the disposition of same in accordance with this Agreement. Escrow Agent hereby executes this Agreement for the sole and exclusive purpose of evidencing its agreement to the provisions of Sections 2.1 and 2.2 hereof, and to acknowledge receipt of the Deposit.

2.3 Conveyance of Easement. Seller also agrees to convey to Buyer an eighty (80) foot wide, non-exclusive permanent easement across Seller's adjacent property on an existing timber road for purposes of ingress and egress and utilities to serve the Property, in substantially the form attached hereto as **Exhibit "B"**. Buyer shall construct, maintain and repair any and all improvements necessary to serve the Property for ingress and egress and utilities within the Easement at Buyer's sole cost and expense. Seller agrees to expand portions of the Easement to land contiguous to the Easement for stormwater purposes, if those needs cannot be satisfied within the boundaries of the 80 foot wide Easement.

Section 3.0 Inspection. Buyer and its agents, at their own risk and expense, at any time prior to the expiration of a period ending thirty (30) days after the Effective Date (the "Feasibility Period"), shall have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property. Notwithstanding the foregoing, Buyer may not conduct any tests or procedures for environmental contamination without Seller's prior written consent. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition and shall indemnify (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the exercise of such privilege. Buyer's indemnity set forth herein shall survive the Closing of this Agreement or the termination of this Agreement. Buyer shall have the right, which may be exercised by delivering written notice to Seller at any time during the Feasibility Period, to terminate this Agreement for any reason which Buyer, in its sole discretion, deems appropriate. Upon delivery of written notice of termination to Seller, this Agreement will be null and void and the parties hereto will have no further rights or obligations hereunder except as set forth in this Section 3.0 and Buyer will deliver to Seller a copy of all studies, reports, audits, surveys, investigations and other information concerning the Property prepared by or at the direction of Buyer. Upon such termination, the Deposit shall be returned to Buyer by Escrow Agent.

Section 4.0 Condition of the Land: Disclaimer of Representations. Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement, (a) Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning (i) the nature and condition of the Property, including but not limited to, the water, soil, and geology, and the suitability thereof, for any and all activities and uses which Buyer may elect to conduct thereon, (ii) except for any warranties contained in the Deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iii) the compliance of the Property or the operation thereof with any laws, rules, ordinances, or regulations of any governmental entity or other body; (b) Seller makes and has made no warranty, express or implied, with regard to the accuracy of any information furnished to Buyer, and Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller, and that no representations have been made by Seller, its agents, employees or affiliates in order to induce Buyer to enter into this transaction other than as expressly stated herein; (c) Seller does not represent or warrant that any government approval has been given for development on the Property, and Buyer shall be solely responsible for making application, obtaining and paying for the cost of all

permits, licenses, authorizations and approvals from the appropriate governmental or quasi-governmental entities having jurisdiction over the Property, that are necessary or desirable for Buyer to develop the Property for any and all activities and uses which Buyer may elect to conduct thereon, including without limitation, any drainage or stormwater retention facilities; (d) Buyer is relying solely upon its own investigations and inspections made during the Feasibility Period to make a complete and thorough examination of all portions of the Property and, on the basis of its inspection, (i) Buyer will be thoroughly familiar with all portions of the Property including without limitation, whether or not hazardous or toxic materials are or have heretofore been located on or under or generated from any portion of the Property, zoning, land use, development restrictions and requirements, utility availability and hook-up costs, and all other matters relevant to Buyer, and (ii) Buyer will determine that the condition of all portions of the Property is satisfactory to Buyer; (e) Buyer shall purchase and accept every portion of the Property in its "as is" condition with all faults, without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the Deed (as hereinafter defined) at Closing, Buyer shall be conclusively deemed to have accepted the Property in its "as is" condition; (f) Buyer shall purchase and accept the Property subject to any oil, gas and mineral interests which may exist on the Property; (g) Buyer shall hold Seller harmless from all damages and consequences arising from any adverse conditions (including without limitation, the existence of any hazardous or toxic substances) on the Property which are created after the Closing Date; and (h) except as otherwise specified in the Deed, Seller makes NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, CONCERNING ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS. The provisions of this Section shall survive Closing and delivery of the Deed.

Section 5.0 Survey and Title.

5.1 Survey. Following Seller's provision of the wetlands delineation, Buyer shall obtain, at its sole cost and expense, within twenty (20) days after the Effective Date, a boundary survey of the Property prepared by a licensed Florida land surveyor selected by Seller among the two Surveyors under contract with the City (the "Survey"). The Survey shall be certified to Buyer, Seller and Title Insurer, as defined in Section 5.2 of this Agreement, and shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida State Board of Land Surveyors pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17 of the Florida Administrative Code. The Survey shall identify the totals for developable acres and wetland acres.

5.2 Owner's Title. Seller shall obtain and deliver to Buyer within fifteen (15) days after receipt of the Survey, an owner's title insurance commitment with copies of all exceptions (the "Commitment") issued by a title insurance company licensed in Florida ("Title Insurer"), committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price.

5.3 Buyer's Review. Buyer shall have ten (10) days after receipt of the Commitment or Survey, whichever is the last to be received, in which to determine the nature of any objections to the Property in those matters or facts disclosed by the Commitment and the Survey. Any matters which are not disclosed in writing to Seller by Buyer as objectionable ("Buyer's Objections") during said ten (10) days, or which are accepted by Buyer, or are restrictions on title otherwise permitted herein, shall be considered "Permitted Encumbrances." Notwithstanding anything to the contrary in this Agreement, any and all oil, gas and mineral interests which encumber the Property shall be considered Permitted Encumbrances. Seller may, at its option, use reasonable efforts to remedy or remove any of Buyer's Objections or obtain title insurance against the same. If Seller and Buyer have not reached an agreement to resolve Buyer's Objections within 30 days following Seller's receipt thereof ("Title Resolution Period"), then Buyer may, at its option, either (i) terminate this Agreement no later than 5 days after expiration of the Title Resolution

Period upon written notice to Seller and receive a refund of the Deposit and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) take title as it then exists without reduction in the Purchase Price. In the event Buyer fails to timely terminate this Agreement under option (i) immediately above, then Buyer shall have waived its right to terminate this Agreement as permitted under option (i) immediately above.

Section 6.0 Deed of Conveyance. Seller shall convey title to the Property by special warranty deed (the "Deed"), subject to ad valorem taxes for the current year and subsequent years, **the provisions set forth in Sections 27.0 28.0, 29.0, 30.0 and 31.0,** and the Permitted Encumbrances.

Section 7.0 Casualty and Eminent Domain. Except as provided in Section 3.0, risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained, prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) this Agreement shall become null and void and the Deposit shall forthwith be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within 10 days after Seller shall have notified Buyer, in writing, of such taking or proposed taking or casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

Section 8.0 Real Estate Commission. Buyer and Seller represent and warrant each to the other that no broker or finder was instrumental in arranging or bringing about this transaction. Each party agrees to hold harmless the other from and against any and all claims, damages, expenses (including reasonable attorneys' fees and court costs) and liabilities of any nature whatsoever asserted against or incurred by either party in connection with claims of any entity with whom such party may have consulted, dealt or negotiated. The provisions of this Section shall survive the Closing and delivery of the deed.

Section 9.0 Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing" or "Closing Date") shall take place at Escrow Agent's office within twenty (20) days after the expiration of the Feasibility Period unless otherwise expressly extended by the terms hereof. Closing may take place by mail or on an earlier date as agreed to by the parties.

Section 10.0 Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

Section 11.0 Closing Costs. Buyer shall pay for (i) the Survey; (ii) documentary stamp tax on the Deed; (iii) recording fees; (iv) Buyer's attorneys' fees; (v) all costs of financing, if any; and (vi) lender's title policy, if any. Seller shall pay for (i) the Commitment and owner's title policy; and (ii) Seller's attorneys' fees. Buyer and Seller shall prorate ad valorem taxes and assessments against the Property as of the Closing Date.

Section 12.0 Notices. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic means including email, addressed to the other parties as follows (or to such other place as any party may by notice to the others specify):

To Seller: The St. Joe Company and St. Joe Timberland Company of Delaware,
L.L.C.
133 S. Watersound Parkway
Watersound, FL 32461
Attention: Dan Velazquez
Telephone Number: 850-231-7413
Email: dan.velazquez@joe.com

With a copy to: The St. Joe Company
133 S. Watersound Parkway
Watersound, FL 32461
Attention: Ken Borick, Esq.
Telephone Number: 850-231-6575
Email: ken.borick@joe.com

To Buyer: City of Panama City Beach
110 South Arnold Avenue
Panama City Beach, FL 32407
Attention: Mario Gisbert, City Manager
Telephone Number: 850-233-5100
Email: mgisbert@pcb.gov

With a copy to: Hand Arendall Harrison Sale LLC
304 Magnolia Avenue
Panama City, FL 32401
Attention: Amy Myers
Telephone Number: 850-766-3434
Email: amyers@hsmclaw.com

To Escrow Agent: Watersound Title Agency, LLC
133 S. Watersound Parkway
Watersound, FL 32461
Attention: Christine McClure
Telephone Number: 850-231-6579
Email: christine.mcclure@joe.com

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

Section 13.0 Remedies. In the event that Buyer, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Buyer prior to Closing, then Seller shall be entitled to retain the Deposit, as full liquidated damages and as Seller's sole and exclusive remedy for such default, the parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of the Deposit is intended not as a penalty but as full liquidated damages. Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for specific performance of the Agreement or to recover actual damages. In the event that Seller, prior to Closing, fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by Seller prior to Closing, then Buyer may as its sole remedy either (i) treat this Agreement as terminated, and all payments and Deposits

made hereunder shall be returned to Buyer, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. Buyer may not maintain an action for specific performance unless (a) Buyer posts a bond, at the time the action is filed, equivalent to 15% of the Purchase Price to be held by the court for the purpose of providing for Seller's damages caused by the filing of the action in the event that Buyer's action is found to be without merit; and (b) Buyer files a verified complaint which alleges that Buyer had the financial ability to perform under this Agreement and attaches to the complaint evidence of Buyer's financial ability to perform at the time of Seller's alleged default. Buyer waives all other remedies that may be available to it at law or equity for breaches occurring prior to Closing. In the event Buyer or Seller breaches or fails to perform any covenant, agreement or obligation hereof subsequent to Closing, then Buyer and Seller shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific enforcement.

Section 14.0 State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 15.0 Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida. Venue of any judicial proceedings shall be in Bay County, Florida.

Section 16.0 Assignment. Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole discretion.

Section 17.0 Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

Section 18.0 Acceptance. This agreement and purchase is wholly contingent upon the City of Panama City Beach City Council voting to approve this contract on or before June 28, 2018. If the decision is "yes", this Contract shall continue in force and effect. If the decision is "no", this Agreement shall thereafter be null and void and neither party shall have any liability or obligation hereunder.

Section 19.0 No Recording. Recording of this Agreement or any memorandum thereof by Buyer is prohibited.

Section 20.0 Intentionally omitted.

Section 21.0 Counterparts. This Agreement may be executed in multiple counterparts, which together shall constitute one original, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

Section 22.0 Further Assurances. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the

intent of this Agreement. Nothing within this Agreement shall be construed to be a waiver of the Buyer's sovereign immunity or a waiver or extension of the provisions of Section 768.28, Florida Statutes.

Section 23.0 Attorneys' Fees. In the event of litigation arising pursuant to the provisions of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees from the non-prevailing party and costs and expenses of such litigation whether at the trial level or on appeal.

Section 24.0 Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

Section 25.0 Confidentiality. Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's investigation of the Property, Buyer shall not, without the prior written approval of Seller, at any time during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, commissioners, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, which may be granted or withheld in its sole discretion. However, nothing herein shall prevent the Buyer from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this Agreement.

Section 26.0 Intentionally Deleted.

Section 27.0 Right of First Refusal.

27.1 **Transfer.** In the event that Buyer decides to assign, sell, lease, transfer, hypothecate, convey or grant (whether voluntarily or otherwise) all or any portion of Buyer's right, title or interest of any kind or nature in and to the Property to a third party (any of which shall be referred to hereinafter as a "Transfer"), Buyer shall provide Seller with a copy of a bona fide, written offer (the "Offer") from an arms-length third party who proposes to be the transferee (the "Proposed Transferee"), setting forth all of the terms and conditions of the Transfer. Seller shall have the right for a period of 15 days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from Buyer to the Proposed Transferee on the terms and conditions set forth in the Offer (the "Right of First Refusal").

27.2 **Exercise.** Seller shall exercise its Right of First Refusal by giving written notice to Buyer, specifying a date not earlier than 30 days and not later than 60 days after the date of Seller's receipt of the Offer, on which Seller will complete the closing on the Transfer. In the event that Seller does not elect to exercise its Right of First Refusal, Buyer shall be free to complete the Transfer to the Proposed Transferee in accordance with the Offer. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed Transferee, Buyer must give written notice of such change to Seller, and Seller shall again have a 15 day period during which it may elect to acquire the interest of Buyer proposed to be transferred by Buyer on the terms and conditions set forth in the revised Offer.

27.3 **Duration.** In the event that Seller does not elect to exercise its Right of First Refusal as aforesaid, the Proposed Transferee and every subsequent owner of the Property (and Buyer, if the original Proposed Transferee fails to complete the closing on the Transfer) shall remain bound by the terms and provisions of this Section, and any subsequent proposed Transfer shall again give rise to Seller's Right of First Refusal to acquire the interest proposed to be transferred, in accordance with the provisions of this Section. The Right of First Refusal shall terminate upon completion of construction of improvements on the Property approved by Seller.

27.4 Survival. The provisions of this Section 27.0 shall survive Closing.

27.5 Recorded Notice. A Notice of Right of First Refusal, in form and substance satisfactory to Seller, shall be executed by Buyer and Seller at Closing, and recorded in the public records of Bay County, Florida.

Section 28.0 Permitted Use. For a period of twenty (20) years after the Closing Date, the Property shall be used and developed generally for any municipal purposes ("Permitted Use"). The terms of this Section 28 shall survive closing and shall be incorporated in the Memorandum of Agreement referenced in Section 29.9 below.

Section 29.0 Repurchase Option. For a period of twenty (20) years from the Closing Date, Seller shall have a right to repurchase the Property as described below. For purposes of this Section, the term "Buyer" shall include any of Buyer's successors and assigns in interest in the Property.

29.1 Use Default. The following events shall constitute a "Use Default": (i) Buyer's failure to commence construction of the Improvements on the Property within twenty-four (24) months after the Closing Date; (ii) Buyer's failure to complete construction of the Improvements on the Property within thirty-six (36) months after the Closing Date; (iii) Buyer's use of any portion of the Property for other than the Permitted Use; or (iv) Buyer's failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, which failure continues for longer than 30 days after Seller gives Buyer written notice thereof.

29.2 Remedies. Upon the occurrence of a Use Default, Seller may elect to repurchase the Property in accordance with and subject to the terms, conditions and limitations set forth in this Section ("Repurchase Option").

29.3 Exercise. If Seller concludes that a Use Default has occurred and desires to exercise its Repurchase Option, Seller shall then provide written notice to Buyer specifying the Use Default ("Use Default Notice"). If Buyer has not cured the Use Default within 30 days after receipt of the Use Default Notice, then Seller may exercise its Repurchase Option by providing written notice to Buyer (the "Acquisition Notice"). The Acquisition Notice shall specify a date not more than 90 days thereafter, on which Seller shall acquire all of Buyer's right, title and interest in and to the Property, together with all improvements thereon and all licenses and permits appurtenant to the Property. For purposes hereof, Buyer will be deemed to have cured a failure to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, or restriction, if Buyer has discontinued the Use Default prior to receipt of the Acquisition Notice. Notwithstanding the foregoing, Buyer shall not be entitled to cure a second Use Default, if such Use Default occurs within two (2) years after the date Buyer cures the first Use Default.

29.4 Repurchase Price. The repurchase price to be paid by Seller for the Property acquired through the Repurchase Option (the "Repurchase Price"), shall be calculated as of the date of the Acquisition Notice as follows:

The sum of (i) the Purchase Price of the Property (the "Land Value") and (ii) as to any completed or partially completed improvements located on the Property, the then fair market value as determined by a mutually agreed upon appraiser, of any such improvements not including the Land Value (the "Improvement Value").

If Seller proposes an appraiser to Buyer for approval and Buyer is unwilling to approve of such appraiser within 15 days after receipt of such proposal, Buyer may designate a second appraiser not later than 30 days

after receipt of Seller's notice proposing an appraiser. The two appraisers designated by Buyer and Seller shall meet and appoint a third appraiser, whereupon all three appraisers shall independently appraise the value of the improvements on the Property. The average of the three appraised values shall be deemed to be the Improvement Value. If Buyer fails to designate a second appraiser within the aforementioned 30 day period, the appraiser initially proposed by Seller shall be deemed to be the mutually agreed upon appraiser, and such appraisal shall control.

29.5 Minimum Repurchase Price. Notwithstanding the provisions of this Section, in no event will the Repurchase Price be less than the amount required to pay or discharge any debt then outstanding which has been incurred by or on behalf of Buyer, in order to finance the acquisition of the Property or the construction of the improvements thereon.

29.6 Additional Repurchase Terms. In the event that Seller exercises its Repurchase Option, the following provisions shall apply:

29.6.1 Title. Buyer shall be required to convey title to the Property to Seller subject only to those matters of record as of the date on which Buyer originally acquired title to the Property, and any utility, drainage or other easements necessary in order to develop the Property which have, as of the date of the Acquisition Notice, been granted to third parties by Buyer.

29.6.2 Fixtures and Equipment. Fixtures and equipment placed or installed on the Property by Buyer as an addition or improvement may, at Seller's option, be purchased by Seller at fair market value, or such fixtures and equipment shall be removed by Buyer.

29.7 No Election of Remedies. Seller's pursuit of the remedies set forth above shall not preclude pursuit of any other remedy or remedies provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination.

29.8 Survival. The provisions of this Section 29.0 shall survive Closing.

29.9 Recorded Memorandum. A Memorandum of Agreement, evidencing the terms of this Section 29 and in form and substance satisfactory to Seller, shall be executed by Buyer and Seller at Closing, and recorded in the public records of Bay County, Florida.

Section 30.0 Mitigation. Seller shall delineate all wetlands on the Property and Easement. Buyer shall obtain, at its sole cost and expense, a survey of the delineated wetlands on the Property and Easement and the offsite mitigation area. Seller shall be solely responsible for providing an off-site mitigation area within the Phillips Inlet sub basin, as required for impacts to low quality wetlands and high quality wetlands within the Property and Easement. Seller shall make good faith efforts to provide the off-site mitigation area in the Phillips Inlet sub basin adjacent to the Panama City Beach Conservation Park ("PCBCP"). In the event an off-site mitigation area satisfactory to wetland regulatory agency requirements cannot be located adjacent to PCBCP, an alternate site within the Phillips Inlet sub basin will be provided. Pursuant to the RGP/EMA, a conservation easement shall be recorded by Seller to offset wetland impacts made within the same sub basin. Buyer shall obtain, at its sole cost and expense, all surveys, sketches and legal descriptions needed for on-site and off-site wetlands which require a conservation easement. Buyer shall be responsible for any and all costs associated with the construction, implementation, maintenance, compliance and management of the off-site mitigation area.

Section 31.0 Ecosystem Management Agreement Compliance. The Property is subject to the St. Joe Ecosystem Management Agreement for Bay and Walton Counties ("EMA") entered into by Seller and the Florida Department of Environmental Protection ("FDEP") dated October 11, 2004 and to

the Regional General Permit SAJ-86 ("RGP") covering a regional area inclusive of the Property authorized by the Army Corp of Engineers ("Corps") on June 30, 2004, as renewed. The EMA and RGP establish certain guidelines for regulatory permitting of the Property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies and may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm>.

St. Joe hereby agrees to serve as the co-applicant to the Buyer on any EMA or RGP permit applications. Buyer agrees to obtain any necessary permits related to wetlands impacts, subsequent mitigation and the management of stormwater or provision of stormwater improvements necessary to support the project in compliance with the EMA and RGP. Buyer shall be solely responsible for any and all costs related to the application for the EMA and RGP permits. Buyer agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event Buyer is permitted to fill or otherwise impact any wetlands located on the Property pursuant to the EMA and/or RGP, Buyer agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, Buyer acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA. Buyer shall defend, indemnify (without waiving its sovereign immunity and subject to the limitations on liability for Buyer under §768.28, Florida Statutes) and hold Seller harmless from and in respect to any loss, costs, expenses and damages associated with either (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Property, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore said property to its original condition prior to filling or impacting pursuant to the written direction of Seller and/or applicable governing authorities or (b) Buyer's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA. The terms of this Section shall survive Closing and shall be incorporated in the Memorandum of Agreement.

Section 32.0 Tap Fees. Buyer shall be responsible for the payment of all impact fees, connection fees and similar charges imposed in connection with sewer and water service for the Property. Buyer acknowledges and understands that potable water, reclaimed water and sewer will not be provided by Seller, but by an unrelated entity and that the provider of such services imposes a fee for initial connection to the water system and sewer system, which fee, as increased or decreased from time to time, shall be the obligation of Buyer and its successors and assigns.

Section 33.0 Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:

The St. Joe Company,
a Florida corporation

St. Joe Timberland Company of Delaware,
L.L.C., a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

BUYER:

City of Panama City Beach, Florida

By: _____
Mario Gisbert, City Manager

Date: _____

ATTEST:

City Clerk

ESCROW AGENT:

Watersound Title Agency, LLC

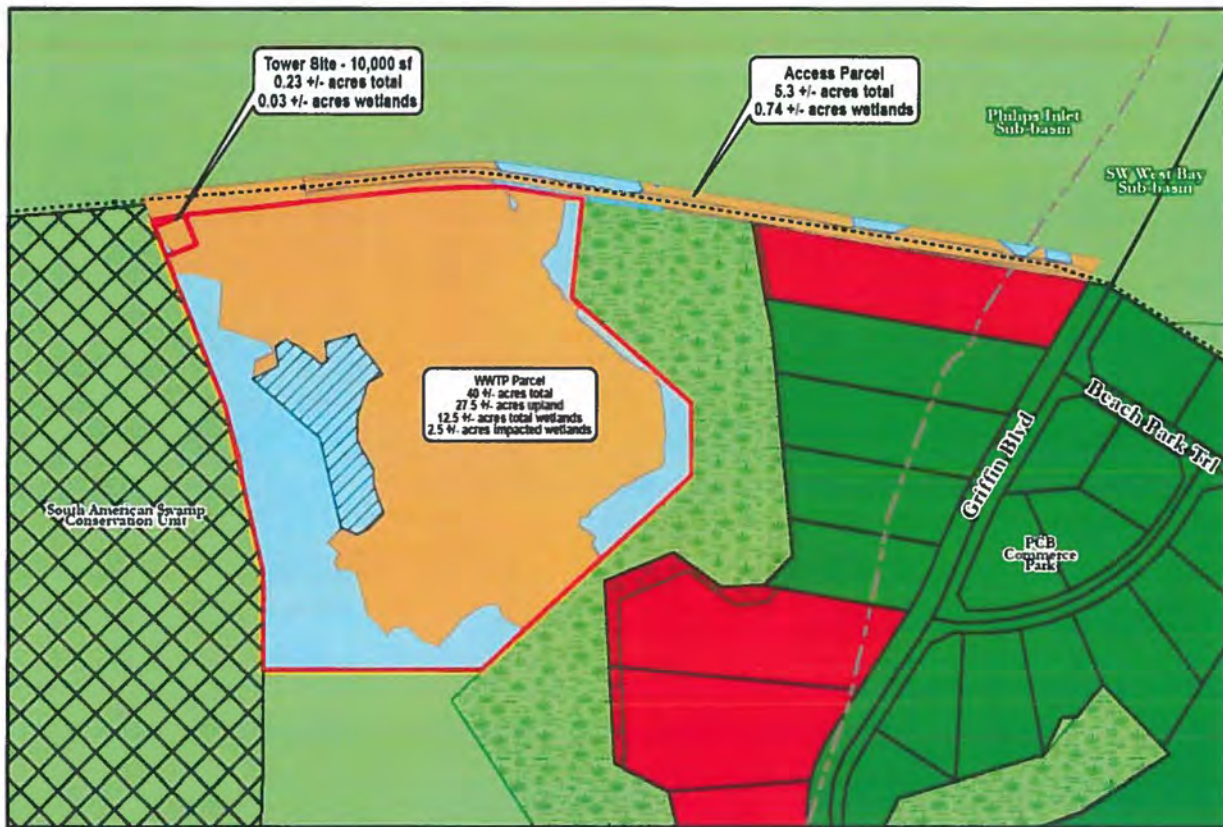
By: _____

Name: _____

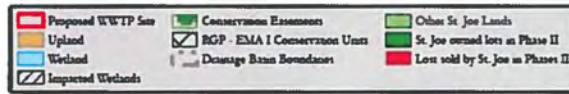
Title: _____

Date: _____

EXHIBIT "A" PROPERTY



Panama City Beach Potential WWTP Site



St. Joe Company GIS - CWP - 1/3/2018

1. Project Location (Not Precise Address)
MGA: 910 000000 000000

EXHIBIT "B"
EASEMENT

This instrument prepared by
and to be returned to:

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2018, by and between **THE ST. JOE COMPANY**, a Florida corporation, and **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company, with a post office address of 133 South Watersound Parkway, Watersound, Florida 32461 (collectively, "Grantor"), and the **CITY OF PANAMA CITY BEACH**, a municipal corporation, with a post office address of 110 South Arnold Road, Panama City Beach, Florida 32413 ("Grantee").

WITNESSETH:

1. That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its employees, agents, officers, representatives, independent contractors, guests, invitees and licensees, a non-exclusive, perpetual easement over, upon, under and across property located in Bay County, Florida and as more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Property"). The purpose of the easement is strictly limited to pedestrian and vehicular ingress and egress and utilities over, upon, under and across the Easement Property to serve Grantee's adjacent property.

2. The foregoing grant of easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors in interest or title and permitted assigns.

3. Grantee shall not be permitted to alter or improve the Easement Property in any manner, except as allowed in Paragraph 1. The cost of any and all improvements shall be borne solely by Grantee. Grantee shall be required to abide by the terms and conditions of any and all applicable permits governing the Easement Area.

4. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the subsurface, surface and air space over the Easement Property for any purpose which does not interfere with the rights herein granted to Grantee.

5. It is understood and agreed by and between Grantor and Grantee that to the extent the Grantee installs improvements within the Easement Property, that such improvements shall at all times be and remain the absolute property of the Grantee, and subject to its complete dominion and control.

6. Grantor reserves and shall have the right and authority to require that Grantee redesign, relocate or change the location of the Easement Property and/or any improvements constructed within the Easement Property as may be necessary or desirable in the sole judgment of the Grantor, upon reasonable notice. Grantee shall be solely responsible for the cost of relocation of any improvements.

7. To the extent not prohibited by applicable law, Grantor shall have no liability to Grantee or its employees, guests, invitees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Property. By acceptance of this easement, Grantee agrees to defend, indemnify and hold harmless Grantor and any subsidiaries and affiliated companies of Grantor, its officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance or otherwise), including legal fees and expenses, of whatever kind or nature to the extent arising out of use of the Easement Property by Grantee, its employees, guests, agents, invitees or independent contractors.

8. Grantee, by acceptance of this easement, hereby agrees to maintain the Easement Property in good repair and shall at all times keep the Easement Property clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects that may interfere with the use of the Easement.

9. Grantee agrees to provide reasonable restoration to the Easement Property and surrounding area as a result of its installation, operation, maintenance, repair or reconstruction of improvements to the Easement Property.

10. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with uses of the adjacent property owned by Grantor.

11. The easement conveyed herein shall continue in effect for so long as Grantee shall use the Easement Property for its intended purpose as expressed herein. In the event Grantee abandons or ceases to use the Easement Property for the purposes set forth in this Easement Agreement for a period of six (6) months or longer, all rights herein granted shall be considered abandoned. Upon such abandonment, the parties agree that Grantor shall have the right, without any further authority of Grantee, to record in the Official Records of Bay County, Florida an affidavit describing the abandonment of the easement and declaring this Easement Agreement to be terminated. The parties further agree that such affidavit shall be sufficient and competent evidence of such abandonment and termination without further documentation by either Grantor or Grantee.

12. Grantor may terminate this Easement Agreement in the event Grantee fails to comply with the terms of this Easement Agreement.

13. The Easement Property is subject to the St. Joe Ecosystem Management Agreement (the "EMA") for Bay and Walton Counties entered into by The St. Joe Company and the Florida Department of Environmental Protection ("FDEP") October 11, 2004, and to the Regional General Permit SAJ-86 ("RGP") covering a regional area inclusive of the Property authorized by the Army Corp of Engineers ("Corps") on June 30, 2004, renewed June 23, 2009 and March 15, 2015. The EMA and RGP (SAJ-86) establish certain guidelines for regulatory permitting of the Easement Property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies and may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm>. Grantee acknowledges and agrees that any permitting contemplated pursuant to the EMA and RGP shall require The St. Joe Company to be a co-applicant under such applications. Grantee agrees to obtain any necessary permits related to wetlands impacts, subsequent mitigation and the management of stormwater or provision of stormwater improvements necessary to support the project in compliance with the EMA and RGP. Grantee shall be solely responsible for any and all costs related to the application for the EMA and RGP permits. Grantee agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event Grantee is

permitted to fill or otherwise impact any wetlands located on the Easement Property pursuant to the EMA and/or RGP, Grantee agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, Grantee acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA. Grantee shall defend, indemnify and hold The St. Joe Company harmless from and in respect to any loss, costs, expenses and damages associated with either (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Easement Property, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore said property to its original condition prior to filling or impacting pursuant to the written direction of The St. Joe Company and/or applicable governing authorities or (b) Grantee's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA.

14. Except as expressly provided in this paragraph, without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion, the Grantee shall not assign, transfer or license all or any portion of its interests under this Easement Agreement in any manner and shall not delegate any of its obligations under this Easement Agreement in any manner.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be executed on the day and year set forth above.

Signed, seal and delivered
in the presence of

THE ST. JOE COMPANY,
a Florida corporation

Name: _____

By: _____

Name: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of The St. Joe Company, who is personally known to me.

My commission expires:

(Notary Public - Signature)

Signed, seal and delivered
in the presence of

**ST. JOE TIMBERLAND COMPANY OF
DELAWARE, L.L.C.,**
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of St. Joe Timberland Company of Delaware, L.L.C., who is personally known to me.

My commission expires:

(Notary Public - Signature)

CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

ATTEST:

By: _____
_____, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by Mario Gisbert and _____, as City Manager and City Clerk of the City of
Panama City Beach, who are personally known to me.

My commission expires:

(Notary Public - Signature)

EXHIBIT "A"
EASEMENT PROPERTY