

Agenda Packet

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 28, 2018
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN CASTO
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CASTO
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JUNE 14, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS
 - 1 INTRODUCTION OF C.A.R.E. ORGANIZATION.
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 18-106, JULY 4TH "STAR SPANGLED SPECTACULAR" ROAD CLOSURE. "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of Pier Park Drive from LC Hilton Drive to Front Beach Road on July 4, 2018, for the "Star Spangled Spectacular" event."*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	KJ	MOONRAKER PLAT APPROVAL, <u>PUBLIC HEARING.</u>
2	MG	RESOLUTION 18-105, AMENDING SICK LEAVE POOL POLICY RELATED TO VOLUNTARY EARLY PAYOUT AND BUDGET AMENDMENT #35.
3	MG	RESOLUTION 18-107, BUDGET AMENDMENT #34 RELATED TO ACCRUED LEAVE PAYOUT.
4	MG	RESOLUTION 18-108, SALE OF SURPLUS CITY PROPERTY, 100 ARGONAUT STREET.
5	MG	RESOLUTION 18-109, BUDGET AMENDMENT # 38 RELATED TO ADDITIONAL BUILDING INSPECTIONS & PLAN REVIEW SERVICES WITH GORDON & ASSOCIATES.
6	MG	RESOLUTION 18-110, INITIAL ASSESSMENT RESOLUTION FOR 2018 NUISANCE ABATEMENT ROLL.
7*	KJ	RESOLUTION 18-111, MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., RELATED TO CRA MAJOR TRANSPORTATION ENGINEERING & DESIGN SERVICES AND TASK ORDER 2018-01.

- 8 MG RESOLUTION 18-112, SALE OF SURPLUS CITY PROPERTY, 224 16TH STREET.
- 9 MG ORDINANCE 1463, PROHIBITING LOITERING AND OTHER CERTAIN ACTIVITIES AT PUBLIC TRANSIT SHELTERS, 1ST READING.

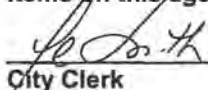
XI. DELEGATE AND STAFF REPORTS

- 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.**

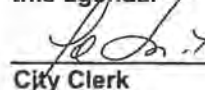
***Action items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.**

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.

 6/22/18
 City Clerk Date

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

 6/22/18
 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: 6/25/18, 2 P.M.

NEWS MEDIA	CONTACT
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)

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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 June 14, 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 6 P.M. with Council Members, City Manager, City Clerk and City Attorney present.

Pastor Ramon Duvall of the Beachside Fellowship Church gave the invocation and Councilman Solis led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of May 24, 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 Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	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 Solis	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Mayor Thomas	Aye

PRESENTATIONS

1 CAPITAL PLANNING AND O&M COST ESTIMATION PRESENTATION. Mr. David Scruggs of ZHA presented the Capital Improvement Plan and the Operation & Maintenance Cost Estimation. He explained the methodology they used to create four reports which could be used as tools moving forward; 1) condition report, 2) deficiency report, 3) renewal schedule and 4) renewal summary. He explained each report at length and the Capital Improvement Schedule. He said to bring this building up to standard, it would be 51% of the value of the building which meant it had lived past its life cycle.

Mr. Gisbert added that each report was given to the Department Heads to maintain as they were living documents and invaluable in projecting future budgets. Mr. Scruggs projected out ten years in the renewal summary, starting in 2017 and \$4.6 Million Dollars behind in maintenance. Over the ten years, approximately \$14.5 Million Dollars in maintenance for the buildings should be scheduled. Mr. Gisbert said this report was used as a tool to complete the 2017-2018 budget and some maintenance items were done ahead of schedule.

Mr. Nate McKinley of Gortemoller Engineering said his firm performed the roadway evaluation, assessment, ratings, and cost estimations. He identified the three categories of roads; the CRA roadways, the non-CRA roadways, and CRA connecting roadways. For the non-CRA roadways, they examined 66 miles and 245 roads. His firm performed site visits and detailed analysis of road conditions and then created a ranking system for the roads and identified those in need of the greatest maintenance. Each pavement was evaluated according to the FDOT's 2015 Flexible Pavement Condition

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Survey criteria and scored on five factors (cracking, raveling, patching, rut rating and ride rating). After evaluation, a rating was assigned, A,B,C,D or F.

Mr. McKinley said they also evaluated 11 miles of CRA-improved Front Beach Road and 6.5 miles of CRA connector roads. He said they evaluated South Thomas Drive, Front Beach Road Segments 1 and 2, Richard Jackson Blvd, Churchwell Drive, and Powell Adams Road. Their evaluation included numerous site visits, review of drainage characteristics and safety standards. Based on these evaluations and FDOT's maintenance rating program, long-term maintenance plans for these roadways were developed. They also developed long-term operational and maintenance costs which included annual O&M costs for each Segment.

Mr. McKinley said they also evaluated approximately 12.5 miles of unimproved CRA roadways, 70% of the Front Beach Road corridor and connector roads. The evaluations included numerous site visits and evaluations of drainage characteristics. Based on those evaluations, a roadway ranking system was developed, A-F, similar to the non-CRA roads. A cost per mile for milling and resurfacing was estimated and used to develop the long-term 20 year operational and maintenance cost which included the annual O&M cost. Mr. McKinley reported various streets and gave their ranking. Ultimately, for the non-CRA roads, 4 roads were graded A, 47 B, 109 C, 62 D, and 23 F(10%). Another graph identified the F ranked roads, with Sellers Street ranked #1. Mr. Gisbert said the last resurfacing contract addressed some of these F roads. Mr. McKinley said they estimated a cost of \$850,000 to \$1,000,000 per year to resurface these roads for the next twenty years with a total estimated cost of \$18.6 Million Dollars. Mr. Gisbert said the twenty-year cycle was now attainable due to the Half-Cent Sales Tax.

For the CRA roads, they also ranked the roads with a letter grade varying from one A to 8 Ds. They ranked R Jackson Blvd. as a C and Churchwell Drive as a C, and Mr. Gisbert explained Churchwell was done in 2009 and Richard Jackson in 2008. Mayor Thomas asked if the City should be concerned over the B ranked roads that were not that old. Mr. McKinley explained the various reasons they could have received that ranking, and Councilman Casto mentioned those roads were not residential roads and a commercial road would have a lesser life. He added that FDOT had most of their roads on a ten year schedule. He displayed an annual Operations & Maintenance schedule for the CRA and CRA-connector roads totaling \$2.4 Million Dollars. He also displayed annual milling and resurfacing costs for the CRA and CRA connector roads.

Mr. McKinley said they recommended for budgeting that the City plan for Non-CRA roads to budget between \$850,000 to \$1,000,000 annually. For the CRA and CRA-Connector roads, once developed, the budget recommended was \$2.4 Million Dollars annually. For the CRA roads (unimproved) for milling and resurfacing, they estimated \$460,300 annually.

Councilman Chester questioned the cost difference in bringing an F road up to a C as opposed to bringing an F up to an A. Mr. McKinley explained the 20 year cycle and Councilman Casto said it depended upon the traffic. Mr. Gisbert said these would be tools and living documents.

2 BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman McConnell introduced Mr. Kenneth Garner and presented him with the Civic Achievement Award for exemplary service to the Beach Boys and Girls Club. He then congratulated Mr. Garner. The audience responded with applause.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:40 P.M. and invited comments.

1 Mr. Tod Ingram, 12202 Hutchison Blvd. Mr. Ingram spoke briefly of Ordinance 1455 and Mayor Thomas asked that he hold his comments until the Public Hearing for that matter. He agreed.

With nothing further, the Public Hearing was closed at 6:41 P.M.

CONSENT AGENDA

Ms. Smith read the Consent Agenda Items by title.

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."

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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."*

Councilman McConnell made the motion to approve the Consent Agenda. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

REGULAR AGENDA

ITEM 1 EXAMINING BOARD MEMBER APPOINTMENTS. Mr. Leonard explained that four members of the Examining Board would have their terms expire July 22nd and the qualifications were that each seat would be filled by someone with a Master Certificate in his field of Heating and Air, Gas, Electrical or Plumbing. Three of the four members at the last meeting said they would serve again, with the fourth being absent. Another gentleman having a Master Certificate offered to serve in his place. Councilman McConnell recommended that the seats be advertised to the public and there were no objections. The Council directed staff to advertise the open positions on the Examining Board.

ITEM 2 SET A DATE FOR PUBLIC HEARING FOR CARL ALLEN HEIGHT INCENTIVES HEARING. Ms. Myers said the Planning Board considered a height incentive request and recommended approval. The Council had the final action and could hold the Hearing anytime after July 5th. Mayor Thomas suggested 5:00 P.M. prior to the regular 6:00 P.M. July 12th meeting. There were no objections.

ITEM 3 ORDINANCE 1450, AMENDING LDC RELATED TO PUD MASTER PLAN AMENDMENT AND INVALIDATION PROCESS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1450 by title. Mayor Thomas opened the Public Hearing at 6:47 P.M. and asked for comments. There were none. He closed the Public Hearing at 6:47 P.M. Councilman Casto made the motion to approve Ordinance 1450. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

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ITEM 4 ORDINANCE 1452, UPDATING CHAPTER 25 RELATED TO CODE ENFORCEMENT, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1452 by title. Mayor Thomas opened the Public Hearing at 6:48 P.M. and asked for comments. There were none. He closed the Public Hearing at 6:48 P.M. **Councilman Solis made the motion to approve Ordinance 1452. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 5 ORDINANCE 1453, PAINTING OF BOARDS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1453 by title. Mayor Thomas opened the Public Hearing at 6:49 P.M. and asked for comments. There were none. He closed the Public Hearing at 6:49 P.M. Councilman Solis mentioned the ten day grace period and Ms. Myers responded that the threshold for painting would be after the building was boarded for ten days. **Councilman Solis made the motion to approve Ordinance 1453. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 6 ORDINANCE 1454, AMENDING LDC RELATED TO WINDOW SIGNS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1454 by title. Mayor Thomas opened the Public Hearing at 6:50 P.M. and asked for comments. There were none. He closed the Public Hearing at 6:50 P.M. **Councilman McConnell made the motion to approve Ordinance 1454. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 7 ORDINANCE 1455, AMENDING LDC RELATED TO COMMERCIAL VEHICLES IN RESIDENTIAL DISTRICTS, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1455 by title. Mayor Thomas opened the Public Hearing at 6:52 P.M. and asked for comments.

Mr. Tod Ingram, 12202 Hutchison Blvd. Mr. Ingram read portions of the Ordinance and asked for clarification of three rental vehicles at one location using examples. Ms. Myers responded that this Ordinance pertained to single-family residential and the commercial message on the vehicles triggered the Ordinance. Councilman McConnell said he understood the intent of the Ordinance was to mitigate commercial activity operated in a single-family residential home. Councilman Chester mentioned three residents bringing their commercial vehicles home which would trigger this Ordinance. Councilman Casto mentioned contractors working on a home, and Mayor Thomas said the intent was not for workers but instead someone running a business out of the house. Ms. Myers said this was recommended by Code Enforcement due to problems occurring over the years. Mr. Leonard confirmed this was the recommendation from the Code Enforcement Manager which would help in some situations.

Ms. Colleen Swab, California Cycles. Ms. Swab said she opposed this Ordinance. With no further comments, the Mayor closed the Public Hearing at 7:03 P.M. **Councilman Solis made the motion to approve Ordinance 1455. Mayor Thomas passed the gavel to Vice-Mayor Chester and seconded the motion. The motion failed by majority roll call vote recorded as follows:**

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

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Vice-Mayor Chester passed the gavel back to Mayor Thomas.

ITEM 8 ORDINANCE 1456, AMENDING LDC RELATED TO CONDITIONAL USES TERMINATION, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1456 by title. Mayor Thomas opened the Public Hearing at 7:05 P.M. and asked for comments. There were none. He closed the Public Hearing at 7:05 P.M. **Councilman Chester made the motion to approve Ordinance 1456. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 9 ORDINANCE 1457, AMENDING LDC RELATED TO LANDSCAPING REQUIREMENTS FOR VEHICULAR USE AREAS OF NONCONFORMING USES, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1457 by title and said this Ordinance came with the Planning Board's recommendation. Mayor Thomas opened the Public Hearing at 7:06 P.M. and asked for comments.

Mr. Frank Sewell said there were parking issues on Front Beach Road now and landscaping would take valuable space better used for parking. Councilman Solis clarified that this Ordinance actually relaxed the landscaping requirements for nonconforming uses. With no further comments, Mayor Thomas closed the Public Hearing at 7:09 P.M. **Councilman Chester made the motion to approve Ordinance 1457. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 10 ORDINANCE 1458, AMENDING LDC RELATED TO TRANSIENT RESIDENTIAL RENTAL SIGNAGE, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1458 by title. Mayor Thomas opened the Public Hearing at 7:09 P.M. and asked for comments. There were none. He closed the Public Hearing at 7:09 P.M. **Councilman McConnell made the motion to approve Ordinance 1458. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 11 ORDINANCE 1459, PROHIBITING SEMITRAILERS AND TRUCK TRACTOR PARKING ON UNPAVED ROW, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1459 by title. Mayor Thomas opened the Public Hearing at 7:10 P.M. and asked for comments. There were none. He closed the Public Hearing at 7:10 P.M. **Councilman Casto made the motion to approve Ordinance 1459. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 12 ORDINANCE 1460, UPDATING CHAPTER 12 RELATED TO GARBAGE AND TRASH, 2ND READING, PUBLIC HEARING AND ADOPTION. Ms. Myers read Ordinance 1460 by title. Mayor Thomas opened the Public Hearing at 7:11 P.M. and asked for comments. There were none. He closed the Public Hearing at 7:11 P.M.

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Councilman Chester made the motion to approve Ordinance 1460. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 13 RESOLUTION 18-102, BID AWARD- CITY HALL CONSTRUCTION AND BUDGET AMENDMENT #32. Ms. Myers read Resolution 18-102 by title. Councilman McConnell explained that the Town Hall meeting he had planned had been canceled due to a death in the family, and he asked Mr. Gisbert to give the presentation which had been planned for that meeting.

Mr. Gisbert made a presentation and gave a brief history with City Hall replacement talks beginning in 2005. He displayed the drawing of the proposed new building compared to the current City Hall built in 1969/1970 as a gymnasium and then later converted to a City Hall. He spoke of the proposed layout providing sufficient parking with an option to add additional parking and public spaces between the parking lots. He reminded that the earlier presentation by ZHA had detailed City Hall's deficits totaling approximately \$860,000. He continued that Staff and Council had outgrown the building. Repairs to this building had been delayed due to the future replacement, with the carpet, water system, electrical system, and mechanical system needing replacement. Mr. Gisbert said it would take major renovations to update this building and bring it up to current codes. Estimated costs to renovate City Hall would be more than Two Million Dollars and Staff did not recommend this because the building had exceeded its useful life.

The City Manager explained the Master Plan with an upgraded Council Chamber, office space for present and future needs, security features, areas for visiting media, and a level of security at the front desk. He displayed a construction schedule with estimated completion of the building in six to eight months. Mr. Gisbert continued that the additional parking and public space were not a necessity but that it made sense to add them while the contractor was on site.

At the Mayor's request, Mr. Gisbert said the current proposal was \$3,340,533 for the new building which would include the demo of the old building and Tag office as well as new sod. The alternative would be \$3,782,652 which would include the additional parking and public spaces. He stated that he had the draft Resolutions and appropriate Budget Amendments for both options. Mayor Thomas said there were times that the current parking lots were crowded and he said personally, he thought the City should do all of the plan.

Councilman McConnell said this building was way overused and did not meet current codes for fire, hurricanes, or the ADA. He said the previous Councils had discussed the issue and the money was available. The City was heavily investing funds now in infrastructure for roads and stormwater, and this had been neglected for a long time and he thought this was a good thing.

Councilman Casto asked if the funds for this project was part of the reserves held in the event of a hurricane or emergency. Ms. White responded that at the end of 2018, the projected unrestricted reserves in the General Fund would be \$19.5 Million Dollars with \$5.5 Million Dollars as emergency reserves. She said the City had been saving funds for many years so there was quite a bit of money set aside for numerous capital projects, this being one of them. Ms. White said if Council elected to approve this project, there would remain significant reserves.

Councilman Casto asked Mr. Gisbert which portions of the bid had been removed as the original bid from GAC was \$3.9 Million Dollars. Mr. Gisbert replied that he recommended not doing the wood finishes in the rooms or installing the dumb waiter to the second floor. He also confirmed that the building was designed for the higher wind load, the same as the other two new buildings. Ms. White added that the Police and Public Services buildings were built with cash on hand and the new building would be built with cash on hand and no debt.

Mr. Scruggs said the life expectancy of the new building would also be approximately 50 years and added that erecting the new building would remove \$800,000 from the \$5 Million Dollar deficit. The Mayor asked if there were any further questions and there were none. **Councilman McConnell made the motion to approve**

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the alternate Resolution 18-102 priced at \$3.7 Million Dollars. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 14 RESOLUTION 18-100, BID AWARD- CONSERVATION PARK PARKING EXPANSION. Ms. Myers read Resolution 18-100 by title. Councilman Solis said Staff should move forward as quickly as possible to purchase the land. Mr. Gisbert said in conversations with St. Joe, they were willing to enter into a 20 year lease and he would continue discussing the purchase. **Councilman Casto made the motion to approve Resolution 18-100. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 15 RESOLUTION 18-104, WWTF FUTURE SITE VACANT LAND PURCHASE. Ms. Myers read Resolution 18-104 by title. She stated that Staff hoped to have the survey within the next two weeks to determine the final price. The purchase price would be \$23,696.43 for each developable acre and \$3000 per acre for wetland, estimated at \$663,500. **Councilman Chester made the motion to approve Resolution 18-104 Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:37 P.M.

1 Mr. Burnie Thompson, Mr. Thompson spoke of a recent Sunshine Law case related a speaker being required to give their name violating their 1st Amendment rights. Ms. Myers said she did not believe that pertained to the City and that its rules could remain in effect. Mr. Thompson also handed Ms. Myers copies of the 2017 Sunshine Law Manual for the Council members.

2 Mr. Jim Phillips, 212 Wiregrass. Mr. Phillips asked for assurances that the City Hall construction would stay within budget and spoke of recent cost overruns across the bridge.

With no further comments, Mayor Thomas closed the Delegations period at 7:40 P.M. and explained that GAC won the bid which was a flat price and no more.

Ms. Myers had no report.

Mr. Gisbert reported the jobs and the bids posted on the website.

COUNCIL COMMENTS

Councilman Casto had no comments. Councilman Chester reported over 3000 youth at the Summer Extreme at Edgewater and invited all to a concert occurring that evening at Edgewater. Councilman Solis asked Mr. Gisbert to report the track record of GAC on the recent two buildings. Mr. Gisbert said the buildings had been built under cost and completed ahead of schedule. Councilman McConnell spoke of the recent death of his father and thanked the employees and Council for the flowers, and the numerous notes from residents and friends. Mayor Thomas said one issue to consider after listening to the cost of the CRA was that the CRA bonds required assessments to pay for the work, and for many years, the past City Councils had delayed implementing

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the assessments. He said there will not be many more years before the assessments were a necessity and the cost will be so high that they were unaffordable. He urged the other Council members to consider the matter as the issue should be discussed soon.

The meeting was adjourned at 7:45 P.M.

READ AND APPROVED this 28th of June, 2018.

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

ATTEST:

Mayor

City Clerk

CONSENT AGENDA

ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
JUNE 28, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-106 to close portions of roads in Pier Park on Wednesday, July 4, 2018 for the Event.

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 Star Spangled Spectacular event will be held on Wednesday, July 4, 2018. This holiday event will draw crowds throughout the day as it culminates in the largest fireworks display on the Gulf Coast.

The event necessitates careful traffic control and extraordinary usage of Pier Park Drive from LC Hilton Drive to Front Beach Road.

Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION NO. 18-106

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER PARK DRIVE FROM LC HILTON DRIVE TO FRONT BEACH ROAD ON JULY 4, 2018, FOR THE "STAR SPANGLED SPECTACULAR" EVENT.

WHEREAS, the "Star Spangled Spectacular" (the "Event") is being held at Pier Park on Wednesday, July 4, 2018.

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Pier Park Drive from LC Hilton Drive to Front Beach Road, in the corporate limits of Panama City Beach

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that:

1. Pier Park Drive from LC Hilton Drive to Front Beach Road shall be closed to vehicular traffic for the Event during the hours of 12:01 A.M. on July 4, 2018 until 12:01 A.M. on July 5, 2018.
2. During the hours of 12:01 A.M. on July 4, 2018 until 12:01 A.M. on July 5, 2018 all vehicular traffic shall be rerouted or otherwise controlled on certain sections of Pier Park Drive from LC Hilton drive to Front Beach Road per the attached map which accompanies this Resolution to accommodate the Event.
3. This Resolution shall take effect immediately upon its passage.

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

CITY OF PANAMA CITY BEACH

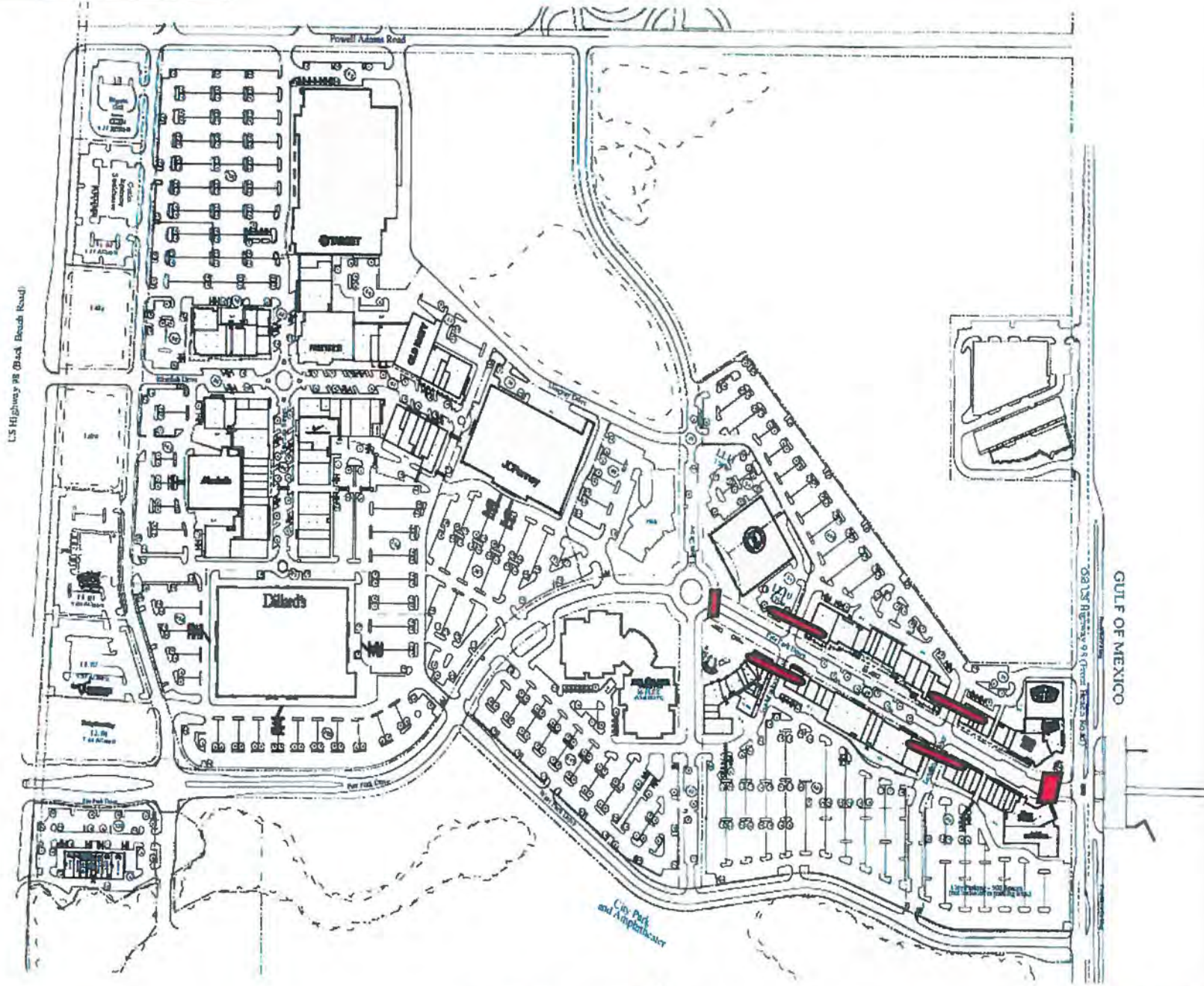
By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

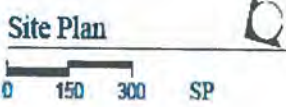
This exhibit is provided for public information only, and shall not be deemed to be a warranty, representation or agreement by the Center, its owners, tenants, or any other person. The Center, its owners, tenants, or any other person shall not be liable for any damages, including reasonable attorneys' fees, incurred by any person as a result of the use, modification and occupancy of the Center at any time.

Fourth of July Road Closure Request 12am July 4th to 12am July 5th



CONSENT
AGENDA ITEM # _____

Master Plan, July 24, 2017



Pier Park
600 Pier Park Drive
Panama City Beach, FL 32413
CORP # 4784



Jo Smith

From: Michael.Denton@simon.com
Sent: Wednesday, June 13, 2018 1:25 PM
To: Jo Smith
Subject: Re: July 4th
Attachments: 4th of July PierPark map.pub

Jo, Thanks for the reminder. Attached is the proposed road closure map. Closure would be Pier Park Drive from LC Hilton to Front Beach Road. We would like to close from 12am July 4th through 12am July 5th .

Dinosaurs just opened at 1pm today and will be open 10am-10pm every day. They have detail here on their Facebook page <https://www.facebook.com/DinosaursPCB/>

Mike Denton
Director of Marketing and Business Development
Pier Park


SIMON
600 Pier Park Drive Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974
michael.denton@simon.com

SIMON.COM

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From: Jo Smith <jsmith@pcb.gov.com>
To: "Michael.Denton@simon.com" <Michael.Denton@simon.com>
Date: 06/13/2018 11:11 AM
Subject: July 4th

Michael,
I know it is a little early but I will only have one more Council meeting before the holiday. Do you still want some of your streets closed for the holiday? If you do and have time, please send me the info and map, and I will get ready for the 6/28 meeting...
Thanks,
Jo

PS-don't forget dinosaurs!

Jo Smith

REGULAR AGENDA

ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

06/28/2018

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Moonraker subdivision.

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
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's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Moonraker development is located on the northeast corner of Middle Beach Road and Alf Coleman Road. The site and engineering plans have been approved for this subdivision. Infrastructure has been constructed for the proposed 85 residential lot subdivision. The public hearing to consider this plat has been publicly advertised for the Council meeting. At the time of this memo, the as-builts have not been received for review and approval and there are still outstanding items that need to be corrected in the field. If all of this has not been completed by the time of the Council meeting, staff will request the hearing to be opened and continued.

Staff has reviewed the subject plat and determined that, if outstanding items are addressed, it meets applicable requirements.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT BAY MOONRAKER (11) 2017, LLC, A FLORIDA LIMITED LIABILITY COMPANY...

A PORTION OF THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA...

MOONRAKER
A SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA
JUNE 2018

BOOKS OF DEEDS
1: 2016-17 MOONRAKER, BOWSHAW'S HOTEL, MONTHLY SPA, AND LEGEND
2: BAY BEACH
3: BAY BEACH

PLAT BOOK PAGE
SHEET 1 OF 4



CONSENT OF MORTGAGEE

WARRANT BANK, THE MORTGAGEE UNDER THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 2243 PAGE 212 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA HEREBY CONSENTS TO THE RECORDING OF THIS PLAT

CONSENT OF MORTGAGEE

BAY HORTON, THE MORTGAGEE UNDER THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 2243 PAGE 212 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA HEREBY CONSENTS TO THE RECORDING OF THIS PLAT

ACKNOWLEDGMENT

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NATHAN L. DOB, PRESIDENT OF BAY MOONRAKER (11) 2017, LLC, WHO HAS BEEN IDENTIFIED AS A VALID DRIVER LICENSE AS IDENTIFICATION, AND WHO HAS ACKNOWLEDGED EXECUTION OF THIS INSTRUMENT...

ACKNOWLEDGMENT

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED D JOEL COLEMAN, ASSISTANT VICE PRESIDENT, MCG OF D.R. HORTON, INC., WHO HAS BEEN IDENTIFIED AS A VALID DRIVER LICENSE AS IDENTIFICATION, AND WHO HAS ACKNOWLEDGED EXECUTION OF THIS INSTRUMENT...

WITNESSES
BAY MOONRAKER (11) 2017, LLC
BY: NATHAN L. DOB, CEO MEMBER
WITNESS: ITS S/O MEMBER
ACKNOWLEDGMENT
BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED NATHAN L. DOB...



CERTIFICATE OF TITLE

THE UNDERSIGNED TITLE EXAMINER, AN ASSISTANT VICE PRESIDENT OF ALLIANT NATIONAL TITLE INSURANCE COMPANY, A TITLE INSURANCE COMPANY LICENSED IN THE STATE OF FLORIDA...

NOTICE

THIS PLAT, AS RECORDED IN ITS OFFICIAL FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL BE NO OPERATIVE IN ANY COUNTY OR CITY OFFICIAL RECORDS...

NOTE

ALL PLATTED UTILITY EASEMENTS, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICE, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICE SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR ANY OTHER PUBLIC UTILITY...

TAX COLLECTOR'S STATEMENT

I, CLAYC PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR 2017 TO THE BEST OF MY KNOWLEDGE.

CERTIFICATE OF CLERK

I, BILLY ANDERSON, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD IN RECORD BOOK NO. 17, PAGE 277.

CITY SURVEYOR'S CERTIFICATE

I, JONATHAN H. COLEMAN, CITY SURVEYOR UNDER CONTRACT TO AND FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT, 'MOONRAKER', AND HEREBY CERTIFY THAT IT COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 176, FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, 'MOONRAKER', IS A TRUE AND CORRECT REPRESENTATION OF THE LOTS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 179, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE POINTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

SURVEYOR'S NOTES
1. BOUNDARY MONUMENTS ARE ALIGNED TO FLORIDA STATE PLANE COORDINATES, NORTH POLE, AND TRAILING U.S. BOUNDARY FEET.

SYMBOLS & ABBREVIATIONS

- 1 - 10' x 10' CURB CONCRETE TO 10' DIA. (SEE PLAN)
2 - 15' x 15' CURB CONCRETE TO 15' DIA. (SEE PLAN)
3 - 24" x 24" CURB CONCRETE TO 24" DIA. (SEE PLAN)
4 - 36" x 36" CURB CONCRETE TO 36" DIA. (SEE PLAN)
5 - 48" x 48" CURB CONCRETE TO 48" DIA. (SEE PLAN)

Table with 4 columns: Curve No., Curve Length, Radius, and Chord Bearing/Chord Length.

AGENDA ITEM #

1

PANK CASTO, COUNCIL MEMBER, BOARD 1

MICHAEL T. SHERIDAN, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, 'MOONRAKER', AND FIND THAT IT COMPLES WITH ALL APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA.

MICHAEL T. SHERIDAN, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT, 'MOONRAKER', AND FIND THAT IT COMPLES WITH ALL APPLICABLE REGULATIONS FOR SUBDIVISIONS WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA.

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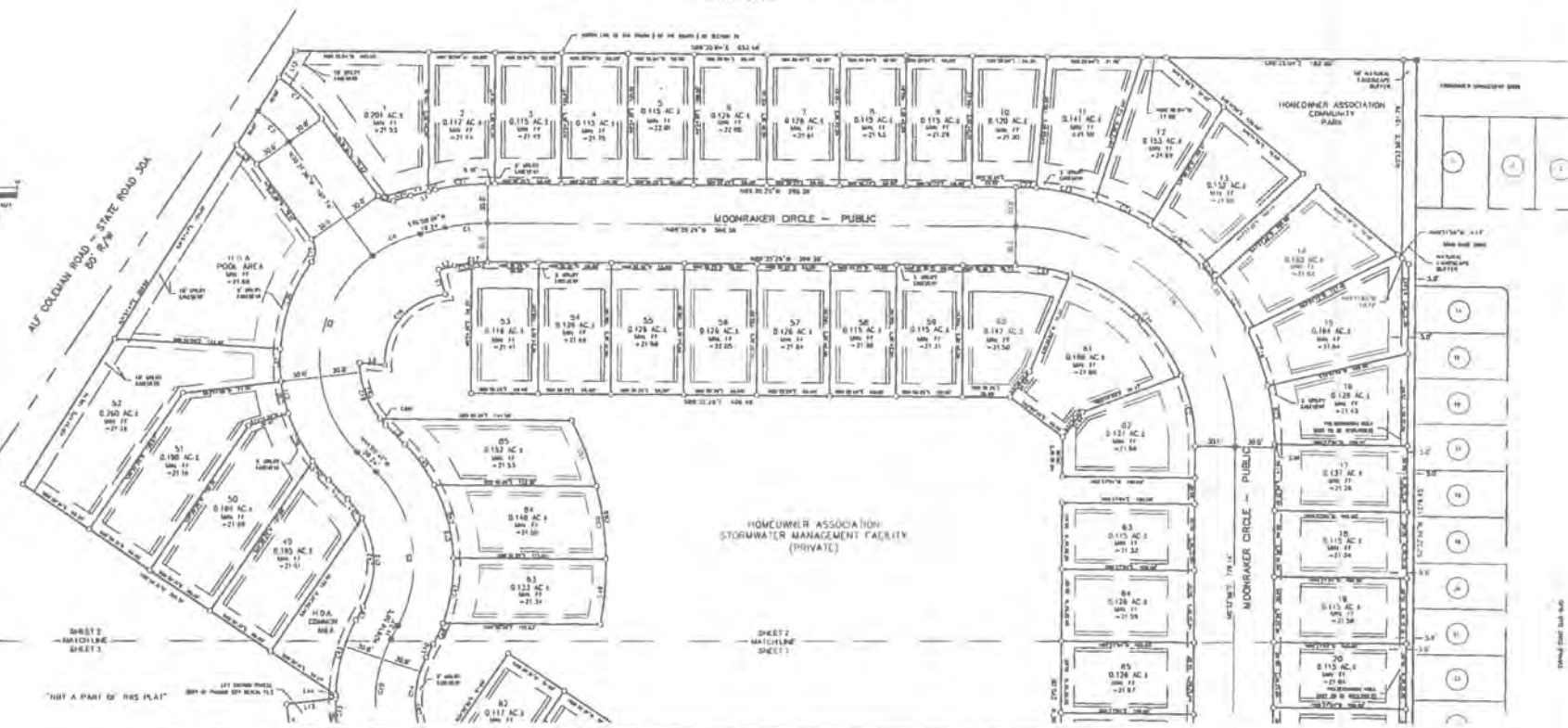


MOONRAKER

A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA
JUNE 2018

INDEX OF SHEETS

- 1. OVERALL BOUNDARY, DIMENSIONS, NOTES, UTILITY MARK, AND LEGEND
- 2. LOT 1-20
- 3. LOT 21-40
- 4. LOT 41-60



Line Table				Curve Table				Curve Table				Curve Table			
Line #	Bearing	Length		Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
11	S78°00'00"W	18.24		17	32.28	110.00	14°21'21"	S27°14'12"W	32.28	17	32.28	110.00	14°21'21"	S27°14'12"W	32.28
12	S78°00'00"W	12.24		18	208.84	100.00	107°12'27"	S14°01'00"W	173.40	18	208.84	100.00	107°12'27"	S14°01'00"W	173.40
13	S78°00'00"W	17.68		19	33.48	89.00	18°11'27"	N43°07'25"W	33.48	19	33.48	89.00	18°11'27"	N43°07'25"W	33.48
14	S78°00'00"W	3.20		20	28.88	100.00	27°04'32"	S64°48'07"W	30.72	20	28.88	100.00	27°04'32"	S64°48'07"W	30.72
15	S78°00'00"W	18.48		21	78.36	100.00	72°22'31"	N73°24'08"W	78.36	21	78.36	100.00	72°22'31"	N73°24'08"W	78.36
16	S78°00'00"W	19.12		22	281.16	100.00	80°08'21"	N44°11'13"W	228.94	22	281.16	100.00	80°08'21"	N44°11'13"W	228.94
17	S78°00'00"W	25.24		23	64.96	128.00	18°57'36"	N43°28'24"W	64.96	23	64.96	128.00	18°57'36"	N43°28'24"W	64.96
18	S78°00'00"W	30.24		24	12.84	18.00	71°07'32"	S72°01'32"W	12.84	24	12.84	18.00	71°07'32"	S72°01'32"W	12.84
19	S78°00'00"W	11.24		25	21.12	88.00	17°41'36"	N44°24'04"W	21.12	25	21.12	88.00	17°41'36"	N44°24'04"W	21.12
20	S78°00'00"W	11.24		26	148.56	100.00	71°02'24"	N69°02'36"W	148.56	26	148.56	100.00	71°02'24"	N69°02'36"W	148.56
21	S78°00'00"W	22.88		27	86.12	70.00	22°22'31"	N47°12'04"W	86.12	27	86.12	70.00	22°22'31"	N47°12'04"W	86.12
22	S78°00'00"W	22.88		28	182.48	100.00	81°26'27"	N42°14'21"W	173.67	28	182.48	100.00	81°26'27"	N42°14'21"W	173.67
23	S78°00'00"W	18.72		29	162.56	70.00	82°08'21"	S17°21'21"W	162.56	29	162.56	70.00	82°08'21"	S17°21'21"W	162.56
24	S78°00'00"W	19.12		30	148.56	100.00	82°04'21"	S17°14'21"W	148.56	30	148.56	100.00	82°04'21"	S17°14'21"W	148.56
25	S78°00'00"W	22.88		31	77.12	51.00	81°08'32"	S18°30'28"W	77.12	31	77.12	51.00	81°08'32"	S18°30'28"W	77.12
26	S78°00'00"W	22.88		32	117.84	100.00	14°18'24"	S62°18'18"W	117.84	32	117.84	100.00	14°18'24"	S62°18'18"W	117.84
27	S78°00'00"W	22.88		33	61.84	70.00	81°08'32"	S18°30'28"W	61.84	33	61.84	70.00	81°08'32"	S18°30'28"W	61.84
28	S78°00'00"W	22.88		34	117.84	100.00	14°18'24"	S62°18'18"W	117.84	34	117.84	100.00	14°18'24"	S62°18'18"W	117.84
29	S78°00'00"W	22.88		35	61.84	70.00	81°08'32"	S18°30'28"W	61.84	35	61.84	70.00	81°08'32"	S18°30'28"W	61.84
30	S78°00'00"W	22.88		36	117.84	100.00	14°18'24"	S62°18'18"W	117.84	36	117.84	100.00	14°18'24"	S62°18'18"W	117.84
31	S78°00'00"W	22.88		37	61.84	70.00	81°08'32"	S18°30'28"W	61.84	37	61.84	70.00	81°08'32"	S18°30'28"W	61.84
32	S78°00'00"W	22.88		38	117.84	100.00	14°18'24"	S62°18'18"W	117.84	38	117.84	100.00	14°18'24"	S62°18'18"W	117.84
33	S78°00'00"W	22.88		39	61.84	70.00	81°08'32"	S18°30'28"W	61.84	39	61.84	70.00	81°08'32"	S18°30'28"W	61.84
34	S78°00'00"W	22.88		40	117.84	100.00	14°18'24"	S62°18'18"W	117.84	40	117.84	100.00	14°18'24"	S62°18'18"W	117.84
35	S78°00'00"W	22.88		41	61.84	70.00	81°08'32"	S18°30'28"W	61.84	41	61.84	70.00	81°08'32"	S18°30'28"W	61.84
36	S78°00'00"W	22.88		42	117.84	100.00	14°18'24"	S62°18'18"W	117.84	42	117.84	100.00	14°18'24"	S62°18'18"W	117.84

SYMBOLS & ABBREVIATIONS:

- 1) - LINED SHADINGS
- N/E - NORTH OF EAST
- W - WORK DONE
- 1) - SET 3/8" CURVED IRON ROD 1.8" DIA
- 2) - IRON ROD 1/2" IRON ROD (NO 12)
- 3) - IRON ROD 1/2" IRON ROD (NO 10)
- 4) - SET 1/4" AND 3/8" I.B. 20011
- AC - ACRES
- 1)-128 - LINE TABLE
- CI-C80 - CURVE TABLE
- H.O.A. - HOMEOWNER OWNERS ASSOCIATION, INC.
- L - ARC LENGTH
- R - RADIUS
- B - BENCH MARK
- CU - CHORD BEARING
- CL - CHORD LENGTH

Dewberry
DEWBERRY ENGINEERS INC.
3625 N. W. 11TH AVENUE, SUITE 200
PANAMA CITY, FLORIDA 32404
PHONE: 904.232.8844 FAX: 904.232.8811
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LC 1611

AGENDA ITEM # 1

MOONRAKER

A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA
JUNE 2018

INDEX OF SHEETS:
1. OFFICIAL BOUNDARY, SURVEY, NOTES, PROPERTY MAP, AND LEGEND
2. DETAIL SHEET
3. DETAIL SHEET
4. DETAIL SHEET

PLAT BOOK PAGE
SHEET 3 OF 4



Line Table

Line #	Bearing	Length
112	N62°24'34"E	27.18
114	N62°01'27"E	29.86
116	S67°29'56"E	21.82
118	S58°20'37"E	16.53
119	S58°20'37"E	28.03
120	S33°21'19"W	1.87
121	S55°28'29"E	36.21

Curve Data

Curve #	Length	Status	Date	Chord Bearing	Chord Length
C1	116.32	60.00	7/27/21	N75°12'27"W	116.32
C2	88.12	70.00	7/27/21	N75°12'27"W	88.12
C3	190.48	130.00	8/24/21	N61°47'32"W	172.87
C4	102.50	70.00	8/24/21	N61°47'32"W	102.50
C5	148.58	100.00	8/24/21	S74°12'27"E	158.73
C6	70.71	70.00	8/24/21	N67°21'16"E	87.31
C7	80.08	100.00	2/29/18	S55°21'47"W	89.62
C8	7.78	150.00	1/23/21	S71°23'27"W	7.78
C9	58.92	130.00	2/28/21	N81°23'27"E	58.92
C10	77.81	130.00	7/15/21	N81°23'27"E	77.81
C11	50.26	210.00	7/15/21	N80°27'47"E	50.26
C12	30.62	130.00	1/24/21	S80°27'47"E	29.86
C13	1.28	150.00	1/23/21	S72°21'36"E	1.28
C14	80.28	130.00	2/28/21	S72°21'36"E	80.28
C15	34.67	130.00	1/23/21	S80°29'27"E	33.97
C16	20.57	100.00	1/24/21	S47°14'37"E	20.57
C17	61.94	70.00	8/28/21	N87°14'27"E	71.58
C18	15.71	100.00	8/28/21	N87°14'27"E	15.71
C19	15.71	100.00	8/28/21	S87°20'27"E	15.71
C20	34.57	130.00	1/23/21	N87°20'27"E	34.57

- SYMBOLS & ABBREVIATIONS**
- LD = LICENSED BUSINESS
 - R/W = RIGHT OF WAY
 - IMP. FT. = IMPROVED FINISHED FLOOR ELEVATION
 - X = MORE OR LESS
 - D = SET 3/8" CAPED HIGH ROD I & B (8011)
 - Ø = FOUND 3/8" HIGH ROD (NO I & B)
 - Ø = FOUND 1/2" HIGH ROD (NO I & B)
 - Ø = SET NAIL AND GUY I & B (8011)
 - AC = ACRES
 - L-TABLE = LINE TABLE
 - C1-C8 = CURVE TABLE
 - H.O.A. = MOONRAKER OWNERS ASSOCIATION, INC.
 - L = ARC LENGTH
 - R = RADIUS
 - ∠ = BEITA ANGLE
 - CB = CHORD BEARING
 - CL = CHORD LENGTH

BOUNDARY SURVEY
1. BY THE STATE OF FLORIDA
2. BY THE COUNTY OF BAY
3. BY THE CITY OF PANAMA CITY BEACH

AGENDA ITEM # 1

Dewberry
DEWBERRY ENGINEERS INC.
200 ARCADE DRIVE
PANAMA CITY, FLORIDA 32409
PHONE: 850.822.8844 FAX: 850.827.1911
WWW.DWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. 18-0011

MOONRAKER

A SUBDIVISION OF A PORTION OF SECTION 26 TOWNSHIP 3 SOUTH RANGE 16 WEST,
CITY OF PANAMA CITY BEACH, BAY COUNTY, FLORIDA

JUNE 2018

INDEX OF SHEETS
1. GENERAL REQUIREMENTS, WORKMAN'S WATER, WORTHY, MAR, AND STORMS
2. DETAIL SHEET
3. DETAIL SHEET
4. DETAIL SHEET



SCALE: 1" = 40'
1" = 80'
1" = 160'



Curve Table

Curve #	Bearing	Length
118	N60°20'25"W	20.13
119	S14°20'10"W	20.00
120	N48°20'42"W	56.00
121	N31°21'26"E	68.80
122	S2°32'54"W	22.21
123	S82°29'47"E	65.43
124	S55°30'47"E	29.57

Curve Table

Curve #	Length	Radius	Data	Chord Bearing	Chord Length
122	18.71	18.00	80°30'00"	N10°20'25"W	14.14
123	18.71	18.00	80°30'00"	S19°20'25"W	14.14
124	24.57	18.00	122°47'31"	N62°20'42"E	20.22
125	33.34	34.00	54°52'00"	N55°10'10"E	33.42
126	2.95	34.00	120°17'	S12°18'30"E	2.95
127	23.44	34.00	114°15'00"	N14°15'00"E	32.81
128	10.21	34.00	104°27'30"	N17°48'21"W	14.17

SYMBOLS & ABBREVIATIONS

- LI - LINED IMPASS
- ME - MEASUREMENT
- MIN FT - MINIMUM FINISHED FLOOR ELEVATION
- ± - MORE OR LESS
- - SET 5/8" CAPPED IRON ROD 1/8" DIA
- ⊕ - FOUND 1/8" IRON ROD (NO ID)
- ⊕ - FOUND 1/2" IRON ROD (NO ID)
- ⊕ - SET NAIL W/ID DIA 1/8" DIA
- AC - ACRES
- LI-L28 - LINE TABLE
- CI-C88 - CURVE TABLE
- HOA - HOMEOWNERS ASSOCIATION INC
- L - ARC LENGTH
- R - RADIUS
- ∠ - BEARING ANGLE
- CB - CHORD BEARING
- CL - CHORD LENGTH

Dewberry
DEWBERRY ENGINEERS INC.
701 MARSHALL PARKWAY
PANAMA CITY 3, FLORIDA 32405
PHONE: 904.232.1241 FAX: 904.232.1211
WWW.DWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. 18 0017

AGENDA ITEM # 1

REGULAR AGENDA

ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Mario Gisbert

2. MEETING DATE:

June 28, 2018

3. REQUESTED MOTION/ACTION:

Request Council to approve budget amendment #35 to appropriate funds for the early payment of a portion of vested sick leave as approved by the Council on May 24, 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)

At the Council meeting held May 24, 2018, City Manager, Mario Gisbert presented a plan which would allow employees with vested sick leave to voluntarily opt to be paid currently for a portion of their leave as opposed to being paid at separation of service. Council approved the early payment of up to 150 hours of vested sick leave. Subsequent to the May 24, 2018 meeting, all eligible employees (those with greater than 10 years of service as of May 31, 2018) were provided with a memo detailing the voluntary program and a form to complete to elect the amount of hours they wanted to be paid for "now versus later" up to a maximum of the lesser of 150 hours or their vested hours as of May 31.

121 City employees were eligible to participate in this program. 62 employees have elected to cash out sick leave hours currently and 59 have elected to leave their vested sick leave intact at this time.

The attached budget amendment #35 reflects the cost of paying out the 62 employees electing to cash out early - salary and benefits of approximately \$291,000. Adequate reserves for accrued compensated absences are available to fund the payout. STAFF recommends approval.

RESOLUTION 18-105

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S SICK LEAVE POOL GUIDELINES; AUTHORIZING A BUDGET AMENDMENT TO IMPLEMENT A VOLUNTARY EARLY PAYOUT OF ACCRUED SICK LEAVE HOURS TO ELIGIBLE EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 24, 2018, the City Council approved a Staff recommendation to provide for an early payout of accrued sick leave hours to eligible employees, setting the payout cap at 150 hours; and

WHEREAS, the Council further provided that an employee's accepting an early payout be required to use unpaid leave hours in an amount equal to those cashed out before applying to use hours to which they may be entitled in the City's sick leave pool.

THEREFORE, BE IT RESOLVED by the City of Panama City Beach, Florida, that:

1. The City hereby approves an amendment to the City's Sick Leave Pool policy, regarding the use of the pool, in substantially the form attached as Exhibit A and presented to the Council today.
2. The following budget amendment (BA#35) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, to implement the pay plan recommendation as shown in and in accordance with the attached and incorporated Exhibit B.
3. 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 _____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

E. USE OF SICK LEAVE FROM THE POOL

1. An employee who is on leave without pay for reasons other than a personal or family illness, accident, or injury shall not be eligible to receive sick leave from the pool.
2. Sick leave accumulated in the pool shall not be used by a participating employee until all personally accrued sick and annual leave have been used. **In addition, sick leave accumulated in the pool shall not be used by a participating employee who has accepted a voluntary payout of accrued leave until the employee has also utilized unpaid leave in an amount equal to the hours cashed out.**
3. Any sick leave in the pool shall only be used by a participating employee for the employee's personal illness, accident, or injury or the illness, accident or injury of the employee's child, parent or spouse. The following occurrences or situations shall not be considered personal illness, accident or injury for the purpose of this rule, and shall not entitle participating employees to draw from the sick leave pool;
 - a. Participating in or voluntary commitment to a psychiatric facility, detoxification center, or similar rehabilitation program;
 - b. Cosmetic surgery, unless such cosmetic surgery results in serious complications or was necessitated by an illness, accident, or injury not excluded under this subsection;
 - c. Intentionally self-inflicted injuries, such as resulting from a suicide attempt;
 - d. Illness, accident, or injury to a member of the employee's family who is not the employee's child, parent or spouse;
 - e. Personal illness, accident, or injury covered by Workers Compensation.
4. The sick leave pool committee may authorize the use of sick leave from the pool. Medical certification of the accident, illness, or injury for which the use of sick leave is requested must accompany the request.
5. Abuse of sick leave from the pool shall include, but not be limited to the following:
 - a. Misrepresentation of an illness, accident, or injury, or the circumstances surrounding it, in order to receive leave to which the employee is not entitled under the provisions of this rule;
 - b. Submission by an employee of medical certification which is from other than a qualified medical practitioner or which misrepresents the nature of the employee's illness.
6. A participating employee who withdraws sick leave hours from the pool shall not be required to replace those hours, except as regular contributing member of the pool, unless required to do so because it has been determined that the employee abused the use of sick leave from the pool.

EXHIBIT A

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

No. BA # 35

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.12-10	Salaries Regular	598,850.00	15,520.00	614,370.00
TO	001-1300-513.21-10	FICA	48,645.00	1,190.00	49,835.00
TO	001-1300-513.22-10	Retirement	53,915.00	1,075.00	54,990.00
TO	001-1500-515.12-10	Salaries Regular	173,000.00	3,900.00	176,900.00
TO	001-1500-515.21-10	FICA	13,558.00	300.00	13,858.00
TO	001-1500-515.22-10	Retirement	17,453.00	400.00	17,853.00
TO	001-2101-521.12-10	Salaries Regular	3,916,800.00	98,110.00	4,014,910.00
TO	001-2101-521.21-10	FICA	338,330.00	7,505.00	345,835.00
TO	001-2101-521.22-10	Retirement	76,025.00	490.00	76,515.00
TO	001-2101-521.22-20	Retirement Sworn	591,820.00	15,150.00	606,970.00
TO	001-2200-522.12-10	Salaries Regular	2,285,750.00	35,100.00	2,320,850.00
TO	001-2200-522.21-10	FICA	198,959.00	2,700.00	201,659.00
TO	001-2200-522.22-10	Retirement	172,072.00	2,350.00	174,422.00
TO	001-2400-524.12-10	Salaries Regular	611,200.00	7,350.00	618,550.00
TO	001-2400-524.21-10	FICA	48,498.00	575.00	49,073.00
TO	001-2400-524.22-10	Retirement	44,827.00	750.00	45,577.00
TO	001-4100-541.12-10	Salaries Regular	605,450.00	8,610.00	614,060.00
TO	001-4100-541.21-10	FICA	52,272.00	660.00	52,932.00
TO	001-7201-572.12-10	Salaries Regular	810,600.00	2,725.00	813,325.00
TO	001-7201-572.21-10	FICA	82,881.00	210.00	83,091.00
TO	001-7201-572.22-10	Retirement	82,948.00	280.00	83,228.00
FROM	001-8100-999-92-00	Reserves Compensated Absences	520,000.00	(204,950.00)	315,050.00
	CRA				
TO	160-2400-524.12-10	Salaries Regular	52,500.00	3,745.00	56,245.00
TO	160-2400-524.21-10	FICA	4,261.00	290.00	4,551.00
TO	160-2400-524.22-10	Retirement	5,570.00	375.00	5,945.00
FROM	160-5901-559.95-00	Reserves Restricted	10,491,172.00	(4,410.00)	10,486,762.00

AGENDA ITEM # 2
Exhibit B

2

AGENDA ITEM #

	UTILITY				
TO	401-3300-533.12-10	Salaries Regular	1,955,800.00	30,000.00	1,985,800.00
TO	401-3300-533.21-10	FICA	159,166.00	2,300.00	161,466.00
TO	401-3300-533.22-10	Retirement	160,069.00	1,125.00	161,194.00
TO	401-3500-535.12-10	Salaries Regular	2,274,000.00	39,250.00	2,313,250.00
TO	401-3500-535.21-10	FICA	186,285.00	3,025.00	189,310.00
TO	401-3500-535.22-10	Retirement	207,410.00	3,285.00	210,695.00
TO	401-3800-538.12-10	Salaries Regular	348,720.00	3,400.00	352,120.00
TO	401-3800-538.21-10	FICA	28,260.00	275.00	28,535.00
TO	401-3800-538.22-10	Retirement	35,250.00	350.00	35,600.00
FROM	401-8100-999.92-00	Reserves Compensated Absences	350,000.00	(78,985.00)	271,015.00
FROM	401-8100-999.95-00	Reserves Restricted	18,033,721.00	(4,025.00)	18,029,696.00
	PIER				
TO	402-7500-575.12-10	Salaries Regular	315,000.00	2,600.00	317,600.00
TO	402-7500-575.21-10	FICA	37,541.00	200.00	37,741.00
TO	402-7500-575.22-10	Retirement	32,520.00	255.00	32,775.00
FROM	402-7500-575.96-00	Reserves Available for Expenditures	448,918.00	(3,055.00)	445,863.00
		Check Adjustment Totals:	46,470,016.00	0.00	46,470,016.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget for various funds and departments to reflect the cost associated with the voluntary program to cash out up to a maximum of 150 hours of sick leave


ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

MEMO

To: City of Panama City Beach Department Heads
Mario Gisbert, City Manager
Lori Philput, Human Resources
Carrie Jagers, Payroll Specialist

From: Holly White, Finance Director 

Re: **OPTIONAL** cash out of up to 150 hours of vested sick leave

Date: May 30, 2018

At the City Council meeting on Thursday, May 24, 2018, City Manager Mario Gisbert recommended the Council consider a voluntary program regarding the early cash out of vested sick leave. Council approved the plan, setting the maximum allowable hours to be paid out early, that is, prior to separation of employment, at 150 hours for eligible employees.

All employees who are vested in their sick leave are eligible for this early pay out, and may elect to be paid out a portion of their sick leave, up to 150 hours, currently as opposed to when they retire or otherwise terminate employment with the City. I will provide each of you with a list of employees in your department who are eligible to participate in the program. You should provide them a copy of this memo as well as the election to cash out sick leave hours form which I will provide to you as well.

This program is open to all employees hired prior to May 31, 2008 who have vested sick leave hours available as of that date. Of that group, only employees with vested sick leave hours as of the pay period beginning May 31, 2018 are eligible to participate in this program. No employee with less than 10 years of service with the City is eligible since they are not vested in any portion of their sick leave hours.

This is a voluntary program and each eligible employee should carefully review their individual health and financial circumstances to determine what makes the most sense for them personally. The payment will be taxable wages to the employee. Additionally, because it is paid now and not at separation of employment, the payment constitutes salary as defined in the City's three pension ordinances and employees will be required to contribute the employee portion of retirement in place for the plan in which they are a participant. However, those employees who are currently participants in the DROP are "retired" for plan purposes and will not be required to contribute to the plan on their early payment.

The number of hours an employee elects to be paid for early will be taken from their current capped sick leave amount. For example, if you currently are eligible to be paid for 500 hours of

sick leave and you choose to take 150 hours now under this program, the most you will be eligible to be paid for in the future is 350 hours (500 hours less 150 hours). As part of their approval, the Council indicated that any employee who chose the early pay out would be limited from using sick leave pool hours in the future. They would still be eligible for sick leave pool hours under the existing guidelines but would first have to utilize unpaid leave hours in an amount equal to the number of hours they cashed out for early sick leave payment before going to the pool. The above issues should be carefully considered by each eligible employee prior to making their decision. Please advise any eligible employee that they are free to contact me directly with any questions about the program.

All eligible employees should complete the election form attached and return it to me no later than 5:00 PM on Friday June 15th, particularly if the employee wants to take advantage of this early payout. Employees for whom forms are not received by this deadline will be deemed to have opted out of the early payout, but these employees will still need to complete the form to confirm that fact.

Feel free to reach out to me with any questions. I would anticipate taking a budget amendment to Council on June 28, 2018 after I have received all election forms and determine the ultimate cost of the early payout. I would then expect payment to be made to the electing employees in early July.

ELECTION TO CASH OUT SICK LEAVE PRIOR TO SEPARATION OF EMPLOYMENT

By signature below, I _____ elect to be paid for _____ hours of my
PRINT NAME Zero* -- 150

vested SK1 sick leave bank prior to, and independent of, my separation of employment with the City of Panama City Beach per the recommendation considered and approved by the City Council at its regular meeting on Thursday, May 24, 2018.

I acknowledge the following in conjunction with my election:

- 1 The sick leave hours I elect to be paid for now are taxable wages to me and any applicable federal income and employment taxes will be withheld from my payment in accordance with existing laws.
- 2 Payment of sick leave hours under the early payment program are considered wages for purposes of the City's retirement plan of which I am a member and unless I am currently a participant in the DROP program, employee retirement will be withheld from my payment at the rate currently in effect for my plan.
- 3 Any hours I elect to be paid for now will permanently reduce my SK1 hours bank, and the amount of hours for which I may be paid in the future.
- 4 In the event of an illness requiring me to utilize all of my accrued sick and vacation hours available to me and thus necessitating a request for the withdrawal of hours from the City's sick leave pool (assuming a member), I will first have to utilize unpaid leave in an amount equivalent to the hours elected for early sick leave payment in order to be eligible to utilize sick leave pool hours.
- 5 Payment will be made at my current rate of pay in effect during the pay period when the early payout option is distributed to eligible and electing employees.

Employee Signature _____

Date _____

Form must be completed and given to City Finance Director, Holly White by 5:00 PM on Friday June 15, 2018
*If you want to opt out of this early cash out, please insert "0" in the blank designating hours elected.

REGULAR AGENDA

ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration / Holly White

2. MEETING DATE:

June 28, 2018

3. REQUESTED MOTION/ACTION:

Request Council to approve budget amendment #34 to appropriate funds for unanticipated terminations of employment resulting in the payout of accrued sick and vacation leave.

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)

As part of the budget process each year, City Finance Director, Holly White, works with each of the City department heads to determine which employees in their respective departments are expected to retire during the budget year in question. The payment of accrued compensated absences (sick and vacation leave) for those employees expected to separate from service in the budget year is built into each department's respective budget which is taken to Council for approval. These payments are often substantial and it is difficult to accurately anticipate the exact employees who may separate from service in the upcoming year. To date in FY 2018, there have been three unanticipated separations not contemplated in the original budget adopted for FY 2018. The attached budget amendment is necessary to appropriate the funds for the payment of leave as a result of these unanticipated current year departures. The General Fund has adequate accrued compensated absences reserves to fund this amendment.

Staff recommends approval of budget amendment #34.

RESOLUTION 18-107

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE PAYMENT OF LEAVE RESULTING FROM SEPARATIONS FROM SERVICE UNANTICIPATED IN THIS FISCAL YEAR; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#34) 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 A, to appropriate expenditures in FY 2018 for the payment of leave arising from early separations of service.

THIS RESOLUTION shall be effective 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 _____ June, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

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

No. BA # 34

FUND		ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.12-10	Salaries Regular	605,450.00	29,550.00	635,000.00
TO	001-4100-541.21-10	FICA	52,272.00	2,263.00	54,535.00
TO	001-2400-524.12-10	Salaries Regular	611,200.00	60,000.00	671,200.00
TO	001-2400-524.21-10	FICA	48,498.00	4,590.00	53,088.00
FROM	001-8100-999.92-00	Reserves Compensated Absences	315,050.00	(96,403.00)	218,647.00
			0.00	0.00	0.00
		Check Adjustment Totals:	1,632,470.00	0.00	1,632,470.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the General Fund budget for unanticipated terminations of employment in the current fiscal year
resulting in payout of accrued compensated absences (sick and vacation)

ROUTING FOR APPROVAL

DEPARTMENT HEAD _____ DATE _____

CITY MANAGER _____ DATE _____

FINANCE DIRECTOR _____ DATE _____

2

AGENDA ITEM #

Exhibit A

REGULAR AGENDA

ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 28, 2018

3. REQUESTED MOTION/ACTION:

Approve the proposed Agreement with Fred and Elaine Broussard for the sale of surplus City property in the amount of \$138,000.

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 a previous meeting, the City Council authorized staff to advertise the sale of nine surplus utility system parcels at six locations within the utility service area. Twenty-six interested parties obtained bid documents and three submitted bids on particular parcels before the published deadline. Parcels #4, #5 and #6 are roughly each 1/3 portions of the City property located at 100 Argonaut Street in the Bid-A-Wee subdivision. One bidder submitted an offer on Parcel #6, comprising of a generally 68' wide by 110' deep lot from the overall parcel. The high bid of \$138,000 for Parcel #6 was made by Fred and Elaine Broussard, and exceeds the recent pro-rata appraisal value of approximately \$133,000. This is a cash offer with a proposed closing by August 17, 2018. Staff recommends the City Council accept the purchase offer and authorize the City Manager and legal staff to facilitate the sale. A draft copy of the proposed sales agreement is attached. Staff anticipates the revenue will be used to defray a portion of the new wastewater treatment plant site purchase price.

RESOLUTION 18-108

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 100 ARGONAUT STREET TO FRED AND ELAINE BROUSSARD, IN THE AMOUNT OF \$138,000.

BE IT RESOLVED by the City Council of the City of Panama City Beach 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 Fred and Elaine Broussard, relating to the sale of surplus City property located at and being a portion of 100 Argonaut Street, in the basic amount of One Hundred Thirty Eight Thousand Dollars (\$138,000), 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

Vacant Land Contract

- 1* **1. Sale and Purchase:** The City of Panama City Beach, Florida ("Seller")
 2* and Fred Broussard and Elaine Broussard ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: a portion of 100 Argonaut St., Panama City Beach, FL 32413
 6* Legal Description: _____
 7 See Attached Legal "Exhibit A"
 8 _____
 9 _____
 10 _____
 11* SEC ___/TWP ___/RNG ___ of Bay County, Florida. Real Property ID No.: 33830-359-000
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____
- 14* **2. Purchase Price:** (U.S. currency).....\$ 138,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Hand Arendall Harrison Sale LLC
 17* Escrow Agent's Contact Person: Tabitha Wichowski
 18* Escrow Agent's Address: 304 Magnolia Ave., Panama City, FL 32401
 19* Escrow Agent's Phone: 850-769-3434
 20* Escrow Agent's Email: twichowski@hsmclaw.com
- 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date\$ 6,900.00
- 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
- 28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
 29* (d) Other:\$ _____
- 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds\$ 131,100.00
- 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37 calculation: _____
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before June, 2018, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter offer.
- 43* **4. Closing Date:** This transaction will close on August 17, 2018 ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.

VAC-11 Rev 6/17

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AGENDA ITEM # 4

- 51 **5. Financing: (Check as applicable)**
- 52 (a) Buyer will pay cash for the Property with no financing contingency.
- 53 (b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
- 54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
- 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
- 58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
- 59 returned.
- 60 (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____
- 61 or _____ % of the purchase price at (Check one) a fixed rate not exceeding _____ % an
- 62 adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
- 63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
- 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 disclose all such information to Seller and Broker.
- 66 (2) **Seller Financing:** Buyer will execute a first second purchase money note and mortgage to
- 67 Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as
- 68 follows: _____
- 69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
- 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
- 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
- 74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
- 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
- 77 Seller will make the loan.
- 78 (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to
- 79 _____
- 80 LN# _____ in the approximate amount of \$ _____ currently payable at
- 81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82 fixed other (describe) _____
- 83 interest rate of _____ % which will will not escalate upon assumption. Any variance in the
- 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
- 85 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or
- 86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
- 88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
- 89 **6. Assignability: (Check one)** Buyer may assign and thereby be released from any further liability under this
- 90 contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92 deed special warranty deed other (specify) _____, free of liens, easements,
- 93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
- 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 other matters to which title will be subject) _____,
- 96 provided there exists at closing no violation of the foregoing.
- 97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 Seller will deliver to Buyer, at
- 100 (Check one) Seller's Buyer's expense and
- 101 (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
- 102 (Check one)
- 103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
- 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
- 106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
- 107 Buyer within 15 days after Effective Date.

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- 108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
114 then (1) above will be the title evidence.
- 115* (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118* Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134* (1) **Feasibility Study:** Buyer will, at Buyer's expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161* (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.

167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.

170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.

173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.

181* **Buyer** waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

188 (a) **Seller Costs:**
 189 ~~Taxes on deed~~
 190 Recording fees for documents needed to cure title
 191 ~~Title evidence~~ (if applicable under Paragraph 7)
 192* Other: _____

193 (b) **Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202* Other: Doc stamps on deed and title search

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211* paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
 221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
 222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
 227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
 231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
 232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
 236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
 237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
 238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
 240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
 242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
 244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
 245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
 246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
 247 the other; and Buyer's deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
 250 this contract, regarding any contingency will render that contingency null and void, and this contract will
 251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
 252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
 253 delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
 255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
 256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
 257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
 259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
 260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
 261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
 262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
 263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
 264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 265 permitted, of Seller, Buyer, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
 267 closing or termination of this contract.
- 268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
 269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
 270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
 271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value. Seller and Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller and Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller and Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) **NONE** _____ (Seller's Broker)
322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323* (specify): _____

324* (b) **NONE** _____ (Buyer's Broker)
325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326* compensation other (specify): _____

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327* **21. Additional Terms:** _____
 328 _____
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

343 **COUNTER-OFFER/REJECTION**

- 344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
 345
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.**
 348

349* **Buyer:** _____ **Date:** _____

350* **Print name:** Fred Broussard

351* **Buyer:** _____ **Date:** _____

352* **Print name:** Elaine Broussard

353 **Buyer's address for purpose of notice:**

354* **Address:** 101 Sea Oats Dr., Panama City Beach, FL 32413

355* **Phone:** 202-441-1135, 850-830-4272 **Fax:** _____ **Email:** _____
The City of Panama City Beach, Florida

356* **Seller:** _____ **Date:** _____

357* **Print name:** Mario Gisbert, City Manager

358* **Seller:** _____ **Date:** _____

359* **Print name:** Jo Smith, City Clerk

360 **Seller's address for purpose of notice:**

361* **Address:** 116 Arnold Road, Panama City Beach, FL 32413

362* **Phone:** 850-233-5100 **Fax:** _____ **Email:** _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**
 364

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AGENDA ITEM #

4

Exhibit "A"

Description of Property: a portion of 100 Argonaut Street, Panama City Beach, Florida 32413, legal description -- Commence at the Northwest Corner of Lot 12, Block 10, BID-A-WEE Beach First Addition, according to the Plat recorded in Plat Book 9, Page 50, in the Public Records of Bay County, Florida. Thence East along the North line of said Block 10 for 14.00 feet to the Point of Beginning. Thence continue East along said North line for 75.50 feet to the West right-of-way line of Argonaut Street; thence South along said West right-of-way line for 1.65 feet, thence South 89 degrees 10 minutes 13 seconds West along said West right-of-way line for 6.90 feet; thence South 00 degrees 09 minutes 23 seconds West along said West right-of-way line for 108.25 feet to the North right-of-way line of Crane street; thence West along said North right-of-way line for 68.30 feet; thence North for 110.00 feet to the Point of Beginning.

REGULAR AGENDA

ITEM

5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department

2. MEETING DATE:

June 28, 2018

3. REQUESTED MOTION/ACTION:

The City Council is requested to consider and approve proposed budget amendment #38 relating to the continued use of outsourcing for some building inspections and plans review.

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)

Since the 1990's, the Building Department has used private companies since the 1990's to conduct some building inspections and plans review for compliance with the Building Code. The City currently uses Gordon & Associates for these services which mainly consists of commercial projects, hotels and condominiums. The building permit activity continues to be strong in the City which has resulted in more than expected inspection services and plans review this fiscal year. Gordon & Associates is paid 65% of the building permit fee for inspection services conducted on a particular project with the City keeping the remaining 35%.

Due to this influx in development throughout the City, the Building Department has incurred expenses greater than budgeted for the fiscal year. The increase in cost of these services is off-set by the revenue collected (building permit fee). A detailed budget amendment is attached for the City Council's consideration.

Staff recommends approval.

RESOLUTION 18-109

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS RELATED TO THE CONTINUED OUTSOURCING FOR BUILDING INSPECTIONS AND PLANS REVIEW; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#38) 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 A, to reflect additional revenue generated from building permit fees and to appropriate additional funds in FY 2018 related to the continued outsourcing for building inspections and plans review.

THIS RESOLUTION shall be effective 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 _____ June, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

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

No. BA # 38

FUND		ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-322.00-00	Building Permits	(775,000.00)	(180,000.00)	(955,000.00)
TO	001-2400-524.34-10	Other Contractual Services	300,000.00	180,000.00	480,000.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	(475,000.00)	0.00	(475,000.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the General Fund budget to reflect an increase in actual building permits revenue over that which was originally anticipated in the budget and to appropriate additional funds for building inspections (contracted to 3rd Parties) which are a function of permit revenue

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # _____

Exhibit A

REGULAR AGENDA

ITEM

6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

2. MEETING DATE:
JUNE 28, 2018

3. REQUESTED MOTION/ACTION:
APPROVE INITIAL ASSESSMENT RESOLUTION FOR 2018 NUISANCE ABATEMENT ROLL

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 JANUARY 2014, THE CITY ADOPTED A NUISANCE ABATEMENT ASSESSMENT PROGRAM TO COLLECT FROM PROPERTY OWNERS THE COSTS OF NUISANCE ABATEMENT UNDERTAKEN BY THE CITY IN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA. LAST YEAR THE CITY ADOPTED RESOLUTION 17-29, EXPANDING THE ASSESSMENT AREA TO INCLUDE ALL PROPERTY WITHIN THE CORPORATE LIMITS.

THIS INITIAL ASSESSMENT RESOLUTION LISTS THE TAX PARCELS ON WHICH A NUISANCE ABATEMENT SERVICE COST SHALL BE ASSESSED ON THE TAX BILL, AND DIRECTS A PUBLIC HEARING BE HELD FOR INTERESTED PARTIES TO CONTEST THE ASSESSMENT BEFORE A FINAL ROLL IS ADOPTED.

IF APPROVED, THAT PUBLIC HEARING WILL BE NOTICED AS PROVIDED IN THE RESOLUTION, AND A FINAL ASSESSMENT RESOLUTION SHALL BE PRESENTED TO THE COUNCIL AT THAT SEPTEMBER 13, 2018 PUBLIC HEARING. STAFF RECOMMENDS APPROVAL.

RESOLUTION 18-110

CITY OF PANAMA CITY BEACH, FLORIDA

**INITIAL ASSESSMENT RESOLUTION
FOR NUISANCE ABATEMENT ASSESSMENTS**

ADOPTED JUNE 28, 2018

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RESOLUTION NO. 18-110

A RESOLUTION OF THE CITY COUNCIL OF PANAMA CITY BEACH, FLORIDA, RELATING TO THE DELIVERY OF NUISANCE ABATEMENT RELATED SERVICES WITHIN THE CITY; PROVIDING FOR NUISANCE ABATEMENT ASSESSMENTS WITHIN THE CITY; ESTIMATING THE SERVICE COST TO PROVIDE NUISANCE ABATEMENT RELATED SERVICES AND PROGRAMS; ESTABLISHING THE METHOD OF ASSESSING THE NUISANCE ABATEMENT RELATED SERVICE COST AGAINST REAL PROPERTY SPECIALLY BENEFITED; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY NUISANCE ABATEMENT ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED NUISANCE ABATEMENT ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

**ARTICLE I
INTRODUCTION**

SECTION 1.01. AUTHORITY. This Resolution of the City of Panama City Beach, Florida (the "City"), is adopted pursuant to City Ordinance Nos. 947 and 1313 as amended from time to time and codified in Chapter 28 of the Code of Ordinances of the City of Panama City Beach (the "Assessment Ordinance"), City Ordinance No. 1294 (the "Nuisance Ordinance") (collectively, the "Nuisance Abatement Ordinances"), Article VIII,

Section 2, Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Initial Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessment Area" means all property within the corporate boundaries of Panama City Beach.

"Assessed Property" means all parcels of real property included in the Nuisance Abatement Assessment Roll that receive a special benefit from or relieve a burden attributable to Nuisance Abatement Services or Nuisance Abatement Improvements.

"Assessment" means a special assessment (sometimes also characterized as a non-ad valorem assessment) imposed by the City against property located within the boundaries of the City of Panama City Beach Assessment Area for the costs of services, facilities or programs which provide a special benefit to, or relieve a burden attributable to, one or more parcels of land within the Assessment Area, by eliminating or abating a public nuisance, computed in the manner described in Article III hereof.

"City Clerk" means the clerk of the City Council.

"City Code" means the Code of Ordinances for Panama City Beach.

"**City Manager**" means the chief executive officer of the City, or such person's designee, responsible for coordinating Assessments as provided herein.

"**Nuisance**" shall mean a Nuisance or Public Nuisance, as defined in the Nuisance Ordinance, ultimately abated by the City after notice to and failure by the owner of the Tax Parcel on which the nuisance is located to timely or completely abate the nuisance.

"**Nuisance Abatement Assessment**" means the Assessment, as defined in the Assessment Ordinance, lawfully imposed by the Council against Assessed Property to fund all or any portion of the cost of the provision of Nuisance Abatement Services, in accordance with the Nuisance Abatement Ordinance, necessary to abate a violation of the Panama City Beach Code of Ordinances present on the affected Tax Parcel.

"**Nuisance Abatement Assessment Roll**" means the roll created pursuant to Section 2.04 of the Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to the Nuisance Abatement Assessment, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the Assessment to be imposed on each Tax Parcel shown.

"**Nuisance Abatement Improvement**" means land, capital assets, services or improvements acquired, constructed, replaced, demolished, relocated or provided to abate a Nuisance existing on a Tax Parcel.

"**Nuisance Abatement Service**" means any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to remove or otherwise abate a Nuisance located

on a Tax Parcel, in accordance with the Nuisance Abatement Ordinance, including but not limited to review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, demolition or removal services.

"Nuisance Abatement Service Cost" means the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of the Nuisance Abatement Services under generally accepted accounting principles, including, without limiting the generality of the foregoing: (A) the costs incurred by the City, including all actual, administrative, and collection costs, in performing any work authorized in accordance with the Nuisance Abatement Ordinance and necessary to abate a Nuisance located on a Tax Parcel, in accordance with the Nuisance Abatement Ordinance; and (B) costs associated with review, planning, investigation, analysis, permitting, notice, enforcement, remediation, improvement, provision of services, demolition or removal, or any combination of those, to abate a public nuisance; and (C) interest and reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of a Nuisance Abatement Service Cost.

"Tax Parcel" means a parcel of property to which the Bay County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c) and (d) of Section 166.021(3), Florida Statutes, are not relevant to imposition of the Nuisance Abatement Assessments within the City.

(C) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Nuisance Abatement Ordinances, the Uniform Assessment Collection Act, and other applicable provisions of law, to provide for the imposition and collection of charges in the form of special assessments, such impositions also being sometimes characterized as non-ad valorem assessments.

(D) The Council has enacted the Assessment Ordinance and the Nuisance Abatement Ordinance to authorize the imposition of Nuisance Abatement Assessments to fund the Nuisance Abatement Service Cost to benefit property in the Assessment Area.

(E) Prior to the adoption of the Assessment Roll, the City incurred costs related to the abatement of one or more public nuisances and the remediation or improvement of property, which costs remain outstanding, and are properly included within the Nuisance Abatement Service Cost.

(F) The provision of Nuisance Abatement Services have specially benefitted the Tax Parcels to be assessed and enhanced the utilization and enjoyment of the Tax Parcels by one or more of the following: (1) protecting or enhancing the value and use of the property through the elimination of an existing code violation that presents a serious threat to the public health, safety, and welfare; (2) providing increased safety and better access to the property; (3) improving the property's appearance; (4) rendering the property more adaptable to a current or reasonably foreseeable new and higher use; (5) fostering the enhancement of environmentally responsible use and enjoyment of the property; and (6)

eliminating the accrual of daily fines imposed on the property due to the original code violation.

(G) The Nuisance Abatement Service Costs consists of costs incurred by the City, including all actual, administrative, service and collection costs, in performing any work necessary to abate a nuisance located on an affected Tax Parcel. The Council hereby determines that the Nuisance Abatement Service Cost provides a special benefit to each Tax Parcel to be assessed, and that it is fair and equitable to allocate the Nuisance Abatement Service Cost to Tax Parcels predominately benefited by the removal or abatement of the public nuisance from that Tax Parcel and the reciprocal relief of the burden caused by the Nuisance, based upon the actual, administrative, services and collection costs incurred by the City in abating the nuisance located on the Tax Parcel and which costs are uniquely attributable to that Tax Parcel.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED NUISANCE ABATEMENT SERVICE COST.

(A) The estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments for the Fiscal Year commencing October 1, 2017 is \$8,854.45.

(B) The estimated Nuisance Abatement Service Cost is hereby allocated among the following Tax Parcels for Service Costs incurred by the City in the Fiscal Year

commencing October 1, 2017:

PARCEL ID	PROPERTY OWNER	SERVICE COST
34282-000-000	Heirs and Devisees of the Estate of Louis Cassaras, deceased	\$2,000.43
33502-010-000	Cynthia A. Chamberlain	\$675.08
34284-000-000	Darin Johnson and Dana M. Davis	\$1,318.74
33482-000-000	Adriana Foster	\$646.30
33912-000-000	Estate of Everett L. Hunt & Glenda F. Hunt	\$3,138.16
34456-000-000	PCH-Two Holdings Trust, Scott Milissa Trustee	\$469.12
38202-020-000	Geraldine B. Woodruff	\$606.62

This Nuisance Abatement Service Cost will be collected through the imposition of Assessments against property located within the City in the manner set forth in Section 3.04 hereof.

(C) The estimated Nuisance Abatement Assessments established in this Initial Assessment Resolution shall be the estimated service costs applied by the City Manager in the preparation of the preliminary Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2018, as provided in Section 2.02 of this Initial Assessment Resolution.

SECTION 2.02. NUISANCE ABATEMENT ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2018, in the manner provided in Section 2.04 of the Assessment Ordinance. The Nuisance Abatement Assessment Roll shall include all Tax Parcels identified in Section 2.01 hereof. The City Manager shall apportion the estimated Nuisance Abatement Service Cost to be recovered

through Nuisance Abatement Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 PM on September 13, 2018, in City Council Chambers, City Hall, 110 South Arnold Road, Panama City Beach, Florida, at which time the City Council will receive and consider any comments on the Nuisance Abatement Assessments from the public and affected property owners and consider imposing Nuisance Abatement Assessments collecting such assessments on the same bill as ad valorem taxes.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 2.05 of the Ordinance. The notice shall be published no later than August 18, 2018, in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL. The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 2.06 of the Ordinance. The notice shall be mailed no later than August 17, 2018, in substantially the form attached hereto as Appendix B.

ARTICLE III
ASSESSMENTS

SECTION 3.01. NUISANCE ABATEMENT ASSESSMENTS TO BE IMPOSED IN ASSESSMENT AREA.

(A) Pursuant to Section 2.02 of the Assessment Ordinance, Nuisance Abatement Assessments are to be imposed on those certain Tax parcels located within the City on which Nuisance Abatement Improvements or Nuisance Abatement Services have been undertaken or performed by the City.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Nuisance Abatement Assessments shall be imposed against those Tax Parcels identified in Section 2.01 located within the Assessment Area, and shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the Tax Parcels located within the Assessment Area pursuant to the Assessment Ordinance.

SECTION 3.03 COMPUTATION OF NUISANCE ABATEMENT ASSESSMENT.

(A) The Nuisance Abatement Assessment identified in Section 2.01 shall be calculated and apportioned based upon the actual Service Costs incurred by the City in performing any work necessary to abate or correct a violation of the Code of Ordinances of the City of Panama City Beach for each specific Tax Parcel identified in Section 2.01. In the event the City undertakes aggregated and contemporaneous nuisance abatement activities

upon two or more Tax Parcels under common ownership for which Service Costs are comingled and cannot be uniquely attributed to one Tax Parcel over another, the Service Costs for such aggregated and contemporaneous nuisance abatement activities shall be equally divided among the Tax Parcels on which the aggregated and contemporaneous work was performed. If the City undertakes nuisance abatement on two or more occasions upon a single parcel, the Service Costs shall be added together.

(B) It is hereby ascertained, determined, and declared that the method of determining the Nuisance Abatement Assessments for nuisance abatement related services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Nuisance Abatement Service Cost among parcels of Assessed Property located within the Assessment Area.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Nuisance Abatement Assessments will be utilized to reimburse the City for the actual costs arising from its provision of Nuisance Abatement related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED ____ day of _____, 2018.

**CITY COUNCIL OF PANAMA CITY
BEACH, FLORIDA**

By: _____
Mike Thomas, Mayor

(SEAL)

Attest:

By: _____
City Clerk

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To be published on or before August 17, 2018.

(Map of Front Beach Road Community Redevelopment Area)

**NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of Panama City Beach, Florida, will conduct a public hearing to consider adoption of a final assessment resolution related to the nuisance abatement imposition of special assessments to reimburse the City for services undertaken by the City of Panama City Beach to abate a nuisance on the following properties:

PARCEL ID	PROPERTY OWNER
34282-000-000	Heirs and Devisees of the Estate of Louis Cassaras, deceased
33502-010-000	Cynthia A. Chamberlain
34284-000-000	Darin Johnson and Dana M. Davis
33482-000-000	Adriana Foster
33912-000-000	Estate of Everett L. Hunt & Glenda F. Hunt
34456-000-000	PCH-Two Holdings Trust, Scott Milissa Trustee
38202-020-000	Geraldine B. Woodruff

The Nuisance Abatement final assessment resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within the boundaries of the City and collection of the assessments by the uniform billing method described in Section 3.01 of City Ordinance No. 947. The hearing will be held at 6:00 PM on September 13, 2018 at City Council Chambers of City Hall, City Hall, 110 South Arnold Road, Panama City Beach, Florida. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within twenty (20) days of this notice.

The assessments have been proposed to fund nuisance abatement related essential services and improvements throughout the City. The assessment for each tax parcel within the Assessment Area will be based upon the actual costs incurred by the City attributable to the abatement of a nuisance on each tax parcel as of the date the assessments are imposed. A more specific description of the nuisance abatement related services and improvements

and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the City Council on June 28, 2018. Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll together with Ordinances 947 and 1313 (the Assessment ordinance) and Ordinance 1294 (the Nuisance Ordinance) are available for inspection at the office of the City Clerk, located at City Hall, 110 South Arnold Road, Panama City Beach, Florida.

If you have any questions, please contact the City Clerk's Office at (850) 233-5100.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT 850-233-5100.

APPENDIX B

FORM OF NOTICE TO BE MAILED

PANAMA CITY BEACH, FLORIDA

NOTICE OF HEARING
TO IMPOSE AND TO PROVIDE FOR COLLECTION OF
NUISANCE ABATEMENT RELATED SPECIAL ASSESSMENTS IN PANAMA CITY
BEACH

August 18, 2018

[Property Owner Name]
[Street Address]
[City, State and Zip]

Re: Tax Parcel Number [Insert Number]

Dear Property Owner:

In accordance with Section 197.3632, Florida Statutes, notice is hereby given by the City of Panama City Beach that a non-ad valorem assessment for nuisance abatement services using the tax bill collection method, may be levied on your property for the fiscal year beginning on October 1, 2017. The purpose of this assessment is to recover costs arising from nuisance abatement services for the abatement of nuisances benefitting affected properties located within the City. The total property abatement assessment revenue to be collected is estimated to be [] for the fiscal year beginning October 1, 2017. The assessment of each parcel of property will be based upon the extent of work necessary to abate or correct a violation of the City's Code of Ordinances. The assessment will include the actual costs incurred by the City in performing any work necessary to abate or correct violations for unsafe structures or abatement of nuisances or both, including all labor, materials, disposal and administrative costs.

Copies of the Initial Assessment Resolution and the preliminary Nuisance Abatement assessment roll describing the assessments are available for your review at the offices of the City Clerk, located at City Hall, 110 South Arnold Road, Panama City Beach. Information regarding the assessment for your specific property is included below.

The total amount of actual and administrative costs incurred by the City in performing the work necessary to abate or correct a violation of the City's Code of Ordinances on the above referenced parcel is \$[] ("Nuisance Abatement Cost"). The Nuisance Abatement Assessment for the above parcel is \$[] for the fiscal year beginning October 1, 2017.

The nuisance abatement service non-ad valorem assessment amount shown on this notice will be collected by the Bay County Tax Collector on the tax bill to be mailed in November 2018. Florida law requires that the City must inform you that failure to pay your assessment may result in foreclosure or the issuance of a tax sale certificate in the future. The City has the right to foreclose and collect delinquent assessments in any manner provided by law.

Until paid, the Nuisance Abatement assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and other non-ad valorem assessments. Assessments shall become delinquent if not paid within thirty (30) days from the due date.

The City, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Nuisance Abatement Assessment.

The City Council will hold a public hearing at 6:00 PM on September 13, 2018, in the City Council Chambers at City Hall, 110 South Arnold Road, Panama City Beach, Florida, for the purpose of receiving comments on the proposed assessments. You are invited to attend and participate in the hearing. You may also file written objections with the City Council prior to or during the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

If you have any questions, please contact the City Clerk's office at 850-233-5100.

THIS IS NOT A BILL. DO NOT SEND PAYMENT.

PANAMA CITY BEACH, FLORIDA

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT 850-233-5100.

REGULAR AGENDA

ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CRA

2. MEETING DATE:

6/28/2018

3. REQUESTED MOTION/ACTION:

Approval of the master services agreement with Dewberry Engineers, Inc. and approval of task order #1 which includes permitting and redesign of the stormwater system for Segment 3 and SR 79 CRA project in the amount of \$489,820.00.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The City advertised for statements of Request for Qualifications (RFQ) May 2018. Based on the resolution that was approved May 24, 2018, staff has negotiated a master services agreement with Dewberry Engineers Inc. as a consultant for Professional Engineering Services for the Community Redevelopment Agency.

Staff requested and has received a proposed task order number 2018-01 (see Combined Task Order and Notice to Proceed) for work under the Master Services Agreement (MSA) with Dewberry Engineers Inc. The proposed task order will provide services for redesigning the stormwater system. The stormwater system design changes will potentially impact all components and plans related to the previously designed project done by Atkins. Updates, verifications, and redesign will be required to provide final comprehensive plans and bid specifications. The last set of plans were completed in 2014 but were not permitted. In addition FDOT improved the intersection of SR 79 and Back Beach Road. Therefore, the entire plan set will need to incorporate existing conditions and be brought up to current standards.

Staff recommends approval of this proposal in the amount of \$489,820.00 and has sufficient funds in this fiscal year CRA budget to begin the design work for CRA Segment 3/SR 79.

RESOLUTION 18-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., RELATED TO MAJOR TRANSPORTATION ENGINEERING AND DESIGN SERVICES; AND APPROVING A TASK ORDER FOR THE DESIGN OF FRONT BEACH ROAD SEGMENT 3 IN AN AMOUNT OF \$489,820.

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 accept and deliver on behalf of the City that certain Agreement between the City and Dewberry Engineers, Inc., relating to the CRA Major Transportation Engineering and Design Services, at the hourly rates set forth in Exhibit B to that Agreement, in substantially the form attached as Exhibit A to this Resolution 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.
2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order between the City and Dewberry Engineers, Inc., relating to the design of Front Beach Road Segment 3, in an amount of Four Hundred Eighty Nine Thousand Eight Hundred Twenty Dollars (\$489,820), in substantially the form attached as Exhibit B to this Resolution 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

EXHIBIT A—MASTER SERVICES AGREEMENT

7

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC.
RELATING TO
PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND
CONSTRUCTION ADMINISTRATION SERVICES
FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **DEWBERRY ENGINEERS, INC.** ("Engineer").

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Engineer to diligently, competently and timely perform the scope of services described in Exhibit A and incorporated herein (the "Professional Services") on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit B which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit C (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with professional services tasks determined by the City, such as general water/wastewater engineering projects, and that any of those tasks will be outside the scope of this Agreement. Engineer agrees to include within the task order scope the resources needed to coordinate with other City retained engineers, if any, and share surveys and base drawing files upon request.

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2. COMPENSATION AND PAYMENT:

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with roadway engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized

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Services rendered prior to such Final Payment that the Engineer, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Engineer with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Engineer or his or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. **CHANGES IN SCOPE:** The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

7. **TERMINATION:**

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A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written and shall extend until the Front Beach Road Community Redevelopment Plan projects contemplated herein have been completed.

9. INDEMNIFICATION: The Engineer hereby does indemnify and hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes (2017)*. The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

A. The Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of his or her employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous

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work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his or her employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - \$100,000 each employee/\$500,000 policy limit for accident, \$100,000 each disease

Coverage B – Employer's Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor's Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

5) Excess Liability: Engineer shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with City 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 \$5,000,000, each occurrence and aggregate as required by City.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days

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written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit B are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager or his designee.

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for

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delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Engineer covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Engineer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. INDEPENDENT CONTRACTOR: The Engineer is and shall remain an independent contractor and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request

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the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City 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 Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer 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 City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City 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 the Engineer does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, 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 City in a format that is compatible with the information technology systems of the City.

E. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF

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**PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM,
110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.**

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

DEWBERRY ENGINEERS, INC.

By: _____
Its: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A
Scope of Services.

Work will consist of professional engineering planning, design, permitting and construction administration services of the remaining Roadway and Streetscape Projects, Parking projects, Stormwater Improvements projects, and Beach Access and Beach Related Parking projects called for by the City's Front Beach Road Community Redevelopment Plan. These projects require professional services related to construction and improvement of certain vehicular roadways, stormwater ponds and drainage facilities, utility relocation, coordination with water and sewer utilities, landscaping and sidewalks.

The City's Front Beach Road Community Redevelopment Plan is available for review at the following link: <http://www.pcbgov.com/Home/ShowImage?id=366&t=635288372154770000> or by accessing the City's Community Redevelopment Agency website. The Roadway and Streetscape Projects, Parking projects, Stormwater Improvements projects, and Beach Access and Beach Related Parking projects are described primarily on pages 28 through page 36. They consist of a variety of projects and locations and, in most cases, include preliminary cost estimates. The City's Front Beach Road Community Redevelopment Plan, and the projects described therein, are hereby incorporated by reference as a part of this Agreement.

The work will include one or more task orders for Front Beach Road Segment 3 (consisting of SR 79 and Front Beach Road from SR 79 to Lullwater Drive) and Segment 4.1 (SR 79 to Hills Road). Any additional specific tasks will be assigned by the City by Task Order.

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EXHIBIT B

Hourly Rate Schedule

AGENDA ITEM #

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Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$85.00, \$100.00, \$115.00
Architect IV, V, VI	\$130.00, \$145.00, \$165.00
Architect VII, VIII, IX	\$185.00, \$200.00, \$220.00
Interior Designer I, II, III, IV	\$75.00, \$85.00, \$105.00, \$150.00
Engineer I, II, III	\$100.00, \$110.00, \$125.00
Engineer IV, V, VI	\$140.00, \$160.00, \$175.00
Engineer VII, VIII, IX	\$190.00, \$205.00, \$225.00
Other Professionals I, II, III	\$95.00, \$110.00, \$120.00
Other Professionals IV, V, VI	\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX	\$190.00, \$205.00, \$225.00
Technical	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV, V, VI	\$115.00, \$135.00, \$150.00
Geographer/GIS VII, VIII, IX	\$180.00, \$200.00, \$220.00
Designer I, II, III	\$100.00, \$115.00, \$135.00
Designer IV, V, VI, VII	\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I, II, III, IV	\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I, II, III	\$60.00, \$70.00, \$80.00
Surveyor IV, V, VI	\$100.00, \$105.00, \$120.00
Surveyor VII, VIII, IX	\$140.00, \$165.00, \$185.00
Other Technical I, II, III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I, II, III	\$120.00, \$135.00, \$155.00
Construction Professional IV, V, VI	\$180.00, \$200.00, \$215.00
Inspector I, II, III	\$80.00, \$95.00, \$110.00
Inspector IV, V, VI	\$130.00, \$140.00, \$155.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$120.00, \$150.00, \$180.00, \$210.00
With Laser Scanner 1, 2 Person	\$170.00, \$200.00
Administration	
Admin Professional I, II, III, IV	\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



Revised 7.28.17 | Subject to Revision Standard Hourly Billing Rate Schedule | Attachment A | 1

Exhibit B

AGENDA ITEM #

1

EXHIBIT C
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE _____

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN ENGINEERING SERVICES dated _____, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's total compensation shall be (check one):

- _____ a stipulated sum of \$ _____; or
- _____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 - Allowance of \$ _____ for _____, and
 - Allowance of \$ _____ for _____; or
- _____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20__, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20__. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

DEWBERRY ENGINEERS, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

City Clerk

By: _____ Date: _____
City Manager

EXHIBIT B—TASK ORDER FOR FRONT BEACH ROAD SEGMENT 3

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COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2018-01

DATE 6/28/2018

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Dewberry Engineers, Inc. PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJCT dated 6/28/2018, the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to redesigning the roadway, signalization analysis and design, stormwater, and utility design, structural analysis and design for traffic signals, landscape architect design, lighting analysis and design and permitting within the referenced segment of the CRA.

Engineer's total compensation shall be (check one):
 a stipulated sum of \$ 489,820.00 ; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;
as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on July 2, 2018, and shall be completed within 366 calendar days. The date of completion of all work is therefore July 1, 2019. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

Dewberry Engineers, Inc.
203 Aberdeen Parkway, Panama City, FL. 32405
By: _____ Date: _____
Its: Vice President

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

City Clerk

By: _____ Date: _____
City Manager

**CITY OF PANAMA CITY BEACH
MASTER SERVICES AGREEMENT**

**Professional Engineering Design, Survey, Permitting and Construction Administration for Front Beach Road
Community Redevelopment Plan Project**

TASK ORDER 2018-01

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project (Segment 3.0 Front Beach Road from SR 79 to Lullwater Drive & SR 79 from Front Beach Road to US 98)** to the City of Panama City Beach (City) acting by and through its Council. Dewberry Engineers, Inc. understands that the City is requesting an updated design for the CRA Improvements for Segment 3.0 and SR 79. The proposed effort is to redesign the stormwater and drainage improvements to reduce costs for the City. Updated design changes to the roadways, utilities and signalization will be incorporated to accommodate all design changes within the referenced segment of the CRA.

DESCRIPTION OF SCOPE OF SERVICES

1.0 PROJECT MANAGEMENT & COORDINATION - \$10,576.00

Project Coordination & Technical Evaluation Process

1. In addition to the regular status updates to be provided to the City, significant coordination between the Dewberry Team, City of Panama City Beach and FDOT will be necessary for:
 - a) Coordination of previous design and associated changes/updates.
 - b) Periodic meetings with City staff to discuss milestone reviews and project status updates.

2.0 ROADWAY ANALYSIS - \$97,965.00

Roadway Analysis

1. Perform Field Reviews
2. Develop Pavement Design Package
3. Develop and verify Horizontal/Vertical Master Design Files
4. Develop Cross Section Design
5. Traffic Control Analysis
6. Master TCP Design Files
7. Develop Design Report
8. Develop Engineer Cost Opinion
9. Quality Assurance/Quality Control

3.0 ROADWAY PLANS - \$114,423.00

Develop Roadway Plans for 60%, 90% and 100% Plan Review Submittals

1. Key Sheets
2. Summary of Pay Items
3. Typical Sections
4. Typical Section Details
5. General Notes/Pay Item Notes
6. Summary of Quantities Sheets
7. Project Layout
8. Plan/Profile Sheets
9. Intersection Layout Details
10. Roadway Soils Survey Sheets
11. Cross Sections
12. Temporary Traffic Detail Sheets
13. Utility Adjustment Sheets
14. Project Network Control Sheets
15. Quality Assurance/Quality Controls
16. Preparation of Bid Documents and Specifications

4.0 DRAINAGE DESIGN - \$40,370.00

Redesign Drainage and Stormwater System

1. Design alternate stormwater system, conveyance structures and stormwater ponds in accordance with FDOT and City Standards.
2. Prepare stormwater design report.
3. Develop comprehensive ICPR Stormwater model to reflect updated design, drainage structures and stormwater ponds.

5.0 DRAINAGE PLANS PREPARATION - \$33,247.00

Prepare Drainage Plans

1. Prepare 60%, 90% and 100% drainage plans in accordance with FDEP, FDOT and City Design Standards.
2. Develop drainage plans consistent with design modifications of drainage structures, conveyance systems and alternate stormwater facility locations.
3. Provide updated plan sets per reviews by the City, FDEP and FDOT.
4. Preparation of Bid Documents and Specifications

6.0 UTILITY DESIGN AND COORDINATION - \$49,876.00

Utility Design

1. Prepare updated 60%, 90% and 100% utility design plans to include water, wastewater and reuse in accordance with City Design Standards.
2. Design horizontal utility relocation alignments and improvements for water, wastewater and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power, AT&T etc).
3. Design vertical utility relocation alignments and improvements for water, wastewater, and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power, AT&T etc).
4. Update utility design to accommodate stormwater structures and conveyance systems to minimize conflicts during construction.
5. Quality Assurance/Quality Control Reviews.
6. Preparation of Bid Documents and Specifications

7.0 STRUCTURAL DESIGN - \$14,825.00

Structural Analysis and Design

1. Prepare 60%, 90% and 100% structural design in accordance with FDOT and City Design Standards.
2. Analysis and Design of Mast Arms.
3. Preparation of Mast Arm Data Table Plan Sheets.
4. Analysis and Design Concrete Box Culverts.
5. Design Concrete Box Culverts Extensions.
6. Preparation of Concrete Box Culvert Data Table Plan Sheets
7. Quality Assurance/Quality Control.
8. Preparation of Bid Documents and Specifications

8.0 LANDSCAPE ARCHITECT ANALYSIS AND PLANS - \$35,338.00

Prepare Drainage Plans

1. Prepare 60%, 90% and 100% drainage plans in accordance with FDOT and City Design Standards.
2. Develop drainage plans consistent with design modifications and alternate stormwater facility locations.
3. Provide updated plan sets per reviews by the City and state agencies.
4. Preparation of Bid Documents and Specifications

9.0 SIGNALIZATION ANALYSIS AND DESIGN - \$22,500.00

Signalization Analysis

1. Gortemoller Engineering will analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums for Front Beach Road at SR 79 and Panama City Beach Parkway at SR 79.

Signalization Plans

2. Gortemoller Engineering will prepare a set of Signalization Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheets, Interconnect Plans, Guide Sign Worksheet, Mast Arm/Monotube Tabulation Sheet.

10.0 SIGNING AND PAVEMENT MARKINGS - \$24,500.00

Signing and Pavement Marking Analysis

1. Gortemoller Engineering will analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums within the project limits.

Signing and Pavement Marking Plans

2. Gortemoller Engineering will prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Plan Sheet, Guide Sign Work Sheets.

11.0 LIGHTING ANALYSIS AND DESIGN - \$28,000.00

Lighting Analysis

1. Gortemoller Engineering will analyze and document Lighting Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Lighting Plans

1. Gortemoller Engineering will prepare a set of Lighting Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, Pole Data, Legend & Criteria, Service Point Details, Project Layout and Plan Sheets.

12.0 PERMITTING - \$13,100.00

Regulatory Permitting

1. Dewberry shall obtain the following permits, coordinate with the appropriate permitting agencies and prepare responses to any requests for additional information (RAIs).
2. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP).
3. Florida Department of Environmental Protection (FDEP) Watermain Extension for PWS.
4. Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Transmission Permit.
5. Florida Department of Transportation (FDOT) Right of Way Use Permit.
6. U.S. Army Corps of Engineers (USACE) General Permit/Nationwide – (Proposed Box Culvert).

13.0 GEOTECHNICAL TESTING - \$5,100.00

Geotechnical Services

1. Dewberry will coordinate geotechnical testing services required to design and permit the proposed stormwater treatment facilities/ponds to serve Segment 3.0 and SR 79.
 - a) Associated Borings to verify soil suitability in proposed stormwater treatment facilities.
 - b) Double Ring Infiltrometer (DRI) Testing.
 - c) Verification of Seasonal High Groundwater Table.
 - d) Associated lab testing for verification of soil types and stormwater design parameters.
 - e) Engineering Evaluation and Report.

EXCLUSIONS

1. Permit Application Fees
2. Construction Engineering Inspection Services
3. Roadway and R/W Survey (Previously performed information to be provided by the City)

FEE ESTIMATE

Professional Services Fees

1. Project Management and Coordination	\$10,576.00
2. Roadway Analysis	\$97,965.00
3. Roadway Plans	\$114,423.00
4. Drainage Design	\$40,370.00
5. Drainage Plans	\$33,247.00
6. Utility Design and Coordination	\$49,876.00
7. Structural Design	\$14,825.00
8. Landscape Architectural Analysis and Design	\$35,338.00

9. Signalization Analysis and Design	\$22,500.00
10. Signing and Pavement Marking	\$24,500.00
11. Lighting Analysis and Design	\$28,000.00
12. Permitting	\$13,100.00
13. Geotechnical Testing	\$5,100.00

Total \$489,820.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc.
 203 Aberdeen Parkway
 Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA
 110 S. Arnold Road
 Panama City Beach, Florida 32413

By: _____

By: _____

Name: Clifford D. Wilson III, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: _____

Witnessed: _____

Date: _____

Date: _____

REGULAR AGENDA

ITEM

8



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:
June 28, 2018

3. REQUESTED MOTION/ACTION:
Approve the proposed Agreement with Thompson Residential, LLC for the sale of surplus City property at 224 16th Street in the amount of \$240,302.

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 a previous meeting, the City Council authorized staff to advertise the sale of nine surplus utility system parcels at six locations within the utility service area. Twenty-six interested parties obtained bid documents and three submitted bids on particular parcels before the published deadline. Parcels #1, #2 and #3 are located at 224 16th Street in unincorporated Bay County west of the City limits. Two bidders each bid on all three lots and a bid tabulation is attached for your reference. The high bid of \$240,302 for all three parcels was made by Thompson Residential, LLC, and exceeds the recent appraisal value of \$205,000. This is a cash offer with a proposed closing by August 17, 2018. Staff recommends the City Council accept the purchase offer and authorize the City Manager and legal staff to facilitate the sale. A draft copy of the proposed sales agreement is attached. Staff anticipates the revenue will be used to defray a portion of the new wastewater treatment plant site purchase price.

RESOLUTION 18-112

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED AT 224 16TH STREET TO THOMPSON RESIDENTIAL, LLC, IN THE AMOUNT OF \$240,302.

BE IT RESOLVED by the City Council of the City of Panama City Beach 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 Thompson Residential, LLC, relating to the sale of surplus City property located at 224 16th Street, in the basic amount of Two Hundred Forty Thousand, Three Hundred Two Dollars (\$240,302), 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

**BID TABULATION
 INVITATION TO BID ON THE SALE OF REAL PROPERTY
 CITY OF PANAMA CITY BEACH, FLORIDA**

BID DATE: 6/20/2018
 BID TIME: 2:00:00 PM

BIDDER	PARCEL #	BID AMOUNT	BID DEPOSIT	PAYMENT METHOD	CLOSE DATE
G. Bruce Weathers	1	\$70,100	X	Cash	July 15, 2018
	2	\$70,100	X	Cash	July 15, 2018
	3	\$70,100	X	Cash	July 15, 2018
Thompson Residential, LLC.	1	\$80,100	X	Cash	July 15, 2018
	2	\$80,101	X	Cash	July 15, 2018
	3	\$80,101	X	Cash	July 15, 2018

AGENDA ITEM # _____

8

Vacant Land Contract

1* **1. Sale and Purchase:** City of Panama City Beach ("Seller")
 2* and Thompson Residential, LLC ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:

5* Address: 224 16th Street, Panama City Beach, Florida, 32413
 6* Legal Description: _____
 7* Lots 12, 13, and 14, Block 44, Laguna Beach Estates, 8th Addition, Plat Book 8, Page 84
 8* _____
 9* _____

10* _____
 11* SEC ___/TWP ___/RNG ___ of Bay County, Florida. Real Property ID No.: 37058-000-000
 12* including all improvements existing on the Property and the following additional property: _____
 13* _____

14* **2. Purchase Price:** (U.S. currency).....\$ 240,302.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Hand Arendall Harrison Sale LLC
 17* Escrow Agent's Contact Person: DeAnna Turpen and/or Amy Myers
 18* Escrow Agent's Address: 304 Magnolia Avenue
 19* Escrow Agent's Phone: 850-769-3434
 20* Escrow Agent's Email: dturpen@hsmclaw.com or amyers@hsmclaw.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date\$ 12,015.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

29* (d) Other:\$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds\$ 228,287.00

32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter offer.

43* **4. Closing Date:** This transaction will close on or before August 17, 2018 ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

- 51 **5. Financing: (Check as applicable)**
- 52 (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53 (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59 returned.
- 60 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
- 62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 disclose all such information to **Seller** and Broker.
- 66 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68 follows: _____
- 69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77 **Seller** will make the loan.
- 78 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79 _____
- 80 LN# _____ in the approximate amount of \$ _____ currently payable at
- 81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82 fixed other (describe) _____
- 83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89 **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90 contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92 deed special warranty deed other (specify) _____, free of liens, easements,
- 93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 other matters to which title will be subject) _____
- 96 provided there exists at closing no violation of the foregoing.
- 97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 **Seller** will deliver to **Buyer**, at
- 100 (Check one) **Seller's** **Buyer's** expense and
- 101 (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
- 102 (Check one)
- 103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107 **Buyer** within 15 days after Effective Date.

108 (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.

115 (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118 **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.
- 167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
- 170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
- 173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
- 181 **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

- 188 **(a) Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192 Other: _____

- 193 **(b) Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202 Other: **Buyer to pay all closing costs associated with the transaction**

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211 paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 7 pages.

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AGENDA ITEM # 8

272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in
277 equity to enforce Seller's rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller
296 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and
297 government agencies for verification of the Property condition and facts that materially affect Property
298 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

321 (a) **NONE** _____ (Seller's Broker)
322 will be compensated by Seller Buyer both parties pursuant to a listing agreement other
323 (specify): _____

324 (b) **NONE** _____ (Buyer's Broker)
325 will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
326 compensation other (specify): _____

327* 21. Additional Terms: _____
 328 (a) Buyer to pay all closing costs associated with this transaction.
 329 (b) Seller to provide a 2 inch forcemain service to property line within 60 days of closing.
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

343 **COUNTER-OFFER/REJECTION**

- 344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.** *Thompson Residential, LLC*

349* **Buyer:** _____ **Date:** _____

350* Print name: Russell D. Thompson, Managing Member

351* **Buyer:** _____ **Date:** _____

352* Print name: _____

353 **Buyer's address for purpose of notice:**

354* Address: _____

355* Phone: _____ Fax: _____ Email: _____

City of Panama City Beach

356* **Seller:** _____ **Date:** _____

357* Print name: Mario Gisbert, City Manager

358* **Seller:** _____ **Date:** _____

359* Print name: Jo Smith, City Clerk

360 **Seller's address for purpose of notice:**

361* Address: 110 S. Arnold Road, Panama City Beach, Florida 32413

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

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ALTA STAR
 AGENDA ITEM # 8

REGULAR AGENDA

ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

PANAMA CITY BEACH POLICE DEPARTMENT

2. MEETING DATE:

JUNE 28, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE 1463 PROHIBITING LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS

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 is home to multiple public transit shelters intended to shelter and accommodate those waiting for, loading, and unloading from public transit. The City desires to ensure that these shelters remain free from obstruction or interference by those legitimate users of public transit. The City has received complaints of persons camping, loitering, and prowling on or around these shelters which threatens the safety and welfare of those citizens and visitors using public transit within the City.

Staff recommends approval of Ordinance 1463 which prohibits certain activities on or around public transit shelters located within the City.

IF THE COUNCIL APPROVES FIRST READING OF THIS ORDINANCE, STAFF WILL PREPARE AND PUBLISH NOTICE OF A SECOND READING AND PUBLIC HEARING FOR ADOPTION OF THE ORDINANCE.

ORDINANCE NO. 1463

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 16-5 OF THE CITY'S CODE OF ORDINANCES RELATED TO LOITERING OR OTHER PROHIBITED ACTIVITIES AT PUBLIC TRANSIT SHELTERS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, multiple public transit shelters throughout the City provide shelter to those waiting to load or unloading from public transit.

WHEREAS, the City recognizes the importance of protecting the health, safety, and welfare of public transit users and desires to prevent public transit shelters from being used for purposes other than legitimate use of the public transit system.

WHEREAS, the City finds that preventing loitering, prowling and camping in or around public transit shelters is necessary to promote the health, safety, and welfare of the citizens and visitors of the City of Panama City Beach.

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 16-5 of the Code of Ordinances of the City of Panama City Beach related to prohibited activities at public transit shelters, is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 16-5. Prohibited activities at public transit shelters and benches.

(a) For the purposes of this section "Public Transit Shelter" shall mean all areas structures or facilities intended or used by the public as a shelter or other accommodation to the public

waiting to load, unload, or otherwise access any means of public transit including but not limited to trolleys and buses.

(b) Prohibited activities: No person shall obstruct entry into or use of a Public Transit Shelter. No person shall loiter or prowl within fifty (50) feet of a Public Transit Shelter at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity.

(c) Among the circumstances which may be considered in determining whether such alarm or immediate concern is warranted include:

(1) flight of one or more individuals upon appearance of a law enforcement officer;

(2) refusal of an individual to identify himself or herself;

(3) apparent attempts of an individual to conceal himself or herself or any object;

(4) Camping. For purposes of this section "Camping" shall mean the use of a public transit shelter or bench as a temporary or permanent place of dwelling, or lodging, or as a living accommodation at any time. Indicia of camping may include, but are not limited to, storage of personal belongings, using tents or other temporary structures for sleeping, storage of personal belongings, carrying on cooking activities or making any fire, or any of these activities in combination with one another or in combinations with either sleeping or making preparations to sleep, including the laying down of bedding for the purposes of sleeping.

(c) Unless flight by the person or other circumstance makes it impracticable, a law enforcement officer shall, prior to any citation for an offense under this section, afford the person an opportunity to dispel any alarm or immediate concern which would otherwise be warranted by requesting the person to identify himself or herself and explain his or her presence and conduct.

(d) No person shall be in violation of an offense under this section if the law enforcement officer did not comply with this procedure or if it appears that the explanation given by the person is true and, if believed by the officer at the time, would have dispelled the alarm or immediate concern.

(e) If a person violates any provision of this section, or an order issued pursuant thereto, the enforcement agency may issue a citation or summons, institute an action in a court of competent jurisdiction for injunctive relief, or issue a trespass. Any person violating any provision of this article may be punished as follows:

1. First Offense: By a fine of one hundred dollars (\$100.00).

2. Second Offense: By a fine of two hundred and fifty dollars (\$250.00)

3. Third offense or two or more violations occurring within any six months period: Misdemeanor of the second degree punishable by a fine of no more than \$500.00 or a sentence of not more than sixty (60) days in jail, or both. Repeat violations shall subject the violator to a trespass warning under section 16-11 of this Code.

4. Notwithstanding the foregoing, if warranted by actions of violator, a violator may be immediately ejected from a Public Transit Shelter. No violator shall be ejected from a Public Transit Shelter on private property without the property owner's consent.

State Law reference— Loitering or prowling; penalty, §856.021(Fla. Stat).

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. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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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