

# 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: MARCH 28, 2019  
MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – LARRY STRIBLIN, MARINES VIETNAM WAR VETERAN
- III. PLEDGE OF ALLEGIANCE – KEN WARINGA, NAVY VIETNAM WAR VETERAN
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MARCH 14, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CASTO
  - 1 “NATIONAL VIETNAM WAR VETERANS DAY PROCLAMATION” PRESENTATION.
  - 2 CRA DEPARTMENT UPDATE
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
  - 1 *RESOLUTION 19-69, “IRONMAN 70.3 GULF COAST ROAD USAGE. “A Resolution of the City of Panama City Beach, Florida, related to the “Ironman 70.3 Gulf Coast” Triathlon; authorizing temporary closure of portions of Richard Jackson Boulevard, West Park Drive, and Pier Park Drive on Saturday, May 11, 2019; authorizing careful traffic control and extraordinary usage of portions of Front Beach Road, Middle Beach Road, SR 79 and Bay Parkway on May 11, 2019, for the event; and providing an immediately effective date.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	MG	RESOLUTION 19-70, BAY PARKWAY AGREEMENT
2*	HW	RESOLUTION 19-71, HURRICANE BUDGET AMENDMENT #20
3	AM	RESOLUTION 19-72, AUTHORIZING MAYOR TO EXECUTE HURRICANE MICHAEL CONTRACTS
4	ML	DISCUSSION ON ANNEXATION GOING FORWARD
- 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.

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

 3/25/19  
 City Clerk Date

 3/25/19  
 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 interested parties and posted on the website on: 3/25/19 2P.M.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE [WWW.PCBGOV.COM](http://WWW.PCBGOV.COM). THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

NOTE: ONE OF MORE MEMBERS OF OTHER CITY BOARDS MAY APPEAR AND SPEAK AT THIS MEETING.

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

**DRAFT  
MINUTES**

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on March 14, 2019.

ROLL  
MAYOR MIKE THOMAS

COUNCILORS:  
PAUL CASTO  
PHIL CHESTER  
GEOFF MCCONNELL  
HECTOR SOLIS

CITY MANAGER:  
MARIO GISBERT  
CITY CLERK:  
MARY JAN BOSSERT  
CITY ATTORNEY:  
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6 p.m. with all Councilmen, the City Manager, City Clerk and City Attorney present.

Councilman Solis gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting February 28, 2019 were read. **Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

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

<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

Councilman Casto explained he received several calls in reference to a lot on Escanaba which has been by the neighboring community to access Frank Brown Park. Councilman Casto requested that Staff inquire into purchasing the property to serve as public access to Frank Brown Park and the City's trail system. The Council agreed.

## PRESENTATIONS

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Solis introduced Hannah Smith and presented her with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club representative, spoke of Hannah Smith's contributions to the Club. 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 6:08 p.m. and invited comments. There were none. He closed the Public Comments at 6:08 p.m.

## CONSENT AGENDA

Ms. Bossert read the Consent Agenda Items by title.

1 **RESOLUTION 19-64, TASK ORDER NO. 8 TO THE MASTER SERVICES AGREEMENT WITH TETRA TECH, INC. RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES.** "A Resolution of the City of Panama City Beach, Florida approving Task Order #8 to the Master Services Agreement for Major Wastewater Engineering Services with Tetra Tech, Inc., related to Conservation Park Biological Monitoring – 2019 in the amount of \$92,120; authorizing execution and providing an immediately effective date."

2 **RESOLUTION 19-67 - TASK ORDER 2019-01, MASTER SERVICE AGREEMENT WITH MCNEIL CARROL ENGINEERING, INC. IN THE AMOUNT OF \$13,900 FOR PROFESSIONAL STORMWATER ENGINEERING SERVICES, RELATING TO EAGLE DRIVE DRAINAGE IMPROVEMENTS.** "A Resolution of the City of Panama City Beach, Florida approving Task Order #2019-01 to the Master Services Agreement for Stormwater Engineering Services with McNeil Carrol Engineering, Inc., related to Eagle Drive Drainage Improvements in the amount of \$13,900; authorizing execution and providing an immediately effective date."

Councilman McConnell made the motion to approve the Consent Agenda. 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

## REGULAR AGENDA

ITEM 1 **RESOLUTION 19-68, PERSONNEL POLICY AMENDMENT AND UPDATE.** Myers read Resolution 19-58 by title. The Council had no comments.

Councilman Solis made the motion to approve Resolution 19-68. 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 6:12 p.m.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson asked about the Mayor's absence at the Council's March 14 meeting and requested a copy of Mayor's calendar for that week.

Mayor Thomas explained his absence.

2 Gary Beck, 14825 Front Beach Road. Mr. Beck explained the media has not covered anything on his federal case. He spoke of his lawsuit and his experiences with social media comments.

3 Cherie Crim, 17680 Front Beach Road. Ms. Crim thanked Councilman McConnell for holding a Town Hall Meeting. She advised the public of the upcoming municipal election on April 16<sup>th</sup> and that voter registrations needed to be updated by March 18<sup>th</sup>. She explained she recently worked with Project Trinity and would like to see more awareness on human trafficking in our area.

With no further comments, the Mayor closed the Delegations period at 6:20 p.m.

## **ATTORNEY REPORT**

Ms. Myers stated the City has closed on the new Fire Station property and received title work on the new Wastewater Treatment Plant property and expects it to close soon.

## **CITY MANAGER REPORT**

Mr. Gisbert explained the City has broken ground on the Fire Station site, they are cleaning the site. He read the open bids and available jobs.

## **COUNCIL COMMENTS**

Councilman Solis had no comments.

Councilman McConnell stated he would like to see the Fire Chief and his crew take pride in the new fire station property. He asked about a ground breaking for the new station. The City Manager advised it would be in April.

Councilman McConnell addressed the problems with traffic accidents on the access road near Home Depot. Mr. David Campbell, CRA Director, presented to the Council the staff's work with Florida Department of Transportation (FDOT) on this issue. Councilman McConnell asked that this project be elevated. He also thanked everyone that participated in the Town Hall Meeting.

Councilman Casto asked for an update on the new City Hall construction. Mr. Gisbert explained due to Hurricane Michael the construction is scheduled to be complete in August. Mayor Thomas asked to investigate any changes which could expedite construction.

Councilman Chester asked for an update on the Thomas Drive area. Mr. Shortt provided an update on the staff's work with Bay County on the project.

Mayor Thomas explained that lack of street lighting on Front Beach Road presents a danger to the community. He asked staff to look into placing lights at the crosswalks.

Councilman Solis suggested a combination of blinking lights and directional lighting. Mayor Thomas requested Staff to contact FDOT on this issue.

Mayor Thomas explained the City borders have multiple enclaves which are not part of the City limits. He explained his position that enclaves should be annexed into the City and the benefits to the City and the public. Mayor Thomas requested Staff pursue annexation by interlocal agreement with Bay County.

Councilman McConnell asked if Bay County had agreed to annexation. Ms. Myers explained the, while County is open to the concept, staff has not compiled a list of all parcels. Councilman Chester asked about the effect on compliance with the Land Development Code. Mr. Gisbert noted that potential right-of-way differences, setbacks and other differences would need to be addressed.

Councilmen Solis, Casto, and Chester all noted areas which would be ideal candidates for annexation. Ms. Myers explained that multiple parcels were evident on the County's maps which could be addressed. Councilman Solis suggested assessing road conditions of potential enclaves. All Council Members directed staff to pursue annexation of enclaves.

Mayor Thomas asked for an update to a review of the City's pension plan. Ms. Myers explained that her office was preparing a Request for Qualifications to seek a consultant on this matter. Councilman Casto expressed concern that changing plans would negatively affect hiring. Councilman McConnell noted that moving the Florida Retirement System could improve hiring of outside candidates. Mayor Thomas requested staff move forward.

Mayor Thomas suggested moving forward with an assessment for CRA landscaping and maintenance costs. Mayor Thomas noted the City's legal obligations to institute an assessment and concern for losing CRA funding. Councilman McConnell stated noted his preference that the assessment be limited to Front Beach Road. Councilman Casto agreed the that the City was obligated to institute the assessment. Ms. Myers explained the City's contractual obligations with Bay County. Ms. Myers explained the process for instituting and maintaining the assessment. Councilman Casto noted the importance of finishing the CRA after 18 years of progress. Mayor Thomas asked to move forward with a CRA assessment.

With nothing further, the meeting was adjourned at 6:56 p.m.

READ AND APPROVED this 28<sup>th</sup> of March, 2019.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DRAFT



# PRESENTATION

1



# ~Proclamation~

A PROCLAMATION DESIGNATING  
MARCH 29, 2019

AS

“NATIONAL VIETNAM WAR VETERANS DAY”  
IN PANAMA CITY BEACH, FLORIDA

**WHEREAS,** it was forty-six years ago, on March 29, 1973, that America withdrew its last young men and women from the battlefields of Vietnam, and since the end of that bitter conflict faraway in Southeast Asia, a generation of Americans has come of age to understand the significance of the war; and

**WHEREAS,** instead of receiving a welcome fitting for the sacrifices they made for this country, the majority of returning troops were met with criticism and hostility. These men and women fought a losing war on a foreign shore and returned to find that their country did not want them back; and

**WHEREAS,** we remember more than 58,000 whose names are memorialized on a black granite wall in our Nation’s capital for having borne the heaviest cost of war. We pay tribute to the brave patriots who suffered as prisoners of war, and stand steadfast in the Country’s commitment not to rest until we account for the 1,253 heroes who have not yet returned to American soil; and

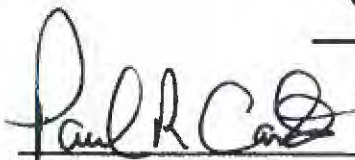
**WHEREAS,** serving with pride and allegiance to the ideals that define our great country, the sacrifices of Vietnam Veterans have been integral to preserving our cherished way of life, and they continue to inspire us with their own lives of personal, professional, and military accomplishment, and it is fitting that all citizens extend their admiration and heartfelt gratitude for such meaningful contributions to our Nation, this State, and their home communities;


**NOW, THEREFORE,** the City Council of the City of Panama City Beach, does hereby proclaim March 29, 2019 as

**“NATIONAL VIETNAM WAR VETERANS DAY”**

and urge all citizens to thank our Vietnam Veterans for their service and sacrifice, honor them for answering our Nation’s call to duty, and provide them with the heartfelt acknowledgement and gratitude that they and their families so richly deserve.

  
Mayor Mike Thomas

  
Councilman Paul Casto  
Ward 1

  
Vice-Mayor Phil Chester  
Ward 2

  
Councilman Geoff McConnell  
Ward 3



  
Councilman Hector Solis  
Ward 4

# CONSENT ITEM

1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

ADMINISTRATION/LEGAL

**2. MEETING DATE:**

MARCH 28, 2019

**3. REQUESTED MOTION/ACTION:**

Consider Resolution for extraordinary traffic control on portions of Richard Jackson Blvd., Middle Beach Rd., Front Beach Rd., W. Park Drive, Pier Park Dr., Bay Parkway and SR 79 on Saturday, May 11, 2019.

**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 Ironman Gulf Coast 70.3 Gulf Coast Triathlon, will be held on May 11, 2019.

The event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd., Middle Beach Road, Front Beach Road, West Park Drive, Pier Park Drive, Bay Parkway and State Road 79, Richard Jackson Blvd. and Middle Beach Road in the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT

AGENDA ITEM #

1

RESOLUTION NO. 19-69

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "IRONMAN 70.3 GULF COAST" TRIATHLON; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF RICHARD JACKSON BOULEVARD, WEST PARK DRIVE AND PIER PARK DRIVE ON SATURDAY, MAY 11, 2019; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD, MIDDLE BEACH ROAD, SR 79, AND BAY PARKWAY ON MAY 11, 2019, FOR THE EVENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Ironman Florida is hosting the Ironman 70.3 Gulf Coast, a 1.2 mile swim, 13.1 mile run and 56 mile bike event (the "Event") on Saturday, May 11, 2019 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd, Middle Beach Road, Front Beach Road, West Park Drive, Pier Park Drive, Bay Parkway, and State Road 79, in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that:

1. Richard Jackson Blvd. between Middle Beach Road and Front Beach Road, and portions of West Park Drive and Pier Park Drive shall be closed to vehicular traffic for the Event during the hours of 6:00 A.M. and 4:00 P.M. on Saturday, May 11, 2019.
2. During the hours of 6:00 A.M. and 4:00 P.M. on Saturday, May 11, 2019, all vehicular traffic shall be rerouted or otherwise controlled on certain sections of Richard Jackson Boulevard., Middle Beach Road, Bay Parkway west to SR 79, SR 79 north to the City limits, and from SR79 east on Front Beach Road per the attached maps which accompany this Resolution to accommodate the Event.
3. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PANAMA CITY BEACH

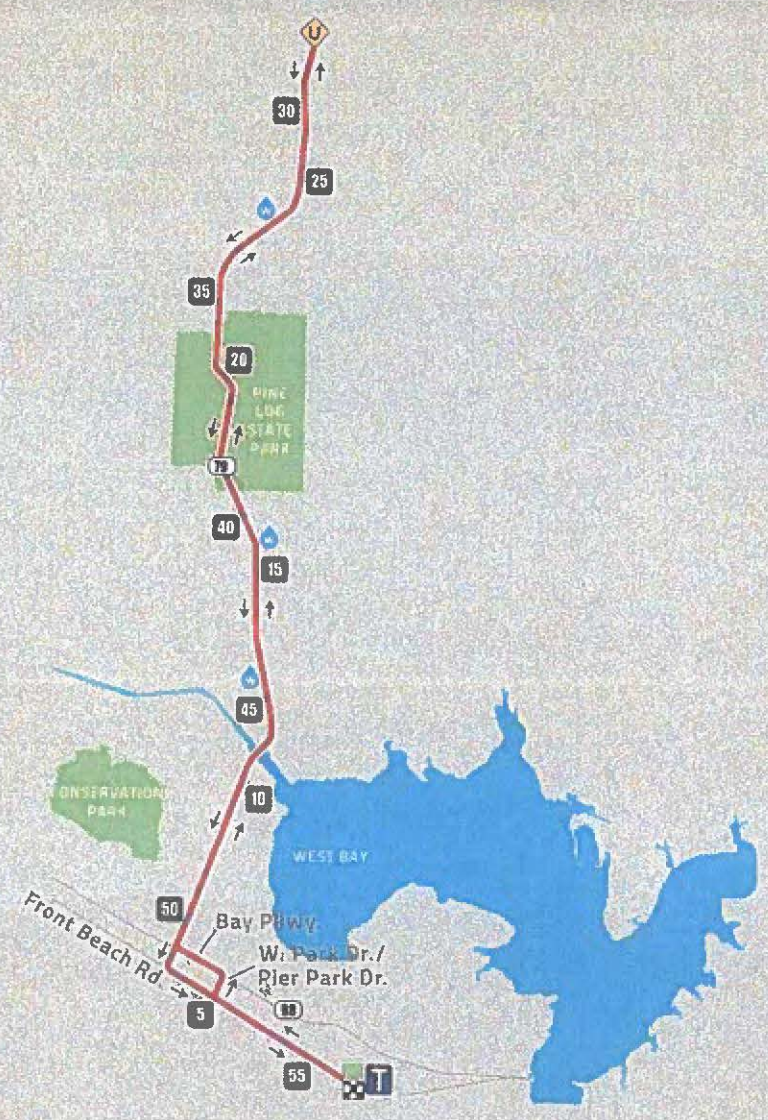
By: \_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

CONSENT  
AGENDA ITEM # 1

Resolution 19-69



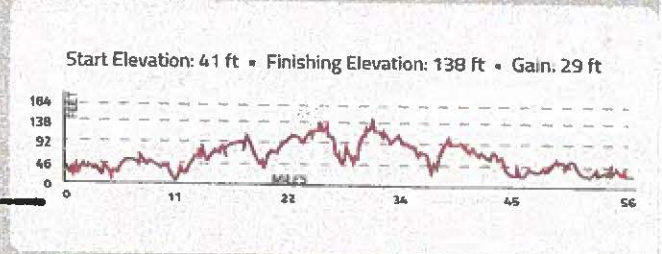
**TURN BY TURN DIRECTIONS**

- Exit transition at West Gate
- Turn left on Front Beach Road
- Left turn Front Beach Road / Hutchinson Blvd intersection
- Right turn onto W. Park Drive / Pier Park Drive continuing on to Bay Parkway
- Right turn on Hwy 79N
- Continue on Hwy 79N to turnaround (6.7 miles north of Hwy 79 & Hwy 20)
- Continue on Hwy 79S to Front Beach Road
- Left turn onto Front Beach Road
- Right turn at Front Beach Road / Hutchinson Blvd intersection
- Right turn into Edgewater Beach Resort Property (West Gate)
- Enter transition

**LEGEND**

- TRANSITION AREA
- START LINE
- FINISH LINE
- MILE MARKERS
- U-TURN
- WATER/AID STATION

**CONSENT AGENDA ITEM # 1**





LEGEND	
	TRANSITION AREA
	START LINE
	FINISH LINE
	1 <sup>st</sup> LOOP MILE MARKERS
	2 <sup>nd</sup> LOOP MILE MARKERS
	3 <sup>rd</sup> LOOP MILE MARKERS
	WATER/AID STATION

**CONSENT**  
**AGENDA ITEM #** 1

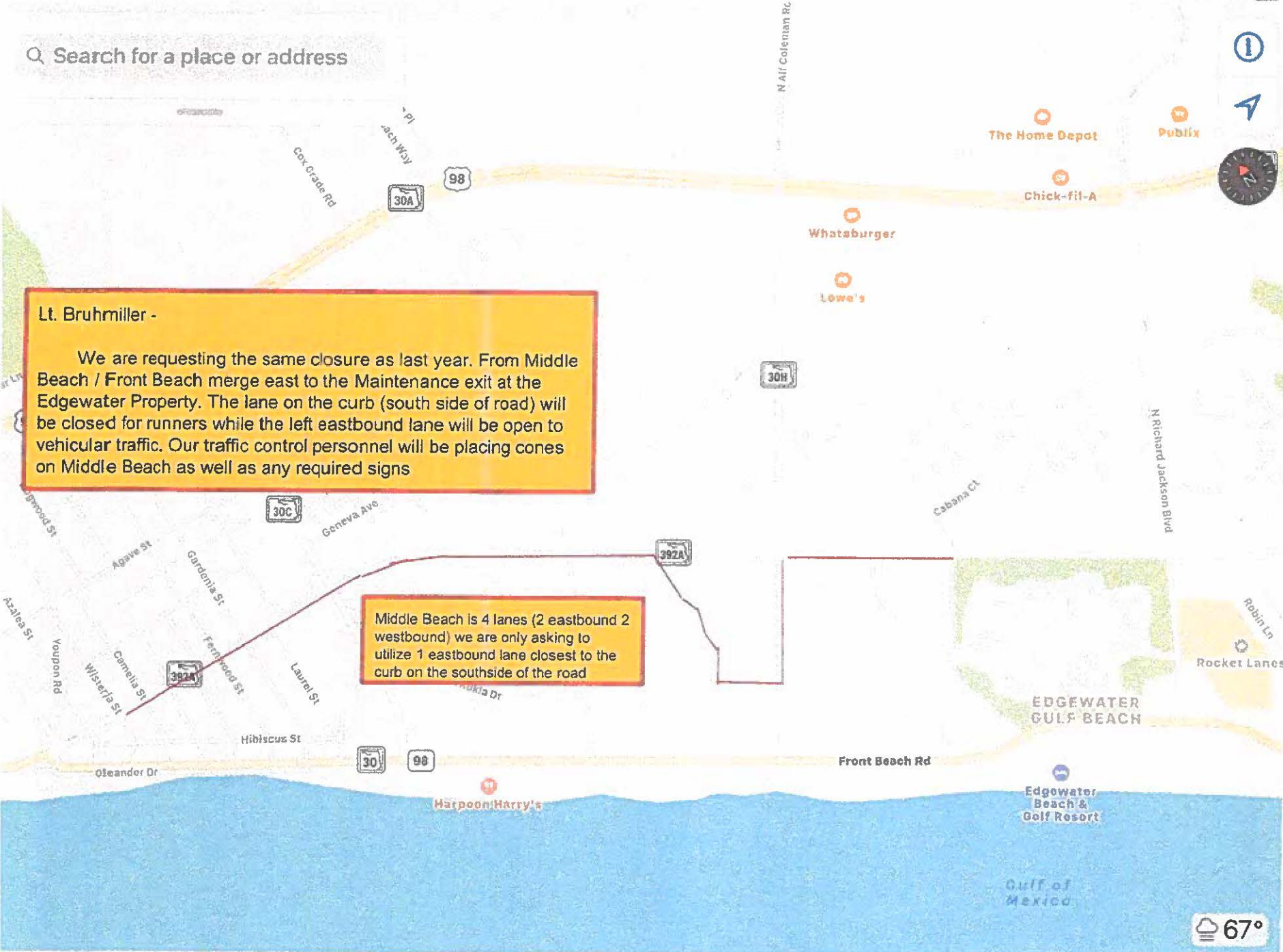
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**Lt. Bruhmiller -**

We are requesting the same closure as last year. From Middle Beach / Front Beach merge east to the Maintenance exit at the Edgewater Property. The lane on the curb (south side of road) will be closed for runners while the left eastbound lane will be open to vehicular traffic. Our traffic control personnel will be placing cones on Middle Beach as well as any required signs

Middle Beach is 4 lanes (2 eastbound 2 westbound) we are only asking to utilize 1 eastbound lane closest to the curb on the southside of the road



CONSENT  
AGENDA ITEM # 1





TO: City of PANAMA CITY BEACH  
FROM: IRONMAN 70.3 GULF COAST  
SUBJECT: TEMPOARY ROAD CLOSURE

March 11, 2019

City of Panama City beach Commission

In preparation for the 37<sup>th</sup> running of IRONMAN 70.3 Gulf Coast triathlon we are in the planning / permitting phase of the event process. While this event has a long history of running in Panama City Beach, we continue to improve the event with continued feedback from the community and all agencies we coordinate with. While this event continues to grow, we look for ways to improve the event experience with everyone effected. Last year we were able to make changes to the courses to help with traffic congestion as well as the impact on the community. We are requesting permission to use property and roads located in Panama City Beach, Florida.


While the swim and bike courses remained the same, we have made minor changes to the run course which continue to improve the event experience for all athletes and residents alike. We are again requesting a single lane closure on Middle Beach Road from the Front Beach / Middle Beach merge going east to the maintenance exit of the Edgewater Beach Resort property.(See Attachment)

Explanation of work for the lane closure are as followed:

Request the east bound lane (south side of road along the curb) traveling east be closed to allow runners to use the lane for the course. On May 11, 2019 between the hours of 6am - 4pm vehicular traffic traveling east will be limited to one lane while there will be no effect on west bound traffic. This is the same coursed used in 2018 which we received positive feedback with the event operation from the community. We are working closely with the PCBPD, FDOT, and several businesses to ensure we have a minimal impact on traffic within the area of the event at the Edgewater Beach Resort properties at 11212 Front Beach Drive.

We appreciate the continued support of the city of Panama City Beach community and we are proud to be an intricate part of our community's recovery from Hurricane Michael.

Please don't hesitate to reach out to me directly with any concerns related to IRONMAN 70.3 Gulf Coast triathlon.

  
Benjamin H Rausa Jr.  
Race Director  
IRONMAN Florida  
IRONMAN 70.3 Gulf Coast  
850-774-6221

CONSENT  
AGENDA ITEM # \_\_\_\_\_

1

**REGULAR ITEM**

**1**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
MARCH 28, 2019

3. REQUESTED MOTION/ACTION:  
APPROVE TRANSPORTATION CONCURRENCY AGREEMENT WITH THE ST. JOE COMPANY REGARDING CONVEYANCE OF LAND FOR BAY PARKWAY SEGMENT 2

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 has determined that Bay Parkway-Segment 2 will significantly reduce trips, access problems and congestion on the Panama City Beach Parkway, and will similarly increase mobility within the City's transportation network generally and on the Panama City Beach Parkway specifically. The St. Joe proposes to contribute land for Bay Parkway – Segment 2, which will expedite the City's construction of that corridor and the realization of its anticipated benefits to the City's transportation network.

The Florida Legislature, through the adoption of Florida Statute §339.282, has concluded that allowing the private sector to finance, construct, and improve transportation facilities can provide a significant benefit to the citizens of this state by facilitating transportation of the general public without the need for additional public tax revenues. The statute provides that a developer or land owner may receive concurrency credits by contributing right-of-way for a state or local transportation facility or segment that improves traffic flow, capacity or safety, which contribution shall be memorialized in a legally binding agreement.

The agreement sets forth the terms of conveyance and the application and adjustment of concurrency credits.

Staff recommends approval.

**RESOLUTION 19-70**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE AGREEMENT WITH THE ST. JOE COMPANY FOR THE CONVEYANCE OF LAND NEEDED FOR BAY PARKWAY SEGMENT 2, IN THE BASIC AMOUNT OF \$730,094.86.**

**BE IT RESOLVED** that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company, for the Transportation Concurrency Proportionate Share relating to the Bay Parkway Segment 2 Roadway Project, in the amount of Seven Hundred Thirty Thousand, Ninety-Four Dollars and Eighty-Six Cents (\$730,094.86), in substantially the form attached and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARY JAN BOSSERT, CITY CLERK

**TRANSPORTATION CONCURRENCY  
PROPORTIONATE SHARE AGREEMENT**

This TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE ST. JOE COMPANY, a Florida Corporation for itself and on behalf of its subsidiaries (hereinafter collectively referred as “St. Joe”), and the CITY OF PANAMA CITY BEACH, a Florida municipal corporation (the “City”).

**WITNESSETH**

WHEREAS, the Florida Legislature, through the adoption of Florida Statute §339.282 (the “Statute”) has concluded that allowing the private sector to finance, construct, and improve transportation facilities can provide a significant benefit to the citizens of this state by facilitating transportation of the general public without the need for additional public tax revenues; and

WHEREAS, the Statute encourages the private sector to provide necessary transportation improvements by creating a mechanism for a developer or property owner that voluntarily provides such improvements to obtain credit against any future transportation concurrency requirements pursuant to Chapter 163; and

WHEREAS, the City administers transportation concurrency pursuant to Section 6.06.00 of the City’s Land Development Code; and

WHEREAS, the Statute provides that a developer or land owner may receive concurrency credits by contributing right-of-way for a state or local transportation facility or segment that improves traffic flow, capacity or safety; and

WHEREAS, the Statute requires that such concurrency credit be memorialized in a legally binding agreement, which the parties intend by this agreement to create; and

WHEREAS, St. Joe proposes to submit one or more applications for the development of its property located in the City of Panama City Beach; and

WHEREAS, the City has adopted and implemented a transportation concurrency management system to address the availability and sufficiency of transportation facilities to serve new development consistent with level of service standards, which are set forth in the City's Comprehensive Plan; and

WHEREAS, at the time of this Agreement, the City has determined that Panama City Beach Parkway from Mandy Lane to Richard Jackson Boulevard, and Front Beach Road Segments 3 and 4, fall below the minimum acceptable level of service, and such segment will be materially affected by the development of St. Joe property; and

WHEREAS, the City has determined that authorizing new development without the mitigation provided for in this agreement would result in an untenable failure of the level of service standards for transportation facilities, and will exacerbate existing deficiencies in level of service; and

WHEREAS, St. Joe proposes to contribute land for a road which will provide parallel facility to Panama City Beach Parkway/US 98, as shown on Exhibit "A" ("Bay Parkway – Segment 2"); and

WHEREAS, the City finds that Bay Parkway-Segment 2 will significantly reduce trips, access problems and congestion on the Panama City Beach Parkway, and will similarly increase mobility within the City's transportation network generally and on the Panama City Beach Parkway specifically; and

WHEREAS, the City finds that the present conveyance of land for Bay Parkway Segment 2 will expedite the City's construction of that corridor and the realization of its anticipated benefits; and

WHEREAS, the "FY 2019-2023 Transportation Improvement Program" adopted by the Bay County Transportation Planning Organization (TPO) June 27, 2018 and amended December 5, 2019 includes "Loop Road Phase 2", now known as Bay Parkway Segment 2, within its plan and demonstrates the public benefit that construction of this Bay Parkway Segment 2 will provide; and

WHEREAS, the parties agree that transportation concurrency shall be satisfied by the execution of this legally binding Agreement to provide mitigation proportionate to the demand for transportation facilities to be created by new St. Joe development; and

WHEREAS, the construction of the "Bay Parkway – Segment 2" will improve traffic flow, capacity and safety; and

WHEREAS, St. Joe has entered into an Ecosystem Management Agreement ("EMA") with Florida Department of Environmental Protection ("FDEP") dated October 11, 2004 covering a regional area inclusive of the "Bay Parkway – Segment 2" area; and

WHEREAS, the Army Corps of Engineers ("Corps") has issued a Regional General Permit dated June 30, 2004 and renewed on June 23, 2009 and March 25, 2015 referred to as RGP/SAJ-86 ("RGP") covering a regional area inclusive of the "Bay Parkway – Segment 2" area; and

WHEREAS, the EMA and RGP include certain environmental and stormwater design procedures and requirements; and

WHEREAS, St. Joe agrees to be co-permittee for EMA and RGP permits that will be required for "Bay Parkway Segment 2" construction.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The forgoing recitals are true, complete and not misleading and hereby incorporated into this Agreement by this reference as if fully set forth herein.

**Part 1—Concurrency Agreements**

2. **Legally Binding Commitment.** The parties agree that this Agreement constitutes a legally binding commitment by St. Joe to provide proportionate share mitigation for the development of St. Joe property within the City.

3. **Proportionate Share Mitigation.**

- a. St. Joe agrees to convey real property comprising approximately 66.7 acres of land, (the “Proportionate Share Mitigation ROW”), consisting of a 200’ wide east-west segment, and a 150’ north-south segment, as generally depicted in Exhibit A attached and incorporated herein, together with 3 stormwater ponds. The 66.7 acres of land contemplated herein does not include any land that may be subsequently conveyed as required for wetland mitigation needed for construction of Bay Parkway Segment 2 for which the Proportionate Share Mitigation ROW is intended to be used.
- b. The parties acknowledge the precise perimeter of the land to be conveyed for the Proportionate Share Mitigation ROW will be determined following a wetland delineation of St. Joe lands which will then permit development of precise metes and bounds legal descriptions.



- c. The parties acknowledge that the exact location of the final Proportionate Share Mitigation ROW land to be conveyed shall be subject to St. Joe's approval and agree the alignment of the road may be changed by either party prior to City's advertisement for the construction of Bay Parkway Segment 2, but that the general route and specific termini will not change.
4. **Timing of Closing.** The parties agree that the conveyance of St. Joe's Proportionate Share Mitigation ROW shall occur within forty five (45) days of completion of the Survey, which shall allow sufficient time for the Title Commitment to be updated by St. Joe and delivered to the City, but no later than nine (9) months from the execution of this Agreement (the "Closing"). Notwithstanding the foregoing, and except as otherwise provided in Section 5f, the Closing shall occur before issuance of final certificate of occupancy for a St. Joe development for which it seeks to rely on the Concurrency Credit contemplated by this Agreement.
5. **Proportionate Fair Share Land Credit.**
  - a. Value of Road Right of Way. As consideration for St. Joe's Proportionate Share Mitigation ROW contribution specified herein, the Parties agree that the City shall provide St. Joe a credit of Ten Thousand Nine Hundred Forty Five Dollars and 95/100 (\$10,945.95) per acre of land contributed (the "Concurrency Credit"). This valuation is based on an appraisal of the property's fair market value prepared by Giles Appraisal Group dated November 6, 2017.
  - b. Value of Stormwater. St. Joe agrees to convey additional land for stormwater ponds necessary to support the Bay Parkway Segment 2 Project as identified on the Survey. The parties hereby agree that the City shall provide St. Joe

additional Concurrency Credit of Ten Thousand Nine Hundred Forty Five Dollars and 95/100 (\$10,945.95) per acre as consideration for St. Joe's conveyance of the additional land.

- c. Projects for which Concurrency Credit may be applied. The Concurrency Credit may be applied against proportionate share mitigation calculated for development applications involving any St. Joe land, to include any land owned by one of St. Joe's subsidiary companies or an entity in which St. Joe maintains a material ownership interest, within the corporate limits of the City of Panama City Beach, as such development will negatively affect the level of service of the Panama City Beach Parkway between Mandy Lane and Richard Jackson Boulevard, Front Beach Road Segments 3 and 4, or any segments of other roadways in the City which fall below the minimum acceptable level of service at the time an application for a Local Development Order is submitted.
- d. Process to Utilize Concurrency Credits. If after review of an application for a Local Development Order or similar development application, the City determines a transportation concurrency deficiency exists, St. Joe at its sole discretion, may choose to satisfy the deficiency via the Concurrency Credit established by this Agreement. St. Joe shall provide a written request to the City's Planning Official indicating its intent to utilize the Concurrency Credit for the proposed development. The written request shall include information deemed necessary by the City on the proposed development that is to utilize the Concurrency Credit. The Planning Official shall have fifteen (15) working days to review the written request and confirm in writing to St. Joe the official use

of the portion of the Concurrency Credit which the City approves. The methodology to be used by the Planning Official to calculate the proportionate fair share mitigation cost for an eligible development shall be as provided in Section 6.06.06B, City's Land Development Code based on the rates in effect as of the date of this Agreement and notwithstanding any amendment to the Land Development Code or other City ordinance. The City shall thereafter subtract the approved amount from the ledger.

- e. Duration. St. Joe shall have 15 years from the execution of this Agreement (the "Expiration Date") to utilize the Concurrency Credits contemplated herein. Concurrency Credits may be applied beyond this 15 year period to St. Joe projects for which St. Joe has obtained a Local Development Order prior to the Expiration Date, provided such Development Order is still in full force and effect at such time as St. Joe seeks a building permit for such project.

Notwithstanding the foregoing, in the event of an economic downturn or recession-like circumstance ("Economic Downturn") during the 15 year term of this Agreement, the Expiration Date shall be extended for such period of time to coincide with the Economic Downturn. For purposes of this Agreement, an Economic Downturn shall be deemed to have occurred when there has been a twenty percent (20%) decrease in economic indicators over a four-month period such as (A) the City's collection of business tax receipts, or (B) real property values within the City boundaries, or (C) water and sewer revenues within the City, or (D) other economic indicators as the parties may agree to. The parties agree the economic indicators existing in the 4 months immediately preceding

the effective date of this Agreement represent extraordinary post-Hurricane Michael circumstances which shall not be considered in determining whether an Economic Downturn has occurred.

f. Application to pending projects. The parties agree that upon St. Joe's execution of this Agreement and prior to Closing, Concurrency Credits shall be applied to the following pending projects for which the City has already issued building permits, but not yet issued Certificates of Occupancy ("Pending Projects"):

- i. Starbucks, \$48,300
- ii. Embassy Suites, \$110,400
- iii. Townplace Suites, \$67, 200
- iv. Pier Park Crossings Apartments, \$72,000

The City agrees that any delay in the Closing arising from circumstances beyond the control of St. Joe, i.e., the City's delivery of a Survey, shall not prevent application of Concurrency Credits to the Pending Projects or the issuance of final Certificates of Occupancy for the Pending Projects.

6. **Use of Proportionate Share Mitigation ROW by City.** The City agrees to apply the Proportionate Share Mitigation ROW contributed by St. Joe towards the development of Bay Parkway Segment 2, a limited access road (the "ROW Project"), which project shall connect the existing East-West terminus of Bay Parkway to the existing North-South terminus of North Nautilus Street, both publicly owned roads and rights of way.
7. **No Guarantee of Development Order Approval.** Nothing in this Agreement shall require the City to approve any application for development submitted by St. Joe unless such

application complies with the City's Comprehensive Plan and Land Development Code then in effect.

8. **Bank.** The City agrees that upon execution of this Agreement, the City shall establish a "bank" of Concurrency Credit in the amount of Seven Hundred Thirty Thousand Ninety Four and 86/100 (\$730,094.86) which shall be adjusted to add any amounts related to additional credits accrued from the conveyance of land for stormwater ponds or wetland mitigation (the "Concurrency Credit"). The Concurrency Credit shall be maintained in a ledger by the Planning Director of the City and copies shall be distributed to St Joe.
9. **Authority for Agreement.** This Agreement is being executed in accordance with the authority and provisions set forth in Sections 163.3180(6) and 339.282, Florida Statutes, and Section 6.06.00 of the City's Land Development Code.

## Part II— ROW Project Agreements

10. **Right of Entry.** St. Joe hereby grants to the City a license to enter upon the Proportionate Share Mitigation ROW for purposes of undertaking or performing any inspections, tests, surveys or investigations as City deems necessary or desirable for the ROW Project. This license shall extend to City's agents, representatives, consultants, and contractors. Any damage to St. Joe land or improvements thereon caused by any such entry, inspection, test, or investigation shall be repaired immediately by City. Subject to the limits of Section 768.28 and without waiving its sovereign immunity, City shall defend, indemnify and hold St. Joe harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against St. Joe arising out of such entry, inspection, test or investigation. This right of entry shall commence with the effective date of this Agreement and shall

terminate on the earlier of: (a) Closing (defined in this Agreement); or (b) 22 days following the date of the City Council's action to conclusively reject construction of the ROW Project as evidenced by recorded vote of the City Council. The provisions of this Section 10 shall survive Closing or the earlier termination of this Agreement.

11. Design and Permitting. The City intends to immediately undertake the design and permitting of the ROW Project. The parties agree they will use their best efforts to ensure the design and permitting of the ROW Project will be completed on or before October 1, 2019. The City shall be responsible for the planning, design, permitting and associated mitigation of the ROW Project. The City shall pay all costs associated with the engineering, surveying, permitting and construction of the ROW Project. Within 14 days of the City's receipt of 60% complete design plans, the City will submit same to St. Joe for approval, which approval shall not be unreasonably withheld or delayed.
  
12. St. Joe Permits. The Proportionate Share Mitigation ROW is subject to the EMA and RGP which establish certain guidelines for regulatory permitting of the property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies. The EMA and RGP may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joecema.htm>. St. Joe hereby agrees to serve as the co-applicant to the City on any EMA or RGP permit applications. The City agrees to obtain any necessary permits related to (i) wetlands impacts and subsequent mitigation due to construction upon low quality wetlands, (ii) wetlands impacts and subsequent mitigation due to construction upon high quality wetlands, and (iii) the management of stormwater or provision of stormwater improvements necessary to support the ROW Project in compliance with the EMA and RGP. The City shall be responsible for

any and all costs related to the application for the EMA and RGP permits. The City agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event the City is permitted to fill or otherwise impact any wetlands located on the Proportionate Share Mitigation ROW pursuant to the EMA or RGP, the City agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, the City acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA and as may be incorporated into the RGP. Subject to the limits of Section 768.28 and without waiving its sovereign immunity, City shall defend, indemnify and hold St. Joe harmless from and in respect to any loss, costs, damage or expense as a result of either: (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Proportionate Share Mitigation ROW, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore the property to its original condition prior to filling or impacting pursuant to the written direction of St. Joe and/or applicable governing authorities or (b) the City's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA. Nothing herein shall preempt the City's obligation to obtain a dredge and fill permit for any wetland impacts on the Proportionate Share Mitigation ROW, as required by the Corps.

13. Mitigation. The City shall be solely responsible for all mitigation required for impacts to low quality wetlands and high quality wetlands within the ROW Project area.

Any mitigation credits for impacts to wetlands related to the ROW Project shall be purchased by the City from St. Joe's Breakfast Point Mitigation Bank at 50% of the market price. The City and St. Joe shall enter into a separate agreement for the purchase of mitigation credits at the time the City determines the number of mitigation credits required for the ROW Project, which agreement may expressly permit the contribution of Concurrency Credits in lieu of a cash purchase, in the City's sole discretion. The formula to be used to determine the number of mitigation credits is as follows:

X = High Quality Wetland Impacts

$\underline{X} \times .92 \text{ FU (Functional Unit per the RGP/EMA)} = \underline{\quad} \times \$75,000.00 \text{ (market price of mitigation credit)} = \underline{\quad} \times 50\% = \text{purchase price}$

X = Low Quality Wetland Impacts

$\underline{X} \times .65 \text{ FU (Functional Unit per the RGP/EMA)} = \underline{\quad} \times \$75,000.00 \text{ (market price of mitigation credit)} = \underline{\quad} \times 50\% = \text{purchase price}$

14. St. Joe Cooperation. St. Joe agrees to use its best efforts to cooperate and assist the City in its attempts to obtain environmental permits necessary for the ROW Project as further set forth in Section 12. St. Joe shall, within five (5) days following the date of this Agreement, provide City with copies of all Phase I environmental reports, surveys or other due diligence materials of any nature in its possession (the "Due Diligence Materials"). St. Joe represents that there are no current permits associated with the ROW Project. City shall return the Due Diligence Materials to St. Joe no later than five (5) days following termination of this Agreement.

### Part III—Closing Agreement

15. **Survey and Title.**

- a. Title. As soon as practicable after legal descriptions of the Proportionate Share Mitigation ROW are completed, St. Joe shall order and deliver to the City a standard form



of ALTA Owner's Title Commitment in an amount to be determined (the "Commitment") covering the Proportionate Share Mitigation ROW to be conveyed, or such larger parcel assessed to St. Joe on the most recent ad valorem tax roll which is reasonably anticipated to cover the final location of the Proportionate Share Mitigation ROW, to be issued by a Title Insurance Company licensed to do business in the State of Florida ("Title Company"), together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Within thirty (30) days of receipt of the Commitment, together with copies of all documents constituting exceptions to title and Survey, City shall give notice in writing to St. Joe of any defects in or objections so specified. Failure to give such notice shall be a waiver of any defects or objections. If St. Joe elects not to clear the title of defects and objections within forty-five (45) days of receipt of City's objections, the City may either (a) proceed to Closing and take title subject to the defects; or (b) terminate this Agreement and neither party shall have any further obligations hereunder, except for those provisions which expressly survive Closing or the earlier termination of this Agreement.

b. Survey. Upon completion of design plans, the City shall cause to be prepared, at its expense, a boundary survey of the Proportionate Share Mitigation ROW, together with any stormwater ponds which are necessary for the ROW Project. Said boundary survey shall be prepared by a licensed Florida land surveyor ("Survey"). The Survey shall be certified to City, St. Joe and the Title Company.

**16. Conveyance of Proportionate Share Mitigation ROW.** At Closing, St. Joe agrees to dedicate and convey fee-simple title to the Proportionate Share Mitigation ROW by Special Warranty Deed in substantially the form attached and incorporated as Exhibit B hereto (the "Deed"), free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- a. General real estate taxes for the year of closing and subsequent years not yet due and payable;
- b. Any exceptions approved or waived by the City pursuant to this Agreement; and
- c. Any exceptions approved by the City in writing; and
- d. Any exceptions disclosed in the public record.

**17. St. Joe's Reservation of Rights.** St. Joe reserves perpetual easements upon, under, over and across the Proportionate Share Mitigation ROW for access, maintenance and utilities, in addition to the right to tie into Bay Parkway – Segment 2 with driveways or additional road rights-of-way, or both, provided St. Joe complies with all applicable local, state and federal laws.

**18. Closing Costs.** Each party shall pay their respective attorney's fees related to this transaction. The City shall pay for the documentary stamps affixed to the deed, recording fees and the Survey. St. Joe shall pay for the following costs:

- a. Title Commitment.
- b. Owner's Title Policy.
- c. Real property taxes shall be prorated and adjusted on the basis of thirty (30) days of each month. St. Joe to be responsible for all days prior to and including the date of Closing. Taxes for all prior years shall be paid by St. Joe. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined.
- d. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured.
- e. Assessments of an annual and continuing nature, such as stormwater assessments, shall be prorated as taxes, as described above.

#### **Part IV—General Provisions**

**19. Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties in this Agreement.

**20. St. Joe's Representations.** As a material inducement to the City to execute and perform its obligations under this Agreement, St. Joe represents and warrants that:

- a. There are no actions, suits, or proceedings (including condemnation) pending or threatened against St. Joe, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign which could adversely affect the ability of St. Joe to perform any of its obligations undertaken in this Agreement, nor is St. Joe aware of any facts which to its knowledge might result in any such action, suit, or proceeding, which could adversely affect the ability of St. Joe to perform any of its obligations undertaken in this Agreement.
- b. St. Joe has good, absolute, and indefeasible title to all of the lands encompassing the Proportionate Share Mitigation ROW, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever not reflected in the Official Records of Bay County.
- c. The entry of this Agreement and St. Joe's performance of its obligations hereunder will not violate or contradict any agreement, judicial decree or federal or state administrative order or permit by which St. Joe is bound.
- d. To the best knowledge of St. Joe's representatives familiar with the property, but without conducting an independent investigation, the Proportionate Share Mitigation ROW is not contaminated with any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety including but not limited to substances regulated as "pollutants" under the Federal Water Pollution Control Act or substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Oil Pollution Act, the Federal Toxic Substances Control Act, or Chapters 373, 376, or 403 of the Florida Statutes and that the Proportionate Share Mitigation ROW has ever been used as a fill site, dump site, storage site of hazardous substances, livestock farm, manufacturing site of any product, or for any other industrial use.

The forgoing representations and warranties shall be renewed at Closing.

**21. Applicable law; jurisdiction; venue; attorneys' fees.** This Agreement and the rights and obligations of any party hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter shall be exclusively in Bay County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or enforceable by any court of competent jurisdiction, then the remainder

of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event it becomes necessary for any party to enforce its rights under the terms of this Agreement then, in that event, the prevailing party(ies) shall be entitled to recover reasonable attorney's fees and court costs, including all trial and appellate litigation.

22. **Joint preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.
23. **Amendment.** No modification, amendment or alteration in the terms of conditions contained herein shall be effective, unless contained in a written document executed by all Parties to the Agreement and approved by the City Council.
24. **Assignment.** No assignment of this Agreement or any rights hereunder shall be made in whole or in part by any party without the express written consent of the other party, which may be withheld in their sole discretion. Notwithstanding the foregoing, St. Joe shall be entitled to utilize the Concurrency Credit, or portions thereof, for development of land owned by St. Joe or a St. Joe subsidiary or an entity in which St. Joe maintains a material ownership interest.
25. **Further assurances.** Each of the parties hereto agrees to execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties thereby declare their intention to cooperate with each other in affecting the terms of this Agreement, and to

coordinate the performance of their respective obligations under the terms of this Agreement.

26. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

As to St. Joe:

The St. Joe Company  
133 South Watersound Parkway  
Watersound, Fl. 32461  
Attention: Legal Department

As to the City:

City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413  
Attention: City Manager

Draft dated 20190322

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

THE ST. JOE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

Exhibit A

(depiction of approximately 52 acres of land to be conveyed to City  
as form of proportionate fair share mitigation)



Exhibit B

(form of warranty deed)

THIS DOCUMENT PREPARED  
BY AND RETURN TO:  
Legal Department  
The St. Joe Company  
133 S. Watersound Parkway  
Watersound, FL 32461

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by **THE ST. JOE COMPANY**, a Florida corporation, and **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company (collectively, "Grantor"), having an address of 133 S. Watersound Parkway, Watersound, FL 32461, in favor of the **CITY OF PANAMA CITY BEACH FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida ("Grantee"), having an address of 110 South Arnold Road, Panama City Beach, Florida, 32413.

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee its successors and assigns forever, the following described land, situate, lying and being in the County of Bay, State of Florida (the "Property"), more particularly described on **Exhibit "A"** attached hereto and made a part hereof.

**SUBJECT TO:** Ad valorem taxes for 2019 and subsequent years, and all dedications, easements, restrictions and other matters of record (together, the "Permitted Exceptions").

**AND** Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor (other than claims related to the Permitted Exceptions), its successors and assigns, and not otherwise.

Grantor reserves perpetual easements upon, under, over and across the Property for access, maintenance and utilities, in addition to the right to tie into the Property with driveways or additional road rights-of-way, or both, provided Grantor complies with all applicable local, state and federal laws.



Draft dated 20190322

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, seal and delivered  
in the presence of

**THE ST. JOE COMPANY,**  
a Florida corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of THE ST. JOE COMPANY,  
a Florida corporation, on behalf of the corporation, who is personally known to me.

\_\_\_\_\_  
Notary Public

Draft dated 20190322

Signed, seal and delivered  
in the presence of

**ST. JOE TIMBERLAND COMPANY OF  
DELAWARE, L.L.C.,**  
a Delaware limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of ST. JOE TIMBERLAND  
COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the  
company, who is personally known to me.

\_\_\_\_\_  
Notary Public

**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
03/28/19

3. REQUESTED MOTION/ACTION:

Staff requests Council approval of Budget Amendment #20 which accounts for the increased costs incurred in FY 2019 related to Hurricane Michael.

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 a result of Hurricane Michael, the City incurred additional costs which were not anticipated in the City's proposed budget for FY 2019. The costs primarily relate to personnel salaries and related benefits and operational expenses incurred responding to the storm. The attached budget amendment #20 covers all City funds and departments and reflects the use of cash reserves to fund the storm response. It is anticipated that most of these costs will be recovered from FEMA. The City's cash reserves will be increased in the future as FEMA reimbursements are received. Staff requests approval of budget amendment #20 which increases the City's budget to reflect the costs of Hurricane Michael.

**RESOLUTION 19-71**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING BUDGET AMENDMENT #20 RELATED TO ADDITIONAL COSTS ASSOCIATED WITH HURRICANE MICHAEL; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

**WHEREAS**, Hurricane Michael made landfall on October 10, 2018; and

**WHEREAS**, while largely spared from its devastation City staff took extraordinary measures to serve as a safe haven to our neighboring communities to the East; and

**WHEREAS**, the resources required for that necessitated substantial expense of emergency and overtime pay; and

**WHEREAS**, the City continues to seek reimbursement of these expenses through State and Federal Aid; and

**WHEREAS**, funding of the City's emergency response necessitates use of cash reserves.

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

1. The following budget amendment #20 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, in relation to the additional costs associated with Hurricane Michael as shown in and in accordance with the attached and incorporated Exhibit A.
2. 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 \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By \_\_\_\_\_  
MIKE THOMAS, MAYOR

**ATTEST:**

\_\_\_\_\_  
MARY JAN BOSSERT, CITY CLERK

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

No. BA # 20

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.12-10	Salaries Regular	630,000.00	24,500.00	654,500.00
TO	001-1300-513.21-10	FICA	52,464.00	1,900.00	54,364.00
TO	001-1300-513.22-10	Retirement	62,392.00	2,450.00	64,842.00
TO	001-1300-513.52-91	Operating Hurricane Michael	0.00	25,000.00	25,000.00
TO	001-1400-514.52-91	Operating Hurricane Michael	0.00	60,000.00	60,000.00
TO	001-1500-515.12-10	Salaries Regular	176,500.00	7,300.00	183,800.00
TO	001-1500-515.14-10	Salaries Overtime	1,000.00	2,500.00	3,500.00
TO	001-1500-515.21-10	FICA	13,873.00	750.00	14,623.00
TO	001-1500-515.22-10	Retirement	19,652.00	2,000.00	21,652.00
TO	001-2101-521.12-10	Salaries Regular	4,452,550.00	270,000.00	4,722,550.00
TO	001-2101-521.13-10	Salaries Other	90,000.00	7,000.00	97,000.00
TO	001-2101-521.14-10	Salaries Overtime	339,635.00	298,000.00	637,635.00
TO	001-2101-521.21-10	FICA	379,462.00	44,000.00	423,462.00
TO	001-2101-521.22-20	Retirement Sworn	730,933.00	105,100.00	836,033.00
TO	001-2101-521.52-91	Operating Hurricane Michael	0.00	40,000.00	40,000.00
TO	001-2200-522.12-10	Salaries Regular	2,320,000.00	125,000.00	2,445,000.00
TO	001-2200-522.13-10	Salaries Other	138,000.00	40,000.00	178,000.00
TO	001-2200-522.14-10	Salaries Overtime	410,000.00	120,000.00	530,000.00
TO	001-2200-522.21-10	FICA	222,097.00	22,000.00	244,097.00
TO	001-2200-522.22-10	Retirement	332,787.00	31,850.00	364,637.00
TO	001-2200-522.52-91	Operating Hurricane Michael	0.00	25,000.00	25,000.00
TO	001-2400-524.12-10	Salaries Regular	538,500.00	20,000.00	558,500.00
TO	001-2400-524.14-10	Salaries Overtime	6,000.00	10,000.00	16,000.00
TO	001-2400-524.21-10	FICA	44,424.00	2,295.00	46,719.00
TO	001-2400-524.22-10	Retirement	37,530.00	3,000.00	40,530.00
TO	001-4100-541.12-10	Salaries Regular	600,000.00	25,000.00	625,000.00
TO	001-4100-541.21-10	FICA	53,489.00	2,000.00	55,489.00
TO	001-4100-541.22-10	Retirement	59,383.00	2,500.00	61,883.00
TO	001-7201-572.12-10	Salaries Regular	885,000.00	30,000.00	915,000.00

EXHIBIT A

AGENDA ITEM # 2

TO	001-7201-572.14-10	Salaries Overtime	40,000.00	10,000.00	50,000.00
TO	001-7201-572.21-10	FICA	85,021.00	3,100.00	88,121.00
TO	001-7201-572.22-10	Retirement	102,641.00	4,000.00	106,641.00
TO	001-7201-572.52-91	Operating Hurricane Michael	0.00	50,000.00	50,000.00
FROM	001-8100-999.92-00	Reserves Compensated Absences	650,000.00	(48,300.00)	601,700.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	4,752,589.00	(1,367,945.00)	3,384,644.00
		Check Adjustment Totals:	18,225,922.00	0.00	18,225,922.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To amend the budget for the following -

Unanticipated separation from service of long-term employee in the FD

Additional costs associated with Hurricane Michael related to salaries and related benefits and operating expenses

**ROUTING FOR APPROVAL**

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

**AGENDA ITEM # 2**





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

No. BA # 20

FUND	PIER ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	402-7500-575.12-10	Salaries Regular	318,000.00	15,000.00	333,000.00
TO	402-7500-575.14-10	Salaries Overtime	14,000.00	5,000.00	19,000.00
TO	402-7500-575.21-10	FICA	37,533.00	1,550.00	39,083.00
TO	402-7500-575.22-10	Retirement	36,905.00	2,200.00	39,105.00
TO	402-7500-575.52-91	Operating Hurricane Michael	0.00	10,000.00	10,000.00
FROM	402-7500-575.96-00	Reserves Available for Expenditures	140,327.00	(33,750.00)	106,577.00
	<b>AQUATIC CENTER</b>				
TO	403-0000-572.12-10	Salaries Regular	173,000.00	7,500.00	180,500.00
TO	403-0000-572.14-10	Salaries Overtime	10,000.00	3,500.00	13,500.00
TO	403-0000-572.21-10	FICA	26,909.00	850.00	27,759.00
TO	403-0000-572.22-10	Retirement	20,279.00	1,250.00	21,529.00
TO	403-0000-572.52-91	Operating Hurricane Michael	0.00	30,000.00	30,000.00
FROM	403-0000-999.96-00	Reserves Available for Expenditures	240,954.00	(43,100.00)	197,854.00
	<b>CRA</b>				
TO	160-5901-559.12-10	Salaries Regular	249,000.00	12,000.00	261,000.00
TO	160-5901-559.14-10	Salaries Overtime	1,000.00	1,000.00	2,000.00
TO	160-5901-559.21-10	FICA	19,856.00	1,000.00	20,856.00
TO	160-5901-559.22-10	Retirement	28,314.00	1,500.00	29,814.00
TO	160-5901-559.52-91	Operating Hurricane Michael	0.00	500.00	500.00
TO	160-2400-524.12-10	Salaries Regular	56,000.00	5,000.00	61,000.00
TO	160-2400-524.14-10	Salaries Overtime	1,000.00	2,000.00	3,000.00
TO	160-2400-524.21-10	FICA	4,529.00	550.00	5,079.00
TO	160-2400-524.22-10	Retirement	6,512.00	800.00	7,312.00
TO	160-2400-524.52-91	Operating Hurricane Michael	0.00	500.00	500.00

AGENDA ITEM # 2

FROM	160-5901-559.95-00	Reserves Restricted	16,968,161.00	(24,850.00)	16,943,311.00
		Check Adjustment Totals:	18,352,279.00	0.00	18,352,279.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget for the following -

Additional costs associated with Hurricane Michael related to salaries and related benefits and operating expenses

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

AGENDA ITEM # 2

**REGULAR ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMIN

2. MEETING DATE:  
MARCH 28, 2019

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION 19-72 AUTHORIZING THE MAYOR TO EXECUTE CERTAIN CONTRACTS OR DOCUMENTS RELATED TO HURRICANE MICHAEL.

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 RECOVERY AND RESPONSE TO HURRICANE MICHAEL, THE CITY ANTICIPATES THE NEED FOR CONTRACTS AND OTHER DOCUMENTS BETWEEN STATE, LOCAL AND FEDERAL AGENCIES. CERTAIN AGENCIES NECESSITATE THE RECEIPT OF RELIEF FUNDS OR GRANTS ON THE EXECUTION OF THESE DOCUMENTS BY THE MAYOR.

THE CITY'S CHARTER REQUIRES COUNCIL APPROVAL OF CONTRACTS WHICH REQUIRE THE EXPENDITURE OF FUNDS IN EXCESS OF \$10,000. CONTRACTS WHICH DO NOT EXPEND FUNDS OR EXPEND LESS THAN \$10,000 MAY BE EXECUTED BY THE CITY MANAGER.

RESOLUTION 19-72 APPROVES THE MAYOR'S EXECUTION OF CONTRACTS OR OTHER DOCUMENTS RELATED TO HURRICANE MICHAEL WHICH DO NOT EXPEND FUNDS IN EXCESS OF \$10,000 OR OTHERWISE CONFLICT WITH THE CITY'S CHARTER OR CODE. APPROVAL WILL ALLOW TO CITY TO CONFORM WITH THE CONTRACTING REQUIREMENTS OF OTHER GOVERNMENT AGENCIES AND WILL EXPEDITE RECEIPT OF CRITICAL HURRICANE MICHAEL RELIEF.

STAFF RECOMMENDS APPROVAL.

## RESOLUTION 19-72

### **A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS REQUIRED BY GOVERNMENT AGENCIES WHICH ARE RELATED TO HURRICANE MICHAEL, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

WHEREAS, the City's Charter allows contracts requiring the expenditure of less than \$10,000 be executed by the City Manager without Council approval but does not contemplate execution by the Mayor; and

WHEREAS, the City anticipates it will be asked to execute multiple agreements for reimbursement of funds, state and federal grants, and other documents related to Hurricane Michael; and

WHEREAS, the City has become aware that certain state and federal agencies, including the Florida Department of Emergency Management, will only accept execution of certain documents by the City's Mayor; and

WHEREAS, in order to expedite the receipt of relief from Hurricane Michael the City Council desires to vest the Mayor with the authority to execute documents in accordance with any state or federal policy.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Mayor of the City of Panama City Beach is hereby authorized to deliver and execute on behalf of the City, any contracts or documents related to Hurricane Michael which are requested or required by any state, local, or federal agency or other third-parties. This authority is limited to contracts or documents which may obligate the City but do not require the expenditure of funds in excess of \$10,000, or otherwise conflict with the City's Charter or Code of Ordinances.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**AGENDA ITEM #** 3

Resolution 19-72