

# 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 13, 2019  
MEETING TIME: 6:00 p.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CHESTER
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MAY 23, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN CHESTER
  - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
- VIII. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
  - 1 **RESOLUTION 19-92, THE USFA PARADE ROAD CLOSURE.** “A Resolution of the City of Panama City Beach, Florida authorizing temporary closures of portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way on the evenings of July 7 and July 14, 2019, for “The USFA Fastpitch World Series of Softball Tournaments Opening Ceremony Parades”.
  - 2 **RESOLUTION 19-93, THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADE ROAD CLOSURE.** “A Resolution of the City of Panama City Beach, Florida authorizing temporary closures of portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way on the afternoons of June 16, June 23, June 30 and July 21, 2019, for the “Grand Slam Baseball World Series Tournaments Opening Ceremony Parades.”
  - 3 **RESOLUTION 19-94, BID AWARD – STREET RESURFACING PROJECT FY 2019.** “A Resolution of the City of Panama City Beach, Florida approving an agreement with GAC Contractors, Inc. related to the 2019 Street Resurfacing Project, in an amount not to exceed \$743,500.”
  - 4 **RESOLUTION 19-95, ENNEAD STORMWATER ASSESSMENT ROLL.** “A Resolution of the City of Panama City Beach, Florida, approving an agreement with Ennead, LLC in the amount of \$15,500 for preparation of the City’s Stormwater Assessment Roll.”
  - 5 **RESOLUTION 19-96, NUISANCE ABATEMENT LIEN – 200 OLEANDER COURT.** “A Resolution of the City of Panama City Beach, Florida, approving an amount of \$907.00 to be liened on property located at 200 Oleander Court for costs incurred by the City to abate nuisances located upon such property; authorizing the appropriate officers of the City to record the lien and notify interested parties of such lien; and providing an immediately effective date.”

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

- NO. OFFICIAL ITEM**
- 1 MG ORDINANCE 1490, AMENDING LDC REGARDING TELECOMMUNICATION FACILITIES IN THE RIGHT-OF-WAY, 2<sup>ND</sup> READING, PUBLIC HEARING AND ADOPTION.
- 2 MG RESOLUTION 19-87, DISPOSITION OF PROPERTY – 9941 THOMAS DRIVE.
- 3 MG CIVIL SERVICE BOARD APPOINTMENT – COUNCIL APPOINTEE.
- 4 MG EXAMINING BOARD APPOINTMENT – COUNCIL APPOINTEE.

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.

     
 City Clerk Date 06.10.19

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

     
 City Clerk Date 06.10.19

**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.**

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E-mailed to interested parties and posted on the website on: 06/10/19 2P.M.

**NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE 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 May 23, 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 9 a.m. with all Councilmen, the City Manager, City Clerk, and City Attorney present.

Police Chaplain John Woodrow of Gulfview United Methodist Church gave the invocation and Councilman Casto led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting May 9, 2019 were read. **Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Casto</b>	<b>Aye</b>
<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</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 Chester made the motion to approve the Agenda as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

**PRESENTATIONS**

1 **STREET/STORMWATER DEPARTMENT UPDATE.** Ms. Jenkins gave a PowerPoint presentation on the Public Works Department. She explained the Public Works Department provides a multitude of services to residences and businesses in the community. Public Works consists of four different divisions: Engineering, Community

Redevelopment Agency (CRA), Stormwater and Streets. A breakdown was presented for each department.

Mr. Gisbert compliments Ms. Jenkins' management of the department. He noted that vastly increased number of projects being handled by the department as well as praising the department's handling of Hurricane Michael debris. Councilman McConnell commented he received several calls complimenting the department for a great job with storm debris pickups. At Councilman Casto's request, Ms. Jenkins stated that Bay Parkway Segment 2 should break ground this fall with completion the following year. Mayor Thomas commented about the construction delays caused by Hurricane Michael, including City Hall construction. Councilman McConnell suggested early completion incentives in future contracts. Councilman Chester thanked Ms. Jenkins for a job well done. Councilman Solis thanked Ms. Jenkins for being proactive in pursuing grant.

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

Mayor Thomas opened the Public Comments section of the meeting at 9:26 a.m. and invited comments.

1 Todd Ingram. Mr. Ingram thanked Ms. Jenkins for a terrific job. He reminded everyone it was Memorial Day weekend and thanked all men and women who died for our freedom. He asked which state legislation was preempted in Ordinance 1490. Councilman McConnell stated it was SB-1000, Ms. Myers affirmed.

With no further comments, Mayor Thomas closed the Public Comments period at 9:28 a.m.

**CONSENT AGENDA**

Ms. Bossert read the Consent Agenda Items by title.

**ITEM 1 RESOLUTION 19-89, TASK ORDER #1, WEST END WATER IMPROVEMENTS – MOTT MACDONALD.** *"A Resolution of the City of Panama City Beach, Florida approving Task Order #1 to the Master Services Agreement with Mott MacDonald Florida, LLC related to Professional Utility Engineering Services for the West End Water System Improvements in the amount of \$96,092."*

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

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

**REGULAR AGENDA**

**ITEM 1 ORDINANCE 1490, TELECOMMUNICATION FACILITIES IN THE RIGHT-OF-WAY, 1ST READING.** Ms. Myers read Ordinance 1490 by title. She explained Ordinance waives applicable placement and design requirements for utility companies who propose to install a utility pole that closely resembles a CRA-style light pole and replaces and existing CRA-style light pole or is placed where a CRA-style light would be placed in the future. The ordinance also provides that when an applicant can meet the regular rules for placement of a Small Wireless Pole or other utility poles in a

location, that applicant has no obligation to utilize the CRA-style light pole design. The ordinance strikes pole to pole spacing requirement to ensure consistency with the Legislature's 2019 amendments to the Advanced Wireless Infrastructure Deployment Act. The Mayor asked if there were any Council questions or comments. There were none.

**Councilman McConnell made the motion to approve Ordinance 1490. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 2 ORDINANCE 1491, AMENDING LDC RELATING TO HOSPITALS, 2<sup>ND</sup> READING, PUBLIC HEARING, AND ADOPTION.** Ms. Myers read Ordinance 1491 by title. The Mayor opened the Public Hearing at 9:33 a.m. for comments from the audience. There were none. He closed the Public Hearing at 9:34 a.m.

**Councilman Solis made the motion to approve Ordinance 1491. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 3 RESOLUTION 19-90, SICK LEAVE POOL PAYOUT – BUDGET AMENDMENT #36.** Ms. Myers read Resolution 19-90 by title. She explained this budget amendment affects a payout of a cap of up to 150 hours to eligible employees. Councilman McConnell commented this is a good deal for the employees and even more are participating in it than last time.

**Councilman McConnell made the motion to approve Resolution 19-90. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 4 RESOLUTION 19-91, BEACH AND SURF VEHICLES FUNDS REALLOCATED TO FIRE DEPARTMENT – BUDGET AMENDMENT #35.** Ms. Myers read Resolution 19-91 by title. Councilman Casto commented Beach and Surf is a better fit under the Fire department. He stated water safety is important and this would be a good move. Mr. Gisbert stated Mr. Couch has proposed the transition for next year's budget. Councilman Casto commented more presence needs to be on the beach. Mr. Gisbert explained that lifeguards are only provided at beaches owned by the City. Councilman McConnell commented he would like to see the TDC assist with beach safety. Councilman Casto commented he would like to expand the program.

**Councilman Casto made the motion to approve Resolution 19-91. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 5 LEGISLATIVE UPDATE.** Ms. Myers explained she and Mr. Davis, with the assistance from the Florida League of Cities, prepared a summary of bills passed by the Legislature in the 2019 session which impact or are of interest to the City. The summary provided specific recommendations for action or consideration by City staff or the Council. Two specific time-sensitive items are reestablishing the audit committee and building fee requirements. New CRA reporting requirements and benefits for fire firefighters may affect the budget. Changes to the City's small cell tower regulations were being addressed. Mr. Myers also mentioned a change to the City's impact fee collection practice. She commented this update was presented to ensure that the cities practices and policies are consistent with state law. Councilman McConnell applauded the new cancer benefit for the firefighters. Mayor Thomas mentioned the importance of municipal home rule.

#### **DELEGATIONS**

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 9:47 a.m.

1 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson stated he is grateful for state preemption of home rule. He asked the Council to disclose any ownership interest in Simon Properties or the St. Joe Company. The Council indicated none of them had investments in the companies. Mr. Thompson spoke of an arrest of a Mr. Hunter at Pier Park and commended the Police department for being professional and understanding. He questioned whether the Mayor was involved in Mr. Hunter's arrest. Mr. Thompson made a spoken record request on any phone calls to the police about Mr. Hunter's activities at Pier Park.

2 Todd Ingram. Mr. Ingram asked what other statutes or ordinances need to be revisited. Councilman McConnell explained they are all included in the agenda packet.

3 Nick Bland. Mr. Bland thanked the Council for all they do. He explained the Edgewater Beach Resort always had a beach slide for the holiday weekends. They were unaware that a conditional use permit is needed. He requested approval.

4 Gary Beck. Mr. Beck spoke of his conspiracy allegations against Bay County. Consistent with previous warnings, Ms. Myers directed his comments to be placed in writing. Mr. Beck refused and was directed to leave the podium.

5 Cherie Crim, 17680 Front Beach Road. Ms. Crim announced a Pride Fest in McKenzie Park in Panama City, Florida.

With no further comments, Mayor Thomas closed the Delegations period at 9:57 a.m.

Mayor Thomas explained he does not have stock and he did not call anyone to be removed from Pier Park. Mr. Leonard explained the process of getting a conditional use permit. Mr. Bland explained the staff working the area are lifeguard certified and the



location of the event is not intrusive to the flow of the beach. Ms. Myers stated the LDC can be changed for Staff to approve permits of this nature. Council agreed they do not see an issue for Edgewater having a conditional use permit for the holiday weekend.

### **ATTORNEY REPORT**

Ms. Myers stated she had no report.

### **CITY MANAGER REPORT**

Mr. Gisbert stated there is an increase in the amount of work being done on the beach. Currently there are 1,260 housing units under construction; next year there will be 1,400. He explained it was recently mentioned that the City received \$330,000 from FEMA, but other cities individually received millions in funds. He explained the various grants the City has applied for and stated staff is working diligently to make the beach stronger for the next storm occurrence. He read the open bids and available jobs.

### **COUNCIL COMMENTS**

Councilman Casto had no comment.

Councilman Solis noted the benefits of tourism. He suggested a CRA plan of action is needed, such as signage for the multi-modal lane. Mr. Gisbert stated he will bring something back to the council regarding enforcement for moving violations into the trolley lane. Councilman Solis thanked everyone who served and to remember those who lost their lives for our freedom.

Councilman Chester asked Chief Couch about the downed trees. Chief Couch explained the coordination of issues between property owners and the state forestry department. Mr. Gisbert explained the weekly threat level monitoring from FEMA. At Councilman Chester's request, Mr. Ponak explained he will bring pickle ball ideas to the budget workshops. Mayor Thomas and Councilman Casto provided ideas for placements of additional pickleball facilities.

Councilman McConnell wished everyone a safe Memorial Day weekend. This is a time to reflect and honor those in service of their country.

Mayor Thomas explained he would like to build a cemetery. He mentioning 10 acres next to West Bay cemetery, and asked staff to investigate available options. The Council agreed.

With nothing further, the meeting was adjourned at 10:30 a.m.

READ AND APPROVED this 13<sup>th</sup> of June, 2019.

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

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Mayor

ATTEST:

Regular Meeting  
May 23, 2019

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City Clerk

# PRESENTATION

1

CITY OF PANAMA CITY BEACH

# CIVIC ACHIEVEMENT AWARD

*Be It Known That*

**Naveah Bradbury**

**HAS GIVEN EXCEPTIONAL SERVICE**

**TO THE BOYS AND GIRLS CLUB  
OF PANAMA CITY BEACH**

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

**Presented this 13th of June, 2019**



A handwritten signature in blue ink, appearing to read 'Mike Thomas', is written over a horizontal line.

**MAYOR MIKE THOMAS**

# CONSENT ITEM

1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JUNE 13, 2019

3. REQUESTED MOTION/ACTION:

Consideration of Resolution to close portions of roads in Pier Park on Sunday, June 7 and July 14, 2019 for the USFA Fastpitch Tournament parades.

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 USFA Fastpitch World Series of Softball Tournament Opening Ceremony Parades are scheduled to be held on the evenings of July 7 and July 14, 2019.

The parades necessitate closure of portions of Pier Park Drive, L.C. Hilton Drive, Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION 19-92

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER PARK DRIVE, L.C. HILTON, JR. DRIVE, SEA MONKEY WAY, AND LONGBOARD WAY ON THE EVENINGS OF JULY 7 AND JULY 14, 2019, FOR THE "THE USFA FASTPITCH WORLD SERIES OF SOFTBALL TOURNAMENTS OPENING CEREMONY PARADES".

WHEREAS, USFA, the Simon Property Group and the TDC have teamed together to have two (2) Opening Ceremony parades for the USFA Fastpitch World Series of Softball Tournaments; and

WHEREAS, the USFA Fastpitch World Series of Softball Tournaments Opening Ceremony Parades are scheduled to be held on Sunday, July 7 and July 14, 2019; and

WHEREAS, the Parades necessitate careful traffic control and closure of certain sections of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Panama City Beach that portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way be temporarily closed during the hours of 6:00 P.M. until 7:30 P.M., on July 7 and July 14, 2019 and that all traffic shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Parades for the USFA Fastpitch World Series of Softball Tournaments.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 13th day of June, 2019.

CITY OF PANAMA CITY BEACH

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

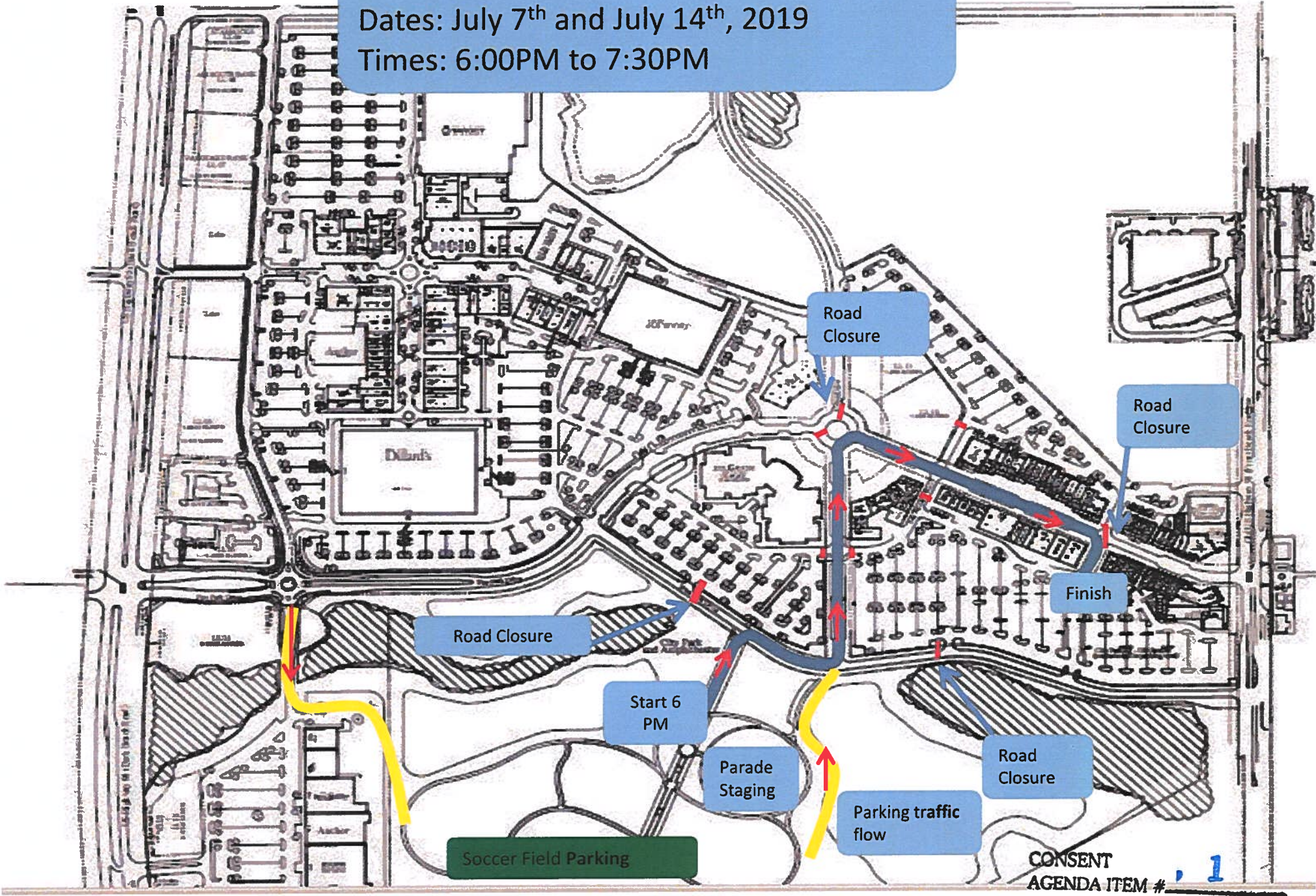
ATTEST:

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

USFA Parades

Dates: July 7<sup>th</sup> and July 14<sup>th</sup>, 2019

Times: 6:00PM to 7:30PM





# CONSENT ITEM

2



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
ADMINISTRATION

2. MEETING DATE:  
JUNE 13, 2019

3. REQUESTED MOTION/ACTION:

Consideration of Resolution to close portions of roads in Pier Park on Sunday, June 16, June 23, June 30, and July 21, 2019 for the Grand Slam Tournament parades.

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 Grand Slam Baseball World Series Tournament Opening Ceremony Parades are scheduled to be held on the afternoons of June 16, June 23, June 30 and July 21, 2019.

The parades necessitate closure of portions of Pier Park Drive, L.C. Hilton Drive, Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION 19-93

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER PARK DRIVE, L.C. HILTON, JR. DRIVE, SEA MONKEY WAY, AND LONGBOARD WAY ON THE AFTERNOONS OF JUNE 16, JUNE 23, JUNE 30 AND JULY 21, 2019, FOR THE "THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENTS OPENING CEREMONY PARADES".

WHEREAS, Grand Slam Sports, the Simon Property Group and the TDC have teamed together to have four (4) Opening Ceremony parades for the Grand Slam Baseball World Series Tournaments; and

WHEREAS, the Grand Slam Baseball World Series Tournaments Opening Ceremony Parades are scheduled to be held on Sunday, June 16, June 23, June 30; and July 21, 2019; and

WHEREAS, the Parades necessitate careful traffic control and closure of certain sections of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Panama City Beach that portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way be temporarily closed during the hours of 4:00 P.M. until 5:30 P.M., on June 16, June 23, June 30 and July 21, 2019 and that all traffic shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Parades for the Grand Slam Baseball World Series Tournament.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 13th day of June, 2019.

CITY OF PANAMA CITY BEACH

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

ATTEST:

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

Resolution 19-93

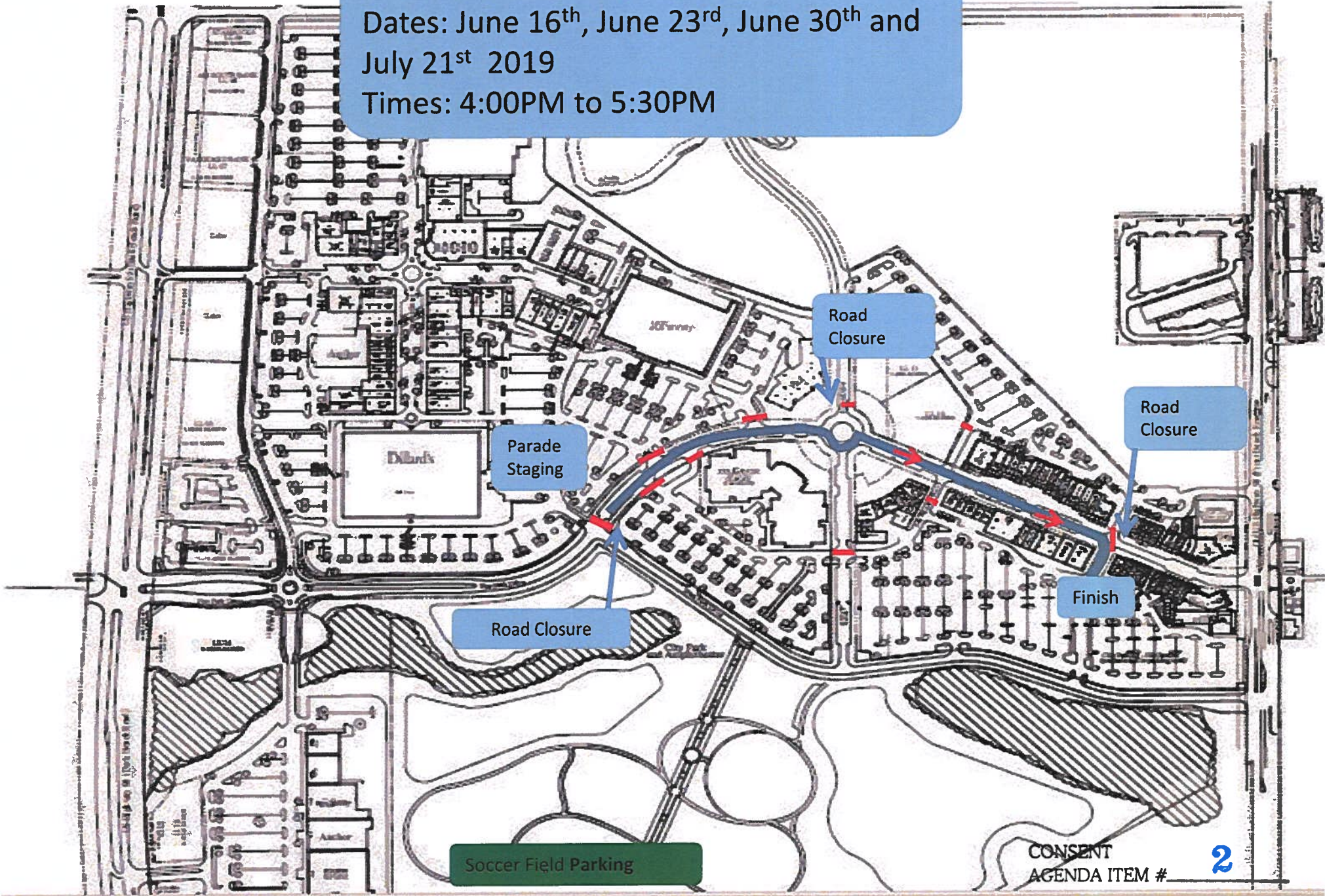
CONSENT

AGENDA ITEM # 2

# Grand Slam Baseball Parades

Dates: June 16<sup>th</sup>, June 23<sup>rd</sup>, June 30<sup>th</sup> and July 21<sup>st</sup> 2019

Times: 4:00PM to 5:30PM



**CONSENT ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Public Works / Wyatt Rothwell

**2. MEETING DATE:**

06/13/19

**3. REQUESTED MOTION/ACTION:**

Approve the construction agreement for the Street Resurfacing Project FY - 2019 with GAC Contractors, Inc. in the amount not to exceed \$743,500.00.

**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)**

Every year the Public Works Department is tasked with resurfacing roadways within City limits that are in need of repair or showing deterioration from normal traffic wear. The following roads were selected for repair this FY 2019.

- Junipero Avenue (Entire Road)
- W. Gulf Boulevard (Entire Road)
- Sea Oats Drive (From Argonaut Street to the end of recent overlay)
- Bid-A-Wee Court (Entire Road)
- Bid-A-Wee Lane (Entire Road)
- Hibiscus Street (Entire Road)
- Beth Street (Middle Beach Road to Agave Street)
- Laurel Street (Entire Road)
- Gulf Side Drive (Entire Road)
- Cobb Road (Striping Entire Road)

A solicitation for construction bids was publicly advertised and four bidders responded. Staff has reviewed the bids, and the lowest responsive bidder was GAC Contractors, Inc. for \$863,326.00. In an effort to stay within the budget staff would like to cut out two streets (Tarpon Street and Evergreen Street, not listed above). Staff does recommend an additional \$21,702.00 for additive alternates speed humps and striping for a total amount not to exceed \$743,500.00. Attached is a copy of the Bid Tabulation, a portion of the Bid Proposal Form, Agreement, Notice of Award, and the Proposed Street Map Overview, for your review.

**Bid Tabulation Form\_Street Resurfacing FY2019**  
5\_30\_2019 @ 2:00 pm

BIDDER	ADDRESS	Bid Bond	Public Entity Crimes	Drug Free	Insurance	Add #1	Add #2	LUMP SUM TOTAL	Comments
GAC Steven Clements	4116 US 231 Panama City, FL. 32404	X	X	X	X	X	X	\$863,362.00	
CW Roberts Contracting Zack Deaton	1603 Bay Avenue Panama City, FL. 32405	X	X	X	X	X	X	\$950,094.85	
Pigott Asphalt Rusty Pigott	12 Shar Mel Re Lane Crawfordville, FL. 32327	X	X	X	X	X	X	\$984,475.20	
Roberts & Roberts Jared Roberts	1741 Sherman Avenue Panama City, FL. 32405	X	X	X	X	X	X	\$1,051,390.00	

X -Means that mandatory Items were included in Bid submittals

**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$863,326.00.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

**LUMP SUM BID SCHEDULE**

**\*ANY EXISTING SPEED HUMPS SHALL BE INCLUDED IN LUMP SUM PRICE FOR THAT ROAD.**

Item #	Roadway Description	~ Length	Total
1	<b>Junipero Avenue (Entire Road)</b> Mill 2" and resurface 1 1/4" minimum of SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.	1,458 LF +/-	\$  81,382.00
2	<b>W. Gulf Boulevard (Entire Rd)</b> Partial mill 1 1/2" and resurface 1 1/4" minimum of SP 9.5 and 75 lb/yd^2 leveling course. Partial 1 1/4" minimum overlay SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.	1,777 LF +/-	\$  91,618.00
3	<b>Sea Oats Drive (From Argonaut St to end of recent overlay)</b> 1 1/4" minimum overlay SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.	450 LF +/-	\$  28,315.00
4	<b>Tarpon Street (Entire Road)</b> Partial sawcut remove asphalt and base and replace with 8" crushed concrete base and 1 1/2" minimum of SP 9.5. Partial 1 1/4" minimum overlay SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans	1,410 LF +/-	\$  100,673.00
5	<b>Bid-A-Wee Court (Entire Road)</b> Sawcut and remove concrete and base and replace with 8" crushed concrete base and 1 1/2" minimum of SP 9.5. Include striping per plans.	468 LF +/-	\$  78,817.00
6	<b>Bid-A-Wee Court (Entire Road) LANE</b> Sawcut and remove concrete and base and replace with 8" crushed concrete base and 1 1/2" minimum of SP 9.5. Include striping per plans.	1,503 LF +/-	  163,116.00
7	<b>Hibiscus Street (Entire Road)</b> Mill 1 1/2" and resurface 1 1/4" minimum of SP 9.5 and 75 lb/yd^2 leveling course. Include striping per plans.	2,106 LF +/-	\$  95,469.00



8	<b>Evergreen Street (Front Beach Road to Middle Beach Road)</b> Mill 1½" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	878 LF +/-	\$ 40,855.00
9	<b>Beth Street (Middle Beach Road to Agave Street)</b> 1¼" minimum overlay SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	1,133 LF +/-	\$ 65,697.00
10	<b>Laurel Street (Entire Road)</b> Partial mill 1½" and resurface 1¼" minimum of SP 9.5 and 75 lb/yd <sup>2</sup> leveling course. Partial 1¼" minimum overlay SP 9.5 and 75 lb/yd <sup>2</sup> leveling course.	1,323 LF +/-	\$ 66,638.00
11	<b>Gulf Side Drive (Entire Road)</b> Partial Sawcut and remove concrete and base and replace with 8" crushed concrete base and 2" minimum of SP 12.5. Partial 1 ½" minimum overlay SP 12.5 and 75 lb/yd <sup>2</sup> leveling course. Include striping per plans.	375 LF +/-	\$ 40,244.00
12	<b>Cobb Road (Striping Entire Road)</b> Striping Road Double Yellow	2,161 LF +/-	\$ 10,502.00
<b>LUMP SUM BID (1+2+3+4+5+6+7+8+9+10+11+12)</b>			<b>\$ 863,362.00</b>
<b>(IN WORDS)</b> Eight Hundred Sixty-Three Thousand Three Hundred Sixty-Two Dollars and No Cents			

All existing striping is to be replaced with thermoplastic markings unless noted otherwise. Follow FDOT specifications for thermoplastic markings per specifications at all roadways that intersect an FDOT roadway.

### ADDITIVE ALTERNATES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
12	ADDITIONAL SPEED HUMP (including striping and signage)	12	EA	\$ 2,860.00 EA.	\$ 34,320.00
13	ADDITIONAL STRIPING: Stop Bars and Stop Letters	20	EA	\$ 435.00 EA.	\$ 8,700.00
14	ADDITIONAL STRIPING: Stop Bars	20	EA	\$ 187.00 EA.	\$ 3,740.00
15	ADDITIONAL STRIPING: Existing Speed Humps	20	EA	\$ 500.00 EA.	\$ 10,000.00
16	STOP BARS & STOP MESSAGES Replace in Beach Commerce Park	11	EA	\$ 435.00 EA.	\$ 4,785.00

**RESOLUTION 19-94**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH GAC CONTRACTORS, INC. RELATED TO THE 2019 STREET RESURFACING PROJECT, IN AN AMOUNT NOT TO EXCEED \$743,500.**

**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 GAC Contractors, Inc., relating to the striping of Cobb Road, the street resurfacing and striping of Junipero Avenue, West Gulf Boulevard, Bid-A-Wee Court, Bid-A-Wee Lane, Hibiscus Street, Laurel Street, Gulf Side Drive, and portions of Sea Oats Drive, and Beth Street, in an amount not to exceed Seven Hundred, Forty-Three Thousand, Five Hundred Dollars (\$743,500.00), 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, 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

**PANAMA CITY BEACH –“STREET RESURFACING PROJECT – FY 2019”**

SECTION 00050

**AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GAC Contractors, Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 4116 Hwy 231 N. Panama City, FL. 32404 hereinafter called "CONTRACTOR")\_ for the performance of the Work (as that terms is defined below) in connection with the construction of "**STREET RESURFACING PROJECT – FY 2019**" , to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

AGREEMENT

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employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within (60) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 01000, General Conditions.
  
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 1500.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
  
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for **Street Resurfacing Project – FY 2019** for a total Not to Exceed contract of \$ 743,500.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

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

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	DRUG FREE WORKPLACE
Section 00097	PUBLIC ENTITY CRIMES
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS

Attachments

SPECIFICATIONS prepared or issued by City of Panama City Beach.

CONSTRUCTION PLANS prepared or issued by City of Panama City Beach.

ADDENDA :

No. 1, dated May 28, 2019

No. 2, dated May 29, 2019

No.     , dated                     , 2019

No.     , dated                     , 2019

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

AGREEMENT

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

If to Owner:

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

If to Contractor: \_\_\_\_\_

\_\_\_\_\_  
 ATTENTION: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a

whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Kelly Jenkins, Interim Public Works Director.
  
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or



otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

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

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

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

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

AGREEMENT

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

No other insurance will be required by the City for this Contract.

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY:

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

NAME: Mario Gisbert

(Please type)

TITLE: City Manager

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

NAME \_\_\_\_\_

(Please Type)

NAME: \_\_\_\_\_

(Please Type)

ADDRESS: \_\_\_\_\_

[END OF SECTION 00050]

AGREEMENT

00050-11

CONSENT

AGENDA ITEM #

3

**PANAMA CITY BEACH – “STREET RESURFACING PROJECT - FY 2019”**

---

SECTION 00080

**NOTICE OF AWARD**

TO: GAC Contractors, Inc.  
4116 Hwy 231 N. 4  
Panama City, FL. 3240

PROJECT DESCRIPTION:

**PANAMA CITY BEACH  
“STREET RESURFACING PROJECT – FY 2019”**

The City of Panama City Beach (“City”) has considered the BID submitted by you for the above described Project in response to its Advertisement for Bids dated April 29, 2019 and May 6, 2019 and associated Information for Bidders.

You are hereby notified that your Bid in the not to exceed amount of \$743,500.00 has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned and as a forfeiture of your Bid Deposit. The City will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

NOTICE OF AWARD

00080-1

CONSENT  
AGENDA ITEM # 3

CITY OF PANAMA CITY BEACH  
Owner

By \_\_\_\_\_

Name: Mario Gisbert

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

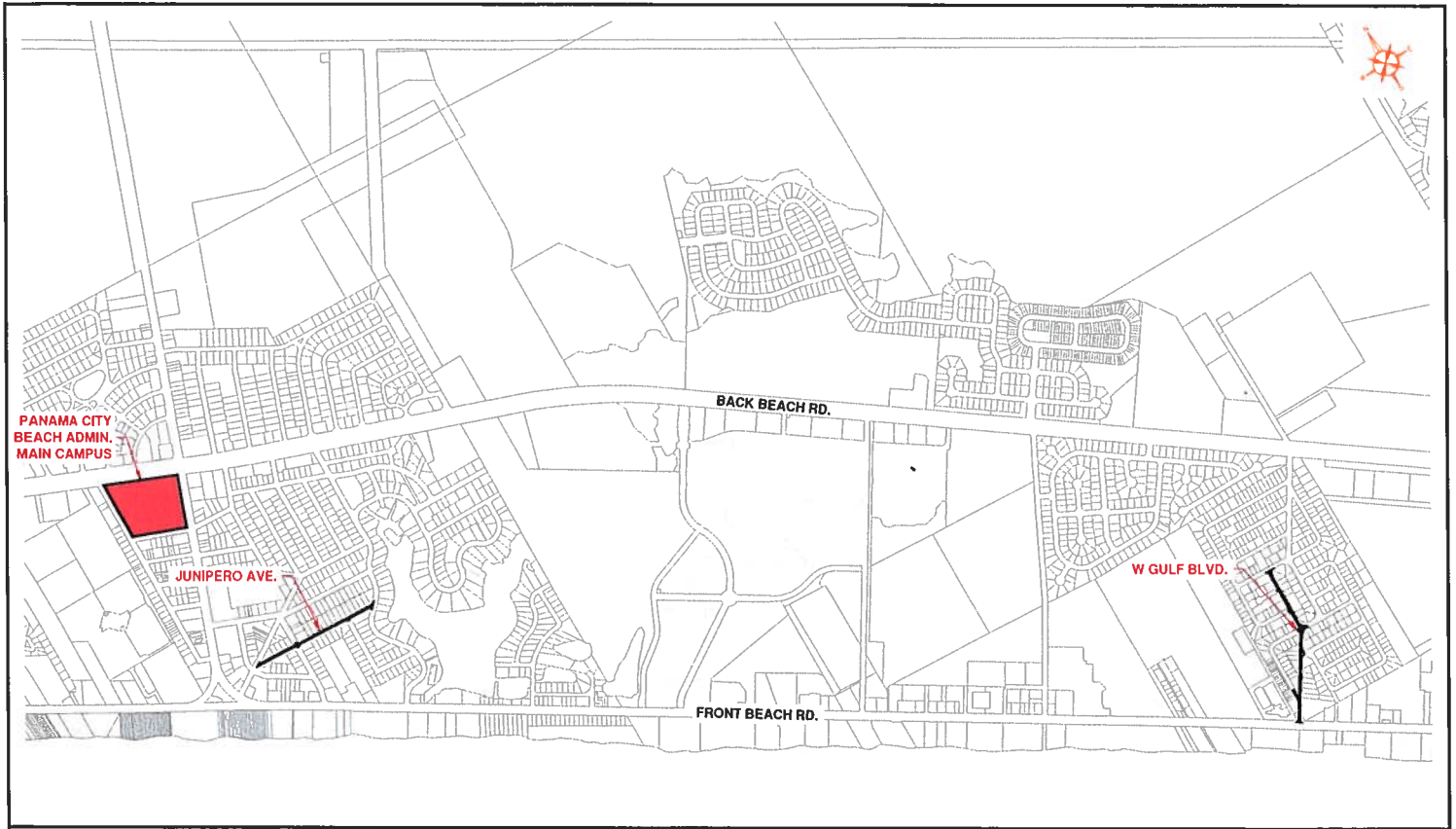
By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name \_\_\_\_\_

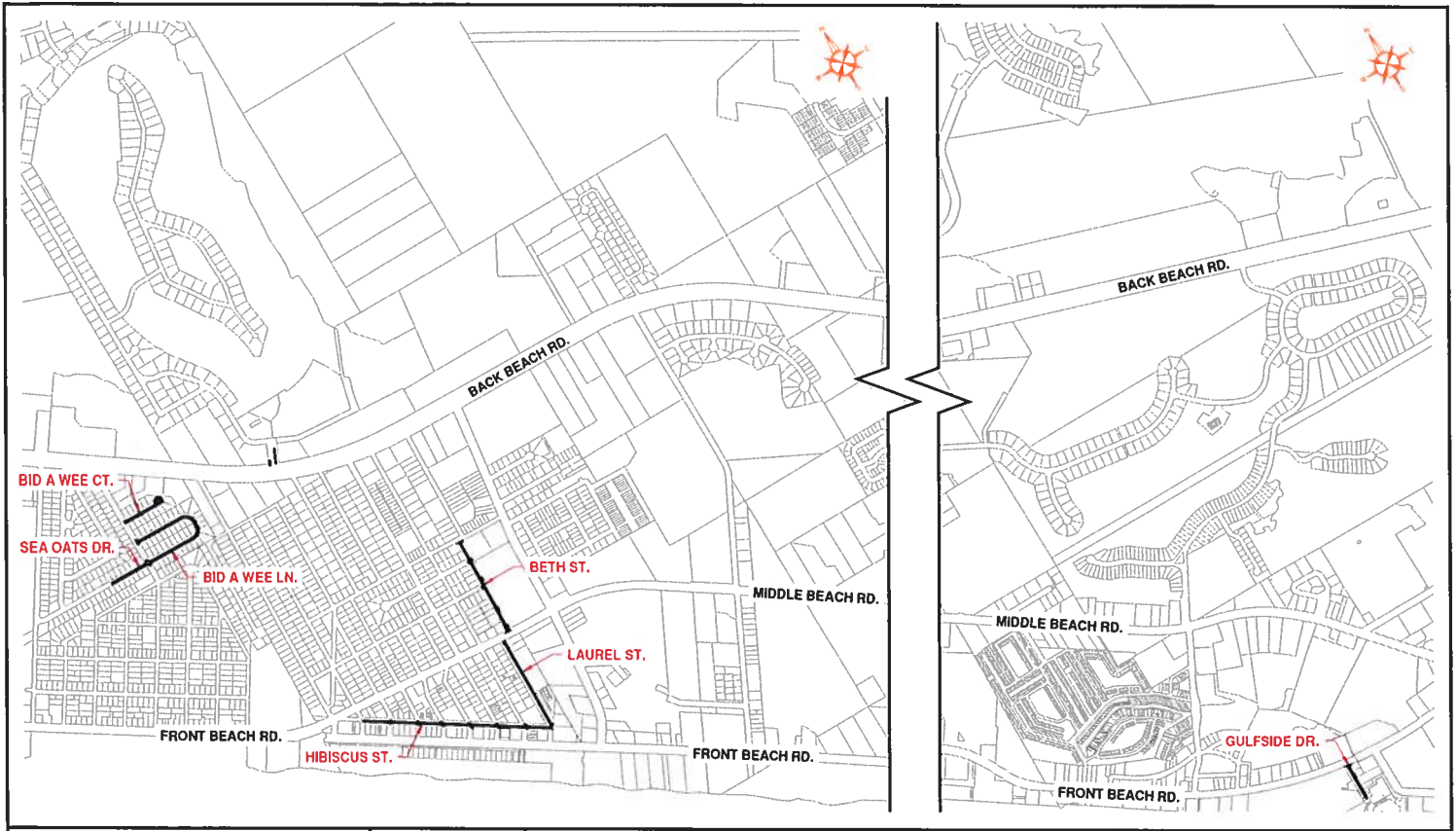
Title \_\_\_\_\_

[END OF SECTION 00080]



<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			NO.	DATE	BY										DATE: 10-2-2018 SCALE: 1"=1000' DESIGNED BY: W.G.R. DRAWN BY: L.S. CHECKED BY: W.G.R. FILE NO: 18-001-001.dwg	CITY OF <b>PANAMA CITY BEACH</b> 118 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413	<b>STREET RESURFACING PROJECT 2019</b> PROPOSED STREET MAP OVERVIEW	SHEET NUMBER 1 of 2
NO.	DATE	BY																





NO.	DATE	BY

DATE:	10-2-2018
SCALE:	1"=100'
DESIGNED BY:	W.O.R.
DRAWN BY:	L.J.S.
CHECKED BY:	W.O.R.
FILE NO.:	18 PAN 0014.dwg

CITY OF  
**PANAMA CITY BEACH**

118 SOUTH ARNOLD ROAD      PANAMA CITY BEACH, FLORIDA 32413

**STREET RESURFACING PROJECT 2019**

PROPOSED STREET MAP OVERVIEW

SHEET NUMBER	2 of 2
--------------	--------

# CONSENT ITEM

4



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Stormwater/Kelly Jenkins

**2. MEETING DATE:**

06/13/2019

**3. REQUESTED MOTION/ACTION:**

Approve agreement for the update to the City's Stormwater Assessment Program with Ennead LLC and Public Utility Management and Planning Services, in the amount of \$15,500.00

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input 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 original stormwater rate study was completed by Ennead LLC "Ennead" and Public Utility Management and Planning Services "PUMPS" in 2006. In February 2017 Council approved a proposal from the City's stormwater utility consultant to provide an analysis of our existing program and rates. An updated Stormwater Rate Study was performed, approved, and implemented on the September FY2017-2018 Trim Roll.

Staff requested a proposal from it's stormwater utility consultant, Ennead LLC, to review and update our existing program and any notable changes to prepare the 2019-2020 Stormwater NAV Assessment TRIM Notice and Certifiable Roll. This would include the annual update of the Master Assessment File (in eUtility Database) based primarily on Bay County Property Appraiser records. Updated information includes assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2019-2020 roll. As well as, any subsequent updates to the program to be made at the direction of the City. Attached is a copy of the proposal and associated information. Staff recommends approval of this agreement with Ennead.

CONSENT

AGENDA ITEM #

4

**RESOLUTION 19-95**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ENNEAD, LLC IN THE AMOUNT OF \$15,500 FOR PREPARATION OF THE CITY'S STORMWATER ASSESSMENT ROLL.**

**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 ENNEAD, LLC, relating to the update and preparation of the City's 2019-2020 Stormwater Assessment Roll, in the basic amount of \$15,500, in substantially the form attached and presented to the Council today, draft dated June 6, 2019, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

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

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

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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



June 6, 2019

*This letter is provided using eMail.*

Kathryn Younce, E.I., CFM  
City of Panama City Beach  
116 S. Arnold Road  
Panama City Beach, FL. 32413  
Office: (850)233-5054 Ext. 2407  
Fax: (850) 233-5116

Reference: A Proposal to Provide Sub-Consulting Services Associated with the Update of the FY2019-2020 Stormwater NAV Assessment

Dear Kathy:

Attached is a proposal for the work needed to update and prepare the 2019-2020 Stormwater NAV Assessment TRIM Notice and Certifiable Roll.

I believe we have been successful in overcoming most problems caused by the inclusion of government-owned parcels in the roll that were not coded as "government-owned" by the Property Appraiser. We cannot guarantee, however, that we will catch all of these parcels in this category. Whenever possible, we will work with the Property Appraiser's office to identify and request land use code changes for these parcels.

I will check with Amy regarding annexations that may have occurred since last year. We will continue to remove parcels whose taxable value is below the assessment threshold.

The TRIM Roll submittal deadline is likely to be around July 15<sup>th</sup>. We will wait to acquire a new data file from the county as late as possible to ensure the most accurate data.

The use of the database, web-hosting and technical support is included in this proposal.

As for the work described above, Ennead LLC ("Ennead") is pleased to propose consulting services to assist the City in the update of the FY2019-2020 Stormwater Non-ad Valorem ("NAV") Assessments.

Attached to this letter you will find the following attachments:

- A - Scope of Services;
- B - Hourly Rates; and
- C - Work Order Agreement for your execution.

All work to be performed by Ennead LLC will reflect the funding strategy and policy goals set by the City based on their adopted legal documents and requirements of 197.3632 Florida Statute. The primary source of data is the Property Appraiser's data files. Other adjustments to the billing files, such as mitigation credits or other adjustments will be based on information provided by City staff.

ENNEAD LLC

1892 MYRICK ROAD

TALLAHASSEE, FLORIDA 32303

CONSENT

AGENDA ITEM # 4



ENNEAD LLC

All work products and deliverables will support City policies and procedures. All calculations will be based on the existing “per ERU” rates for the Tier 1 and Tier 2 charges, existing mitigation credit assignments and the apportionment methodology described in the adopted Stormwater Rate Resolution.

If there is to be a change to the Stormwater rate, please let us know as soon as possible, so all calculations that affect the values in the TRIM Roll will be based on the correct rate structure.

Deliverables will include the timely submittal of the TRIM Notice File and a Certifiable Assessment Roll. An electronic copy of the roll will be furnished to the City.

All updated and historical stormwater values will be stored in the eUtility assessment management application <https://pcbstg.ennead-data.com>. Web-hosting and technical support for the eUtility database is included in this proposal

Ennead staff will participate in phone conferences and site visits as may be required to reconcile data updates, prepare the Preliminary Roll (for use on the TRIM Notice) and a “Certifiable” Roll.

Ennead will provide the above-described services for a Lump Sum fee of \$15,500. This fee is based on update procedures we have developed over the previous assessment periods and assumptions made as a result of our conversations about this project. It takes advantage of certain procedures that we have been able to streamline which have reduced to the total number of hours needed to complete this work.

If this proposal for consulting services is acceptable, please sign and return a copy to Ennead’s business office. If you have any questions or feel we have made an incorrect assumption in gauging the work required to complete this project, please contact me at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 727 642-7605.

Best Regards,

ENNEAD LLC

Camilla Augustine, Owner

## ATTACHMENT A - SCOPE OF SERVICES

### **Task 1 Project Management**

Ennead staff will participate in on-site meetings, workshops, phone conferences, and provide project management documentation as may be necessary for the successful completion of the Scope of Services.

- 1.01 Attend a Kick-off Meeting or phone conference, as necessary, with City representative(s) or staff and with their representative at the City Attorney's office;
- 1.02 Participate in phone conferences, as necessary, to facilitate the execution of the Scope of Services
- 1.03 Provide written documentation of data issues that cannot be reconciled without changes to the Property Appraiser's database
- 1.04 Provide documentation within eUtility application
- 1.05 Document Pro Forma revenue
- 1.06 No additional charge for travel expenses associated with a one-day trip, if needed, to meet with City staff or City Attorney

### **Task 2 Update of existing "eUtility" Assessment Management Database Application –**

The annual update of the Master Assessment File (in eUtility Database) based primarily on Bay County Property Appraiser records. Updated information includes assessment calculations, parcel information, land use information, billing status, exemption status, and other values required to develop the FY2018-2019 roll. Each sub-task includes file "cleaning", record and transaction "tracking", documentation within the eUtility database application. Subtasks include the:

- 2.01 Acquisition of the June 1, 2019 (or later) data files from Bay County Property Appraiser;
- 2.02 Comparison of 2019 Property Appraiser data with values in the 2018 Certified Assessment Roll through the creation of new exception reports;
- 2.03 Review changes in land use, deleted parcels, new parcels, parcel splits/joins, and changes in tax authority coding, review annexations that have occurred since previous roll; Review new construction that may have been completed in Pier Park
- 2.04 Determine impervious area associated with condo parcels that are not condo units, through physical measurement or other means
- 2.05 Provide assistance to the City's attorney in developing language to be added to the Annual Rate Resolution (new condo parcels, not coded as "condos")
- 2.06 Apply changes in mitigation credit status, credit amounts (with the assistance of City staff);
- 2.07 Application of changes in exemption types, exemption status and active/inactive status, such as identification of tax parcels that are "not-buildable", such as boat slips, condo garage units, boat storage spaces, storage spaces, sub-merged land, Right of Way parcels, etc.; documentation of commercial condo units;
- 2.08 Application of changes in lot size, impervious area and "imperviousness" factors that result in a change in assessment values;
- 2.09 Preparation and timely delivery of the TRIM Notice File in the file format specified by the County's representative;



ENNEAD LLC

- 2.10 Delivery of Preliminary Roll to the City Clerk following Annual Rate Resolution Hearing;
- 2.11 Preparation of a "Certifiable" Roll no later than September 15, 2019.

**Task 3 System Enhancements, Web-hosting and Technical Assistance**

Ennead will continue to provide system enhancements through the programming of new reporting features and customization of record displays. Ennead will provide continuous web-hosting of the password-protected eUtility database. <https://pcbstg.ennead-data.com>

The City and Ennead will discuss whether the City is interested in continuing the use of a public website that would display the parcel owner, parcel location, and the total assessment for FY2020. If continued there may be an additional fee added to the sum of the proposal, and will fall under the additional work category and billed at the hourly rates shown in Attachment B.

**Total Lump Sum Fee is \$15,500**

**Payment of Invoices**

Invoices for work performed will be submitted to the City periodically on a percent complete basis periodically. Invoices are due upon receipt.

**Additional Work**

Any changes to the work order that are requested by the City and agreed to by Ennead LLC will be billed at the hourly rates shown in Attachment B.



**ATTACHMENT B**

**Stormwater Utility Consulting Services**

**ENNEAD LLC Direct Labor Rates for Repeat Government Clients**

Ennead Project Team Member Title	Direct Labor Hourly Rate (*)
Project Director	\$145.00
Senior Programmer/Analyst	\$185.00
Technical Support, GIS Digitizing, Analyst	\$85.00

(\*) Direct labor hourly rates effective through December 31, 2019; rates may be adjusted by five percent (5%) annually for invoices rendered after December 1 of each year thereafter until project completion or as mutually agreed between parties.

**ATTACHMENT C**

**Work Order Agreement between the  
CITY OF PANAMA CITY BEACH and ENNEAD LLC**

**Assessment Services for the Annual Update and Enhancement of the Stormwater NAV  
Assessment Program for FY 2019-2020**

This Agreement is based on the Scope of Services (Attachment A) and Ennead LLC's Hourly Fee Schedule (Attachment B). The Lump Sum Fee of \$15,500 includes Tasks 1 through Task 3.


Again, we appreciate the opportunity to submit this proposal to you and look forward to being involved in this important project.

SUBMITTED BY:

ACCEPTED BY:

**Ennead LLC  
Tallahassee, Florida**

**PANAMA CITY BEACH**

  
\_\_\_\_\_  
Camilla A. Augustine, Owner      6-6-2019  
Date

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

# CONSENT ITEM

5



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

<b>1. DEPARTMENT MAKING REQUEST/NAME:</b> Code Enforcement/James Tindle	<b>2. MEETING DATE:</b> June 13, 2019
--	--

**3. REQUESTED MOTION/ACTION:**  
Code Enforcement Staff requests the City Council approve the attached Resolution authorizing a lien in the amount of \$907.00 on property located at 200 Oleander Court for costs incurred by the City to abate nuisances on the property.

<b>4. AGENDA</b> PRESENTATION <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/>	<b>5. IS THIS ITEM BUDGETED (IF APPLICABLE)?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/> BUDGET AMENDMENT OR N/A
	DETAILED BUDGET AMENDMENT ATTACHED YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

**6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**  
 The City incurred costs related to nuisance abatement at 200 Oleander Court. The work included general property clean-up and landscape services.

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



City of

# Panama City Beach

PCB Building & Planning Department  
Code Enforcement Division

116 S. Arnold Rd.  
PCB, Fla. 32413  
P: (850) 233-5100  
F: (850) 233-5049  
www.pcbgov.com

## CODE ENFORCEMENT NOTICE OF LIEN FOR NUISANCE ABATEMENT

June 13, 2019

VIA CERTIFIED AND REGULAR MAIL

Peek Development, LLC  
C/O Michael S. Burke Esq.  
16215 Panama City Beach Pkwy  
Panama City Beach, FL 32413

And the following interested parties:

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

RE: Property located at 200 Oleander Court  
Panama City Beach, FL 32413  
Parcel ID No. 33949-000-000

PREPARED BY: Melody Friend for Josh Milligan  
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 200 Oleander Court, Panama City Beach, FL 32413

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

---

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CONSENT  
AGENDA ITEM # 5

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

Labor: \$260.00 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$52.00

Recording:\$95.00

Attorney's Fees: \$ 350.00

**TOTAL: \$ 907.00**

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

**LOT 21, BLOCK J, OF OPEN SANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

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CONSENT  
AGENDA ITEM # 5



City of  
Panama City Beach

PCB Building & Planning Department  
Code Enforcement Division  
116 S. Arnold Rd.  
PCB, FL. 32413  
P: (850) 233-5100  
F: (850) 233-5049  
www.pcbgov.com

March 21, 2019

File # 2019043100  
BK 4118, PG: 1238 Pages: 1 of 3  
Recorded 5/1/2019 3:03 PM  
Bill Kinsaul, Clerk, Bay County, FL  
Deputy Clerk TC Trans # 1528945

VIA CERTIFIED AND REGULAR MAIL

Peek Development, LLC  
C/O Michael S. Burke Esq.  
16215 Panama City Beach Pkwy  
Panama City Beach, FL 32413

RE: Property located at 200 Oleander Court  
Panama City Beach, FL 32413  
Parcel ID No. 33949-000-000

Dear Sir and/or Madam,

You are hereby notified by the City of Panama City Beach that the structurally unsound fence and the excessive growth of grass, accumulation of weeds, vegetation, undergrowth, and other plant life on your property constitutes a public nuisance as that term is defined by Sections 15-17(1), 15-17(6) and 15-17(8) of the Code of Ordinances of the City of Panama City Beach. The nuisance is located on property in Bay County, Florida, as more particularly described on Exhibit A, attached and incorporated herein. The maintenance of this nuisance on the property is prohibited by Section 15-18 of the City's Code.

For these reasons, **YOU ARE HEREBY ORDERED** to remove or repair the fence around the property and remove all excess grass, accumulation of weeds, undergrowth, vegetation or other plant life in excess of eighteen inches on or before 5 p.m. April 21, 2019.

You are further notified that if you do not commence or complete the maintenance necessary to prevent further violation of the above cited sections of the City Code with the time limits set forth above, the City may thereafter undertake all such actions necessary to complete that yard maintenance and abate the nuisance, and assess the entire cost thereof, including administrative, legal, postal, and publishing expenses, against the above described property as provided by State law. *This assessment shall become due and payable at the same time and with the same priority as ad valorem taxes.*

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

Home of the world's most beautiful beaches.

CONSENT  
AGENDA ITEM #

5

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

Lot 21, Block J, of OPEN SANDS, according to the Plat thereof,  
as recorded in Plat Book 8, Page(s) 67, of the Public Records of  
Bay County, Florida.



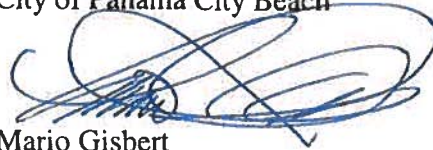
You must appeal this order to the City Council within thirty (30) days of the date of service of this Notice and Order upon you, by written application to the City Manager. Copies of the City's Code of Ordinances are available at City Hall 110 S. Arnold Road, Panama City Beach, FL 32413.

City of Panama City Beach



Josh Milligan  
Code Enforcement Officer

Yours very truly,  
City of Panama City Beach

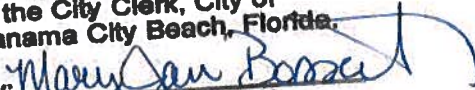


Mario Gisbert  
City Manager

cc: Mike Thomas, Mayor  
City Council  
Mel Leonard, Building and Planning Director



**CERTIFIED, TRUE COPY  
of original on file in the Office  
of the City Clerk, City of  
Panama City Beach, Florida.**

By:   
CITY CLERK



City of

# Panama City Beach

PCB Building & Planning Department  
Code Enforcement Division

116 S. Arnold Rd.  
PCB, Fla. 32413  
P: (850) 233-5100  
F: (850) 233-5049  
www.pcbgov.com

## CODE ENFORCEMENT INVOICE FOR NUISANCE ABATEMENT

April 30, 2019

**DUE UPON RECEIPT**

 **COPY**

VIA CERTIFIED AND REGULAR MAIL

Peek Development, LLC  
C/O Michael S. Burke Esq.  
16215 Panama City Beach Pkwy  
Panama City Beach, FL 32413

And the following interested parties:

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

RE: Property located at 200 Oleander Court  
Panama City Beach, FL 32413  
Parcel ID No. 33949-000-000

PREPARED BY: Melody Friend for Josh Milligan  
DEPARTMENT: Building and Planning

1. Pursuant to Section 15-25 of the City of Panama City Code of Ordinances, the City has undertaken certain actions to abate the nuisance located at 200 Oleander Court, Panama City Beach, FL 32413

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

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CONSENT  
AGENDA ITEM #

5

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

Labor: \$260.00 (Clean-up and Labor)

Title search report: \$150.00

Postage: \$44.70

Attorney Fees: \$ 280.00

**TOTAL: \$ 734.70**

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

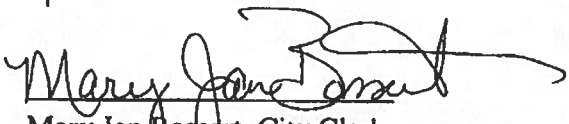
**LOT 21, BLOCK J, OF OPEN SANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 67, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.**

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

**FAILURE TO PAY ALL AMOUNTS DUE UNDER THIS INVOICE WITHIN THIRTY (30) DAYS SHALL RESULT IN THE CITY PLACING A LIEN ON THE ABOVE-MENTIONED PARCEL(S). IN ADDITION, THE CITY MAY ASSESS THE AMOUNTS DUE HEREIN PURSUANT TO CHAPTER 197, FLORIDA STATUTES.**

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

Dated this 30<sup>th</sup> day of April, 2019.

By:   
Mary Jan Bossert, City Clerk

Mayor  
Mike Thomas

Vice Mayor  
Phil Chester

Ward 1  
Paul Casto

Ward 3  
Geoff McConnell

Ward 4  
Hector Solis

City Manager  
Mario Gisbert

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CONSENT

AGENDA ITEM #

5



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

# Invoice

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
419-127	04/19/2019	\$260.00	04/30/2019	EOM	

ACTIVITY	QTY	RATE	AMOUNT
200 Oleander Court			
Landscape Service	4	45.00	180.00
Property Clean Up per Code Enforcement - Pickup Trash and Debris, Remove Downed Fencing			
Disposal/Dump Fee	1	80.00	80.00
Landfill Disposal Fee			
		<b>BALANCE DUE</b>	<b>\$260.00</b>

CONSENT  
AGENDA ITEM # 5





**RESOLUTION 19-96**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$907.00 TO BE LIENED ON PROPERTY LOCATED AT 200 OLEANDER COURT FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council that a lien be assessed against the following property in the amount set forth below:

<b>PROPERTY ID NO.</b>	<b>APPARENT OWNERS</b>	<b>ADDRESS</b>	<b>AMOUNT OF LIEN</b>
33949-000-000	Peek Development LLC	300 Oleander Court Panama City Beach, FL 32413	\$907.00

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

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

**PASSED** in regular session this 13th day of June, 2019.

**CITY OF PANAMA CITY BEACH**

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

**ATTEST:**

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

Resolution 19-96

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

5

**REGULAR ITEM**

**1**





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CITY MANAGER/MARIO GISBERT

2. MEETING DATE:

MAY 23, 2019

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE PROPOSING WAIVER OF SPACING REQUIREMENTS FOR SMALL CELL POLES THAT RESEMBLE CRA LIGHT POLES

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 placement of utility poles and other Facilities that conflict with the CRA project goals and the current and future underground requirements would significantly undercut the project outcomes and make much of the City's efforts and expenditures go to waste. Utility companies have successfully begun designing and disguising their equipment and poles to mimic structures and objects that are generally considered normal and desirable along streets, such as the CRA light poles. If a utility pole is difficult to distinguish from those light poles and does not have overhead wires and readily visible equipment, then allowing this style of utility pole or Facility does not detract from the goals of the City's underground utilities efforts. As such, the ordinance proposes to waive otherwise applicable placement and design requirements for utility companies who propose to install a utility pole that closely resembles a CRA-style light pole and replaces an existing CRA-style light pole or is placed where a CRA-style light would be placed in the future. The ordinance also provides that when an applicant can meet the regular rules for placement of a Small Wireless Pole or other utility pole in a particular location, that applicant has no obligation to utilize the CRA-style light pole design.

The ordinance strikes pole to pole spacing requirements to ensure consistency with the Legislature's 2019 amendments to The Advanced Wireless Infrastructure Deployment Act.

Notice of the City's consideration of this matter was published by the State on April 29, 2019, discussed at your meeting of May 9, 2019. Notice of the second reading was published on May 28, 2019. If the Council adopts at second reading, the ordinance shall become effective immediately.

ORDINANCE NO. 1490

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 19 OF THE CITY CODE RELATING TO RIGHT-OF-WAY USE TO ELIMINATE THE 75 FOOT SPACING REQUIREMENT BETWEEN UTILITY POLES AND OTHER FACILITIES TO ENSURE CONSISTENCY WITH STATE LAW; TO PROVIDE AN EXCEPTION TO THE PROHIBITION AGAINST UTILITY POLES ON THE SOUTH SIDE OF GULF FRONT ROADS FOR POLES DESIGNED AND SPACED LIKE CRA-STYLE LIGHT POLES WITH CERTAIN CONDITIONS; ALLOWING SUCH UTILITY POLES DESPITE APPLICABLE UNDERGROUND UTILITY RULES; AMENDING THE LAND DEVELOPMENT CODE TO ELIMINATE THE SPACING REQUIREMENT BETWEEN SMALL WIRELESS POLES TO ENSURE CONSISTENCY WITH STATE LAW; WAIVING LAND DEVELOPMENT CODE LOCATION REQUIREMENTS FOR SMALL WIRELESS POLES THAT ARE DESIGNED AND SPACED LIKE CRA-STYLE LIGHT POLES WITH CERTAIN CONDITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach (the "City") regulates the use of Rights-of-way through its City Code and Land Development Regulations and requires any person who will place or maintain a utility pole or other Facility in a Right-of-way to obtain a permit or development order from the City; and

WHEREAS, Florida Statute 337.401 provides that the City retains the authority to regulate and manage Rights-of-way in exercising its police power, but that all rules which govern providers of communications services must be reasonable and nondiscriminatory; and

WHEREAS, this ordinance applies equally not only to all communications service providers, but to all persons who request to install Facilities in a Right-of-way; and

WHEREAS, the City has various requirements on the placement and design of Small Wireless Poles and other utility poles to improve aesthetics, safety, and efficient use of right-of-way, and to otherwise improve the character of the community and advance health, safety, and welfare; and

WHEREAS, within the boundaries of the Front Beach Road Community Redevelopment Area (including the north-south connector streets and sometimes collectively referred to as the "CRA"), there is a partially constructed plan for underground utilities and uniform placement of identical, high quality light poles on both sides of the streets; and

WHEREAS, strict underground utility requirements exist for the areas where the CRA project has been constructed and these strict rules go into effect in the rest of the CRA as the time for construction approaches for a given area; and

WHEREAS, even before a CRA project has been constructed, limited underground utility requirements apply to all Scenic Corridors and utility poles and any other Facilities are prohibited within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive if such Facility would be three (3) or more feet above grade; and

WHEREAS, the City and Community Development Agency are devoting massive effort and expenditures toward this CRA project and it is one of the City's highest priorities; and

WHEREAS, the placement of utility poles and other Facilities that conflict with the CRA project goals and the current and future underground requirements would significantly undercut the project and make much of the City's efforts and expenditures go to waste; and

WHEREAS, utility companies have successfully begun designing and disguising their equipment and poles to mimic structures and objects that are generally considered normal and desirable along streets, such as the CRA light poles; and

WHEREAS, if the community considers CRA light poles to be desirable and if a utility pole is difficult to distinguish from those light poles and does not have overhead wires and readily visible equipment, then allowing this style of utility pole or Facility does not detract from the goals of the City's underground utilities efforts; and

WHEREAS, locations in the City with strict underground utility requirements have high population density and providing additional options to wireless companies and other utilities to expand their service in these areas is beneficial to the community and will increase convenience and safety; and

WHEREAS, if a utility pole closely resembles a CRA-style light pole and replaces an existing CRA-style light pole or is placed where a CRA-style light pole would be placed in the future, the City's otherwise applicable placement and design requirements provide minimal benefit and sometimes will result in reduced service and unintended negative consequences, and therefore, are appropriate for waiver pursuant to this ordinance; and

WHEREAS, the City recognizes that matching the design of CRA-style light poles creates increased cost and effort for utility companies, but also that the City's waiver of various location requirements provides value to the utility companies which may exceed this increased cost and effort; and

WHEREAS, the Florida Legislature's 2019 amendments to the Florida Statute 337.401 Advanced Wireless Infrastructure Deployment Act do not allow the City to limit the placement, by minimum separation distances, of small wireless facilities, associated poles, and other at-grade communications facilities; and

WHEREAS, this ordinance eliminates the City minimum separation distance rules that are likely to be inconsistent with the amended legislation in many instances; and

WHEREAS, the amended legislation recognizes the City's right to adopt and enforce underground utility requirements and to require that a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color; and

WHEREAS, this ordinance is consistent with that amended legislation and goes further by providing locations and an efficient process to place utility poles with a specified design in areas where they would otherwise be prohibited by the City's underground utility requirements; and

WHEREAS, this ordinance similarly allows utility poles with a specified design to be installed in areas where they would otherwise be prohibited by other Land Development Code requirements; and

WHEREAS, when an applicant can meet the regular rules for placement of a Small Wireless Pole or other utility pole in a particular location, that applicant has no obligation to utilize the CRA-style light pole design.

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

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

**Sec. 19-154. - Permittee obligations.**

- A. Telecommunications Towers, Small Wireless Poles, Collocations, and other wireless communications Facilities are governed additionally by the more specific requirements of the Panama City Beach Land Development Code.
- B. ~~No new Facility that is over fifteen (15) feet in height from grade may be constructed within seventy-five (75) feet of any other Facility that is over fifteen (15) feet in height from grade, unless granted a variance due to unique circumstances. This restriction shall not prohibit the City from installing new Facilities for public safety and welfare reasons, including light poles.~~

C.—No person shall be granted a permit or otherwise be allowed to install any utility pole or any other Facility if such Facility would be three (3) or more feet above grade within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive. This prohibition shall not apply to light poles owned by the City. This prohibition does not apply to a utility pole or other Facility, regardless of ownership, if it complies with the Community Redevelopment Area-style light pole design and specifications and it either replaces an existing Community Redevelopment Area-style light pole or is installed in the location of a planned future Community Redevelopment Area-style light pole according to the best available Community Redevelopment Agency plans and Planning Department staff approval. Unless the Front Beach Road Community Redevelopment Agency adopts new light pole design and specifications for a portion of the City, complying with Community Redevelopment Area-style light pole design and specifications means following standards provided by the Front Beach Road Segment 2 Ornamental Aluminum Roadway Lighting and Banner Standard and the construction documents for Front Beach Road Segment 2 for the pole and light fixture, which are on file City Hall. Compliance with these requirements also means all wiring and equipment must be contained underground or inside the pole so that it is not visible or distinguishes the pole and equipment from the Community Redevelopment Area-style light poles. Each such pole may have one box on the ground in the immediate vicinity of the pole for electrical or other equipment so long as it is not taller than three-feet from grade and matches the color and style of other utility boxes located in the Community Redevelopment Area right of way. Planning staff may approve minor deviations in design, brands, and materials that do not result in easily noticeable differences between the pole, fixture, and any visible equipment relative to the actual Community Redevelopment Area-style light poles. Applicants for the waiver under this paragraph must apply to the Planning Department using the procedures applicable to Small Wireless Poles provided by the Panama City Beach Land Development Code. Applicable underground utility requirements of the City Code and Land Development Code are waived for utility poles and other Facilities that strictly comply with this section and which are approved by the City Planning Department, in recognition that such poles do not provide greater negative impacts to the community than the City's own light poles. Any existing utility poles or Facilities that would not be permissible under this rule shall not be permitted to be replaced, but may be maintained used and repaired, provided repairs do not exceed 50% of the value of the utility pole or Facility.

SECTION 2. From and after the effective date of this ordinance Section 5.05.07 of the Panama City Beach Land Development Code, related to Small Wireless Poles is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

**5.05.07 Allowable Locations for Small Wireless Poles and associated Ground-Mounted Equipment Located in Public Right-of-Way**

- A. Applications to place ***Small Wireless Facilities*** and ***Small Wireless Poles*** in a public right-of-way may not be denied solely based on the Comprehensive Plan future land use categories and zoning categories of adjacent parcels.
- B. ***Small Wireless Poles*** in public right-of-way (as opposed to a ***Collocation*** on a preexisting structure) are not permissible within 250 feet of the footprint of any ***Dwelling***, including attached garages, porches, and balconies, except ***Dwellings*** that front on the Front Beach Road or South Thomas Drive rights-of-way, in which case the minimum distance shall be 100 feet. In addition, ***Small Wireless Poles*** in public right-of-way (as opposed to a collocation on a preexisting structure) shall not be permissible within 50 feet of the primary public pedestrian entrance to any business.
- C. ~~A new ***Small Wireless Pole*** is not permitted within 200 feet of an existing ***Small Wireless Pole***.~~
- D. It is preferable for all equipment to be integrated into or mounted on the ***Wireless Support Structure*** or utility pole. Ground-mounted equipment that is in addition to a ***Wireless Support Structure*** or utility pole or associated with a ***Collocation*** shall not be permissible within 500 feet of the footprint of any ***Dwelling***, including attached garages, porches, and balconies, except ***Dwellings*** that front on the Front Beach Road or South Thomas Drive rights-of-way, in which case the minimum distance shall be 150 feet. This restriction does not apply to equipment installed entirely underground consistent with existing grade. In addition, ground mounted equipment associated with or installed because of a ***Small Wireless Pole*** or a ***Small Wireless Facility***, including the ***Collocation*** of a ***Small Wireless Facility***, may not be placed on a sidewalk, bike path, or multi-use trail. Ground-mounted equipment includes, but is not limited to, any of the following associated with a ***Small Wireless Facility*** or installed due to a ***Small Wireless Facility***: electric generators or meters, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and guy wires or other secondary supports.
- E. ***Small Wireless Facilities***, ***Small Wireless Poles***, and associated equipment are not exempt from the City's applicable undergrounding requirements that prohibit above-

ground structures in certain public right-of-way, except that **Collocations** on existing above-ground structures are not subject to undergrounding requirements that are applicable to a location. At such time an existing above-ground structure is transitioned to underground, any right to **Collocate** above ground on it is lost.

- F. Applications for **Small Wireless Poles** or **Collocations** of **Small Wireless Facilities** in locations subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association are governed by the more stringent rules provided for **Telecommunications Towers** and **Antennas** unless the **Homeowner Association** is a co-applicant, in which case the more lenient rules for **Small Wireless Facilities** and **Small Wireless Poles** will apply. This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities as provided by Florida law.
- G. The requirements of B. through E. of this Section are waived for Small Wireless Poles located within the boundaries of the Front Beach Road Community Redevelopment Area and that meet the standards for the exception available under Panama City Beach Code Sec. 19-154 B for complying with Community Redevelopment Agency-style light pole placement, design, and specifications. This waiver is available for Small Wireless Poles proposed on either side of any street within the Front Beach Road Community Redevelopment Area. Applicants agree that in return for the waiver of these requirements and any applicable undergrounding requirement, they will comply with Planning Staff conditions on shielding, stealthing, and limiting the visibility of antennas on the pole to minimize visual differences between the Small Wireless Pole and an actual Community Redevelopment Agency light pole.

When a Community Redevelopment Agency-style light pole is replaced under this paragraph, the applicant must bear the full cost of the replacement and installation and shall perform the work. Pole replacement under this Section may qualify as a collocation pursuant to Section 5.05.08(g) except that the design requirements of this section must be followed, including that the height of the new Small Wireless Pole must comply with the Community Redevelopment Agency-style light pole design and specifications. The new pole shall be owned and maintained by the applicant, unless otherwise agreed by City and applicant in writing.

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

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the

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

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the  
City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXAMINED AND APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

Published in the News Herald on the 28th day of May, 2019.

Posted on pcbgov.com on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Notice provided to the Secretary of State on the 29<sup>th</sup> day of April, 2019, which is at least 10 days prior to consideration on first reading.

Ordinance 1490  
Page 7 of 7

AGENDA ITEM # 1



**REGULAR ITEM**

**2**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
CRAMARIO GISBERT

2. MEETING DATE:  
JUNE 13, 2019

3. REQUESTED MOTION/ACTION:  
CONSIDER SALE OF MULTI-MODAL CENTER PROPERTY

4. AGENDA

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes  No  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)  
ON APRIL 29, 2019, THE CITY RECEIVED AN UNSOLICITED OFFER TO PURCHASE PROPERTY LOCATED AT 9941 THOMAS DRIVE. IN ACCORDANCE WITH SECTION 163.380 WHICH GOVERNS THE DISPOSAL OF PROPERTY IN A COMMUNITY REDEVELOPMENT AREA, THE CITY ADVERTISED NOTICE OF ITS RECEIPT OF THIS OFFER AND INVITED OTHER INTERESTED PARTIES TO SUBMIT A PROPOSAL FOR THE PURCHASE AND DEVELOPMENT OF THIS LAND. THE DEADLINE FOR RESPONSE WAS JUNE 3, 2019, AND NO RESPONSES WERE RECEIVED.

AS BACKGROUND, THE CITY PURCHASED THIS PROPERTY FOR 5,250,000.00 IN FEBRUARY 9, 2007, WITH THE INTENTION OF DEVELOPING IT INTO A MULTI-MODAL CENTER TO SUPPORT THE FRONT BEACH ROAD REDEVELOPMENT PROJECT. PRESENTLY (AND FOR THE LAST SEVERAL YEARS), THE CRA'S DEVELOPMENT PRIORITIES ARE ON THE IMPROVEMENT OF THE ROW SEGMENTS RATHER THAN ON THE DEVELOPMENT OF THIS PROPERTY.

THE PROPOSED OFFER IS ATTACHED. THE COUNCIL MAY ACCEPT THE OFFER AS PRESENTED, REJECT THE OFFER, OR SUBMIT A COUNTER-OFFER. IF THE COUNCIL IS INCLINED TO SELL THE PROPERTY AT THIS PRICE, STAFF RECOMMENDS AN ADDENDUM TO AMEND SOME OF THE CONTRACT PROVISIONS AND TO SPECIFICALLY REQUIRE THE PURCHASE DEVOTE HIS USE OF THE PROPERTY ONLY TO THE USES SPECIFIED IN THE CITY'S FRONT BEACH ROAD REDEVELOPMENT PLAN.

Select Year:  

## The 2018 Florida Statutes

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Title XI  
 COUNTY ORGANIZATION AND INTERGOVERNMENTAL  
 RELATIONS

Chapter 163  
 INTERGOVERNMENTAL  
 PROGRAMS

View Entire  
 Chapter

**163.380 Disposal of property in community redevelopment area.**—The disposal of property in a community redevelopment area which is acquired by eminent domain is subject to the limitations set forth in s. [73.013](#).

(1) Any county, municipality, or community redevelopment agency may sell, lease, dispose of, or otherwise transfer real property or any interest therein acquired by it for community redevelopment in a community redevelopment area to any private person, or may retain such property for public use, and may enter into contracts with respect thereto for residential, recreational, commercial, industrial, educational, or other uses, in accordance with the community redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this part. However, such sale, lease, other transfer, or retention, and any agreement relating thereto, may be made only after the approval of the community redevelopment plan by the governing body. The purchasers or lessees and their successors and assigns shall be obligated to devote such real property only to the uses specified in the community redevelopment plan and may be obligated to comply with such other requirements as the county, municipality, or community redevelopment agency may determine to be in the public interest, including the obligation to begin any improvements on such real property required by the community redevelopment plan within a reasonable time.

(2) Such real property or interest shall be sold, leased, otherwise transferred, or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as any county, municipality, or community redevelopment agency may prescribe. In determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser or lessee or by the county, municipality, or community redevelopment agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing. The county, municipality, or community redevelopment agency may provide in any instrument of conveyance to a private purchaser or lessee that such purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the county, municipality, or community redevelopment agency until the purchaser or lessee has completed the construction of any or all improvements which he or she has obligated himself or herself to construct thereon. Real property acquired by the county, municipality, or community redevelopment agency which, in accordance with the provisions of the community redevelopment plan, is to be transferred shall be transferred as rapidly as feasible in the public interest, consistent with the carrying out of the provisions of the community redevelopment plan. Any contract for such transfer and the community redevelopment plan, or such part or parts of such contract or plan as the county,

municipality, or community redevelopment agency may determine, may be recorded in the land records of the clerk of the circuit court in such manner as to afford actual or constructive notice thereof.

(3)(a) Prior to disposition of any real property or interest therein in a community redevelopment area, any county, municipality, or community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section, invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof. Such notice shall identify the area or portion thereof and shall state that proposals must be made by those interested within 30 days after the date of publication of the notice and that such further information as is available may be obtained at such office as is designated in the notice. The county, municipality, or community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the county, municipality, or community redevelopment agency may negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area. The county, municipality, or community redevelopment agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this part. Except in the case of a governing body acting as the agency, as provided in s. 163.357, a notification of intention to accept such proposal must be filed with the governing body not less than 30 days prior to any such acceptance. Thereafter, the county, municipality, or community redevelopment agency may execute such contract in accordance with the provisions of subsection (1) and deliver deeds, leases, and other instruments and take all steps necessary to effectuate such contract.

(b) Any county, municipality, or community redevelopment agency that, pursuant to the provisions of this section, has disposed of a real property project with a land area in excess of 20 acres may acquire an expanded area that is immediately adjacent to the original project and less than 35 percent of the land area of the original project, by purchase as provided in this chapter, and negotiate a disposition of such expanded area directly with the person who acquired the original project without complying with the disposition procedures established in paragraph (a), provided the county, municipality, or community redevelopment agency adopts a resolution making the following findings:

1. It is in the public interest to expand such real property project to an immediately adjacent area.
2. The expanded area is less than 35 percent of the land area of the original project.
3. The expanded area is entirely within the boundary of the community redevelopment area.

(4) Any county, municipality, or community redevelopment agency may temporarily operate and maintain real property acquired by it in a community redevelopment area for or in connection with a community redevelopment plan pending the disposition of the property as authorized in this part, without regard to the provisions of subsection (1), for such uses and purposes as may be deemed desirable, even though not in conformity with the community redevelopment plan.

(5) If any conflict exists between the provisions of this section and s. 159.61, the provisions of this section govern and supersede those of s. 159.61.

(6) Notwithstanding any provision of this section, if a community redevelopment area is established by the governing body for the redevelopment of property located on a closed military base within the governing body's boundaries, the procedures for disposition of real property within that community redevelopment area shall be prescribed by the governing body, and compliance with the other provisions of this section shall not be required prior to the disposal of real property.

**History.**—s. 11, ch. 69-305; s. 9, ch. 77-391; s. 13, ch. 84-356; s. 1, ch. 92-162; s. 906, ch. 95-147; s. 1, ch. 96-254; s. 9, ch. 98-314; s. 12, ch. 2006-11.

**NOTICE OF DISPOSAL OF PROPERTY LOCATED IN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA**

Notice is hereby given pursuant to Section 163.380, Florida Statutes, that the City of Panama City Beach intends to convey property to Recovery Communities, Inc. (the "Developer"), on or after July 3, 2019. The Property is located in the Front Beach Road Community Redevelopment Area, at 9941 Thomas Drive, Panama City Beach, Florida and identified by Bay County Parcel ID No. 34870-000-000. The City Council of the City of Panama City Beach serves, ex-officio, as the governing body of the City of Panama City Beach Community Redevelopment Agency.

A potential buyer has proposed developing the property for commercial use as a hotel or condominium. Unless additional offers are timely received, the City intends to complete negotiations for development and conveyance of the Property to the Developer. A copy of the Developer's proposal, the Front Beach Road Community Redevelopment Plan ("CRA Plan"), and any additional information shall be available for your review at Office of the CRA Manager, at 116 South Arnold Road, Panama City Beach, Florida 32413.

All interested persons are invited to make proposals for the development of the Property. The City will consider all proposals received and the legal and financial ability of the persons making such proposals to carry them out. Any party interested in purchasing the Property for the purposes of redevelopment is hereby notified that sealed proposals to acquire such property must be received in the City Manager's Office at 110 South Arnold Road, Panama City Beach, Florida 32413 by 10:00 a.m. on June 3, 2019. Proposals received after that date will not be considered. Any such offer must include a description of the proposed development that would be built on the Property and documentation establishing the legal ability of the proposer, together with credible evidence of the availability of funding to complete the development proposed. The City may accept such proposals as it deems to be in the public interest and in furtherance of Chapter 163, Part III, Florida Statutes.

# The News Herald

501 W. 11<sup>th</sup> Street  
P.O. Box 1940, Panama City, FL 32401  
Published Daily  
Panama City, Bay County, Florida

## State of Florida County of Bay

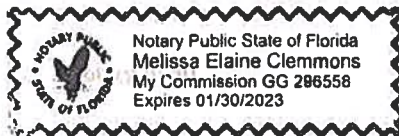
Before the undersigned authority personally appeared Susan Collins, who on oath says that she is a Legal Advertising Representative of The News Herald, a newspaper published at Panama City in Bay County, Florida; that the attached copy of advertisement, being a Legal Advertisement #23390 in the matter of **NOTICE OF DISPOSAL OF PROPERTY - City of Panama City Beach** in the Bay County Court, was published in said newspaper in the issue of **May 2, 2019**.

Affiant further says that the said The News Herald is a newspaper published at Panama City, in said Bay County, Florida, is a direct successor of the Panama City News and that the said newspaper, together with its direct predecessor, has heretofore been continuously published in said Bay County, Florida, each day (except that the predecessor, Panama City News, was not published on Sundays) and has been entered as periodicals matter at the post office in Panama City, in said Bay County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Susan Collins

State of Florida  
County of Bay  
Sworn to and subscribed before me this **2nd** day of **May**, A.D., **2019**. By Susan Collins, Legal Advertising Representative of The News Herald, who is personally known to me or has produced N/A as identification.

Melissa Elaine Clemmons  
Notary Public, State of Florida at Large



The Property shall be conveyed at a value and under such terms and conditions (including covenants), determined to be in the public interest for uses in accordance with the CRA Plan and in accordance with such reasonable disposal procedures as the City and the CRA may prescribe. In determining the value upon which the Property will be conveyed, the City will take into account and give consideration to: (a) the long-term benefits to be achieved by the CRA and the City based on the proposed use when compared to any potential short-term losses or costs in the disposal of such real property; (b) the appraised value; (c) the uses provided for in the CRA Plan; (d) the restrictions upon the property, and any covenants, conditions, and the obligations assumed by the purchaser/developer of the property; and (e) the objectives of the CRA Plan for the prevention of slum or blighted areas.

The City Council of the City of Panama City Beach, Florida, will consider the disposal of the Property at its regularly scheduled meeting to be held at 6:00 PM on Thursday, June 13, 2019, at the George C. Cowgill City Hall Annex, 104 South Arnold Road, Panama City Beach, Florida 32413.

Any appeal of the City Council's decision may be made to the Clerk of the Circuit Court in Bay County, Florida. If a person decides to appeal any decision made by the City Council with respect to any matter considered, such person 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.

Any person requiring a special accommodation to participate in this proceeding because of a disability or physical impairment should contact the City Clerk, at City Hall, 110 South Arnold Road, Panama City Beach, Florida, 32413 or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL  
BY: /s/ Mario Gisbert,  
CITY MANAGER  
Pub: May 2, 2019

## RESOLUTION 19-87

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX-OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY; APPROVING THE SALE OF 3.85 ACRES LOCATED IN THE FRONT BEACH ROAD REDEVELOPMENT AREA TO RECOVERY COMMUNITIES, INC. FOR \$6,000,000, FOR REDEVELOPMENT OF SUCH LAND IN A MANNER CONSISTENT WITH THE FRONT BEACH ROAD REDEVELOPMENT PLAN.**

WHEREAS, on April 29, 2019, the City received an unsolicited offer from Recovery Communities, Inc. to purchase a 3.85 acre parcel of City land located at 9941 Thomas Drive within the Front Beach Road Redevelopment Area; and

WHEREAS, pursuant to Section 163.380, Florida Statutes, the City properly published notice of its receipt of the offer and intent to consider the disposition of this property, and invited interested persons to submit proposals for redevelopment of the property; and

WHEREAS, the City finds and determines that the disposition of this property for redevelopment is in the public interest, as the City's intention of developing the site as a Multi-Modal facility will not be realized in the near future and the goals of the Front Beach Road Community Redevelopment Plan will be furthered by the redevelopment of this land sooner rather than later; and

WHEREAS, the City finds and determines that the proposed purchase price of \$6,000,000 is fair and reasonable, and is equal to or greater than the fair market value of the land; and

WHEREAS, Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City of Panama City Beach (the "City") has all powers of local self-government to perform municipal functions, render municipal services and budget and appropriate funds for the same. Pursuant to Section 163.358, Florida Statutes, the City Council of the City, acting *ex officio* as the governing body

of the Panama City Beach Community Redevelopment Agency (the "Agency"), has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Part III of Chapter 163, Florida Statutes (the "Community Redevelopment Act"), including the disposition of CRA land.

**NOW THEREFORE, BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement and Addendum between the City and Recovery Communities, Inc., relating to the sale of land located at 9941 Thomas Drive in the Front Beach Road Community Redevelopment Area, in the basic amount of Six Million Dollars (\$6,000,000), 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 \_\_\_\_\_, 2019.

**CITY COUNCIL OF PANAMA  
CITY BEACH, FLORIDA, AND  
EX-OFFICIO AS THE  
GOVERNING BODY OF THE  
PANAMA CITY BEACH  
COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Mike Thomas, Mayor, and Ex-  
Officio as Chair of the Agency

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk, and  
Ex-Officio as Clerk to the Agency

Resolution 19-87

**AGENDA ITEM #** 2

Commercial Contract



1 1. PARTIES AND PROPERTY: Recovery Communities, Inc., ("Buyer")

2 agrees to buy and City of Panama City Beach FL ("Seller")

3 agrees to sell the property at:

4 Street Address: 9941 Thomas Dr., Panama City Beach, FL 32408

6 Legal Description: 36 3S 16W -56- 47D4 - A PCL IN SW1/4 OF SE1/4 BND ONN BY SR/W SR 392 ON E BY E LI OF

7 SW1/4 OF SE1/4 ON S BY A LKON W BY A LI 540' W OF 1/4 LI AS DESC IN DB 144 P 299 LESS WLY 95' ORB

8 2008 P 299 LESS WLY 95' ORB Property: Legal continued: P 2008 SUBJ TO ESMT ORB 3401 P 394

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 2. PURCHASE PRICE:

6,000,000.00 (M)
\$ 5,500,000.00

12 (a) Deposit held in escrow by: SETCO SERVICES LLC \$ 10,000.00
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 7714 Front Beach Road, Unit C, 32407 Phone: 233-5466

15 (b) Additional deposit to be made to Escrow Agent
16 [ ] within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or
17 [X] within 60 days after Effective Date \$ 90,000.00

18 (c) Additional deposit to be made to Escrow Agent
19 [ ] within \_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or
20 [ ] within \_\_\_ days after Effective Date \$ \_\_\_\_\_

21 (d) Total financing (see Paragraph 5) \$ \_\_\_\_\_

22 (e) Other \$ \_\_\_\_\_

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer. 5,900,000.00 (M)
\$ 5,400,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before May 3, 2019, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 \_\_\_\_\_. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on July 3, 2019 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (M) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after  
42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in Bay County, Florida. (If left blank, closing will take place in the  
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, Buyer will apply for third  
47 party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_, with a fixed  
48 interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or  
49 commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized  
50 over \_\_\_\_\_ years, with additional terms as follows:

51 \_\_\_\_\_  
52 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any  
53 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left  
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close  
55 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage  
56 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon  
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable  
58 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within \_\_\_\_\_ days (3 days if left blank)  
59 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.  
60 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.  
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of  
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes of Paragraph 5 only): If Buyer  
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and  
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or  
65 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both  
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving  
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use  
68 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction  
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms  
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-  
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
73 deed  special warranty deed  other WARRANTY DEED, free of liens, easements and  
74 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,  
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other  
76 matters to which title will be subject) \_\_\_\_\_

77 \_\_\_\_\_;  
78 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the  
79 Property as Income Producing Property as Zoning Permits

80 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent  
81 and pay for the title search and closing services. Seller will, at (check one)  Seller's  Buyer's expense and  
82 within \_\_\_\_\_ days after Effective Date or at least 30 days before Closing Date deliver to Buyer (check one)  
83  (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by  
84 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase  
85 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and  
86 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.  (ii.) an  
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.  
88 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed  
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy  
90 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

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91 **Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such**  
92 **an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.**

93 **(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller**  
94 **of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2)**  
95 **Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days from receipt of the notice**  
96 **("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the**  
97 **Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the**  
98 **scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be**  
99 **cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days**  
100 **from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept**  
101 **title subject to existing defects and close the transaction without reduction in purchase price.**

102 **(c) Survey: (check applicable provisions below)**

103  **Seller will, within 45 days from Effective Date, deliver to Buyer copies of prior surveys,**  
104 **plans, specifications, and engineering documents, if any, and the following documents relevant to this**  
105 **transaction:**

106 \_\_\_\_\_  
107 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this  
108 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the  
109 date this Contract is terminated.

110  **Buyer will, at  Seller's  Buyer's expense and within the time period allowed to deliver and examine**  
111 **title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals**  
112 **encroachments on the Property or that the improvements encroach on the lands of another,  Buyer will**  
113 **accept the Property with existing encroachments  such encroachments will constitute a title defect to be**  
114 **cured within the Curative Period.**

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

116 **7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,**  
117 **ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller**  
118 **makes no warranties other than marketability of title. In the event that the condition of the Property has materially**  
119 **changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a**  
120 **refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required**  
121 **condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ \_\_\_\_\_ (1.5% of**  
122 **the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any**  
123 **defects in the Property. (Check (a) or (b))**

124  **(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"**  
125 **condition.**

126  **(b) Due Diligence Period: Buyer will, at Buyer's expense and within 60 days from Effective Date ("Due**  
127 **Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the**  
128 **term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which**  
129 **Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,**  
130 **environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision**  
131 **regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,**  
132 **state and regional growth management and comprehensive land use plans; availability of permits, government**  
133 **approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground**  
134 **water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to**  
135 **Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property**  
136 **is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in**  
137 **its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the**  
138 **Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable**  
139 **notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter**  
140 **the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from**  
141 **losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from**  
142 **liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer**  
143 **will not engage in any activity that could result in a mechanic's lien being filed against the Property without**  
144 **Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the**

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145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the  
146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a  
147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that  
148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the  
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting  
155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted  only with  
156 Buyer's consent  without Buyer's consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
158 the norms where the Property is located.

159 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
160 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
161 mailboxes, and security systems.

162 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if  
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or  
173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the  
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the  
175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will  
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the  
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the  
178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,  
179 mortgages and notes, security agreements, and financing statements.

180 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
181 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
182 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
194 does not apply to condominium association special assessments.

195 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or  
199 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the  
200 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the  
201 requirement.

202 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,  
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the  
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to  
205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent  
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed  
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator  
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over  
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all  
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate  
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items  
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs  
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs  
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
217 complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after  
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,  
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.  
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual  
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the  
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will  
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this  
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than  
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other  
228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
230 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit  
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make  
234 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby  
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek  
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the  
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)  
239 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the  
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
241 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)  
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without  
243 waiving any remedy for Buyer's default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
245 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable  
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
250 representing a party will be as effective as if given by or delivered to that party.

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251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of  
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the  
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not  
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will  
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to  
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and  
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim  
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any  
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of  
273 the Buyer.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate  
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is not  
281 assignable  is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement  
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This  
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if  
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a  
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** Realty Pro Real Estate Centers Rollin W Ryan  
295 121 Gwyn Drive, STE B, (32408) 8502587647 rollinryan1@gmail.com  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

296 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
297  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_  
298 Broker is not charging a Broker Fee for Either Buyer or Seller

299  
300 **(b) Buyer's Broker:** Realty Pro Real Estate Centers Rollin Ryan  
301 121 Gwyn Dr., STE B, 32408 8502587647 rollinryan1@gmail.com  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

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302 who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated by  
303  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)  
304 Broker is not charging a Broker Fee for Either Buyer or Seller

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> (A) Arbitration                    | <input type="checkbox"/> (E) Seller Warranty                 | <input type="checkbox"/> (I) Existing Mortgage          |
| 316 <input type="checkbox"/> (B) Section 1031 Exchange          | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone          | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 318 <input type="checkbox"/> (D) Seller Representations         | <input type="checkbox"/> (H) Seller Financing                | <input type="checkbox"/> Other _____                    |

319 **23. ADDITIONAL TERMS:**

320 Buyer's initial deposit of \$10,000 along with the additional \$90,000 deposit is due within 60 days of the effective date.

321 \_\_\_\_\_  
322 Seller Reserves the Right to Accept Back Up Offers Throughout the Due Diligence Period.

323 \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
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339 \_\_\_\_\_  
340 \_\_\_\_\_  
341 \_\_\_\_\_

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

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348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358  Date: 04/29/19  
(Signature of Buyer)

359 Markus R. [unclear] Tax ID No.: 59-2045549  
(Typed or Printed Name of Buyer)

360 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice \_\_\_\_\_

365 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

366 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

367 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer (  ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

ADDENDUM ONE  
TO COMMERCIAL CONTRACT

**SELLERS:** THE CITY OF PANAMA CITY BEACH, FLORIDA

**BUYERS:** RECOVERY COMMUNITIES, INC.

NOTWITHSTANDING ANY OF THE PROVISIONS SET FORTH IN THE PURCHASE AND SALE AGREEMENT TO THE CONTRARY, THE FOLLOWING TERMS AND CONDITIONS SHALL PREVAIL, AND THIS RIDER SHALL BE ATTACHED TO THE SUBJECT AGREEMENT AND MADE A PART THEREOF:

This Addendum entered into this \_\_\_\_\_ day of June, 2019, modifies and amends that certain Purchase and Sale Agreement dated \_\_\_\_\_, by and between THE CITY OF PANAMA CITY BEACH, FLORIDA ("CITY") as Seller, and RECOVERY COMMUNITIES, INC. as Buyer. It is agreed as follows:

- I. Section 3—TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME. Line 29 shall be amended to required acceptance on or before June 14, 2019. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before June 13, 2019. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.
- II. Section 4—CLOSING DATE AND LOCATION.  
Line 38 shall be amended to provide a Closing Date of August 12, 2019.
- III. Section 5—THIRD PARTY FINANCING. This Section shall be struck from the Agreement. The Purchase Price shall be paid by Buyer at Closing in cash, plus or minus net adjustments as provided in the Agreement.
- IV. Section 6—TITLE. The City will convey title by statutory warranty deed. City's conveyance will be subject to the following conditions:
  - a. BUYER SHALL BE OBLIGATED TO DEDICATE A PORTION OF THE PROPERTY FRONTING THOMAS DRIVE FOR THE PERPETUAL USE AND BENEFIT OF THE PUBLIC FOR A TROLLEY STOP, WHICH DEDICATION SHALL OCCUR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT TO DEVELOP THE PROPERTY.
  - b. BUYER SHALL DEVELOP THE PROPERTY WITH A HOTEL OR CONDOMINIUM AS THE PRINCIPAL USE, AND MAY DEVELOP THE PROPERTY WITH COMPATIBLE TOURISM RELATED ACCESSORY USES. The Property shall not be developed with the following land uses: low income residential housing; Cannabis Dispensary Facility; Nursing Homes or convalescent homes; institutional facilities and Licensed Facilities; Sexually Oriented Businesses or Body Altering Businesses.
  - c. Until such time as Buyer receives a Building Permit to commence redevelopment of the Property pursuant to a Development Order issued by



the City, or such other time approved in writing by the City Manager, Buyer may continue to maintain the Property as a community parking lot.

d. Line 79 shall be amended to state: "Income Producing Property as Zoning and the Front Beach Road Redevelopment Plan permits. Notwithstanding zoning that may otherwise permit such use, the property shall not be used or developed with the following land uses: low income housing; Cannabis Dispensary Facility; Nursing Homes or convalescent homes; Institutional facilities and Licensed Facilities; Sexually Oriented Businesses or Body Altering Businesses.

V. Section 10—ESCROW AGENT. In the event that Escrow Agent shall receive a written claim of default by either Buyer or Seller against the other, then Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent shall have received joint written instructions from Seller and Buyer as to the proper delivery of the Deposit.

VI. Section 19—ASSIGNABILITY, PERSONS BOUND. This Contract may be assigned to a related entity, but no other, with the prior written consent of the City Council, which will not be unreasonably withheld. If Buyer desires to assign this Contract, Buyer shall promptly deliver to the City a copy of the proposed assignment agreement, together with evidence of the assignee's relationship to Buyer.

V. Section 21—BROKERS. The City has not used the services of any real estate Broker, has no brokerage relationship with any person to whom it will compensate under this Agreement, and this Section shall be amended to so reflect.

Except as expressly modified by this Addendum, all other provisions of the Agreement remain unchanged.

**SELLER:**  
CITY OF PANAMA CITY BEACH, FLORIDA

\_\_\_\_\_  
Mario Gisbert, City Manager

Date: \_\_\_\_\_

**PURCHASER:**  
RECOVERY COMMUNITIES, INC.

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

Date: \_\_\_\_\_

**REGULAR ITEM**

**3**

James Turner  
17642 Front Beach RD. J30  
Panama City Beach, Florida

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### **Skills**

- Superior customer service
- Conflict resolution
- Scheduling staff to meet needs of the business
- Exceptional teamwork
- Excels at problem solving
- Marketing
- Microsoft Office programs
- Works well in both high and low intensity environments
- Proven to well under pressure
- Quick to learn new concepts

### **Work Experience**

#### **Property Manager**

Oversee Rentals LLC

22623 Panama City Beach Pkwy, Panama City Beach, FL 32413

January 2019-present

- Manage 6 housekeeping companies
- Conflict resolution
- Inspect homes to ensure cleanliness
- Order all items for our office
- Order all amenities for our office
- Coordinate and follow up with all maintenance jobs
- Market properties through VRBO, Airbnb, and GladToHaveYou
- Knowledgeable and skilled in Escapia

#### **Food And Beverage Supervisor**

Boardwalk Beach Resort and Convention Center

9600 S Thomas Drive, Panama City Beach, FL 32408

June 2018-November 2018

- Oversee and direct the setup of events per BEO (Banquet Event Order)
- Keep up to date inventory of all items pertaining to banquets
- Oversee functions and ensure staff is exceeding guests' expectations
- Schedule staff and ensure employees did not exceed budgeted goal
- Hold meetings to gauge staff morale and clearly state expectations

- Use problem solving skills to handle any issues that may arise
- Ensure proper protocols are followed when selling alcoholic beverages
- Ensure that staff follows food safety protocols when preparing and transporting food
- Responsible for making sure ballroom and storage rooms are kept near
- Inspect all banquet equipment for defects and keep clean

### **Kitchen Supervisor**

Lake Blackshear Resort and Golf Club

2459 U.S. 280, Cordele, GA 31015

January 2018-May 2018

- Responsibilities include supervising all kitchen staff, ensuring proper presentation of appetizers, entrees, and salads, along with rotation of all products and keeping food cost at a minimum.
- Performed initial screening of applicants at corporate job fair
- Inventory control
- Food cost tracking
- Ordering of necessary items for restaurant

### **Banquets/Line Cook/Expeditor**

Lake Blackshear Resort and Golf Club

2459 U.S. 280, Cordele, GA 31015

March 2016-Current

- Worked at Marina, Housekeeping, Banquet/Special Events, and Kitchen
- Marina responsibilities included ensuring boater safety instructions are comprehended by all renters, maintaining cleanliness of all boats, using strategies of suggestive sales with guests, and using proper safety protocols while fueling boats
- Housekeeping responsibilities included maintaining cleanliness of all villas, cabins, and the lodge, assisting maids with stripping rooms of soiled linens and trash, and making park deliveries by means of golf cart
- Banquet/Special event responsibilities included setup for all special events, waiting tables, maintaining satisfaction of all guests, preparing decorative arrangements, and running food
- Kitchen responsibilities included preparing appetizers, salads, and entrees in a timely fashion, while ensuring proper presentation.
- Special skills obtained from jobs include customer service, time management, and prompt service

### **Rock Wall Associate**

Darton State College

2400 Gillionville RD, Albany, GA 31707

August 2012-August 2013

- Responsibilities included maintaining the gym, keeping all climbers safe, ensuring the happiness of all birthday party children, and demonstrating proper climbing technique
- Special skills obtained from experience at this job include working under pressure, multi-tasking, and emergency first-aid
- Learned efficient maneuvers for belaying climbers

### **Wrestling Instructor's Assistant**

Darton State College

2400 Gillionville RD, Albany, GA 31707

August 2012-January 2013

- Responsibilities included aiding the coach, maintaining cleanliness of gymnasium, and keeping wrestlers hydrated
- Special skills gained from this included leadership, teamwork, and problem solving

### **Martial Arts Instructor**

-YMCA

1701 Gillionville RD, Albany, GA 31707

August 2002-August 2008

-Tony's Gym

623 N Westover BLVD, Albany, GA 31707

August 2008-March 2014

-Impact Sports & Fitness

2700 Dawson RD, Albany, GA 31707

March 2014-October 2014

- Responsibilities included teaching adults and children martial arts in a fun and family oriented environment
- Managed other instructors and ensured that they were following instructions and keeping all students safe
- Ordered necessary supplies for the Karate studio
- Tested students for belt ranking
- Prepared students for competition

### **Educational History**

- Sherwood Christian Academy 1994-2006  
-Honor Student
- Darton State College 2012-2014  
-Dual major in Business Administration and English  
-Dean's List Student
- Middle Georgia State University 2014-Current  
-Criminal Justice, Bachelors of Science  
-President's List Student

### **Non-Profit Experience and Certifications**

- Volunteer work at YMCA
- Volunteer work with Chehaw Park in Albany, GA
- Volunteer work with Heart of America charity for diabetes
- Class C Fuel Operator certification