

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 27, 2019
MEETING TIME: 9:00 a.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – PASTOR WAYNE ASPRODITES, DESTINY WORSHIP CENTER
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES
REGULAR MEETING – JUNE 13, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN MCCONNELL
 - 1 UTILITIES DEPARTMENT UPDATE
 - 2 OWEN BEITSCH – RIGHT-OF-WAY ASSESSMENT
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-97, BID AWARD – THOMAS DRIVE AND BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1.** *“A Resolution of the City of Panama City Beach, Florida approving an agreement with Gulf Coast Utility Contractors, LLC related to the Thomas Drive and Beach Drive Utilities Improvements – Phase I, In the total amount of \$2,038,510.”*
 - 2 **RESOLUTION 19-98, PIER PARK ROAD CLOSURES – 4TH OF JULY.** *“A Resolution of the City of Panama City Beach, Florida authorizing temporary closures of a portion of Pier Park Drive on July 4, 2019, for the “Star Spangled Spectacular” Event.*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	MG	RESOLUTION 19-99, RIGHT OF WAY ASSESSMENT DIRECTORY RESOLUTION.
2	MG	RESOLUTION 19-100, SETTING SUMMER SPECIAL MEETINGS
3	MG	RESOLUTION 19-101, BUDGET AMENDMENT FOR PURCHASE OF 156 ESCANABA AVENUE
4	ML	ORDINANCE 1492, REPEALING LDC REGULATIONS OF MEDICAL MARIJUANA
- XI. DELEGATE AND STAFF REPORTS
 - 1 **DELEGATIONS.** In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on

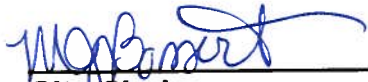
items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.

- 2 ATTORNEY REPORT.
- 3 CITY MANAGER REPORT.
- 4 COUNCIL COMMENTS.
- 5 ADJOURN.

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

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

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

 6.24.19
City Clerk Date

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

 6.24.19
City Clerk Date

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

E-mailed to interested parties and posted on the website on: 06/24/19 5 p.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 June 13, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

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

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

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of May 23, 2019 were read. **Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mayor Thomas requested to add a temporary change to meeting times and a Land Purchase on Escanaba Avenue.

Councilman Casto made the motion to approve the additions to the agenda. Councilman Chester seconded the motion passed by unanimous roll call vote as follows:

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Naveah Bradbury and presented her with the Civic Achievement Award for

exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club Representative, spoke of Neveah's contributions to the Club. The audience responded with applause.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:08 p.m. and invited comments. There were none. He closed the Public Comments at 6:08 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Item by title.

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."*

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

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

REGULAR AGENDA

ITEM 1 ORDINANCE 1490, AMENDING LDC REGARDING TELECOMMUNICATION FACILITIES IN THE RIGHT-OF-WAY, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1490 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 6:12 p.m. and invited comments.

1 Karin Mathson – 166 Christopher Drive. Ms. Mathson asked for clarification of this Ordinance. Councilman McConnell explained it puts design standards in place for utility poles and other facilities that conflict with the CRA projects. He explained there would be no overhead wires.

With nothing further, the Mayor closed the Public Hearing at 6:15 p.m.

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

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

ITEM 2 RESOLUTION 19-87, DISPOSITION OF PROPERTY – 9941 THOMAS DRIVE. Ms. Myers read Resolution 19-87 by title and explained this is a sale of 3.85 acres located in the Front Beach Road Redevelopment Area to Recovery Communities, Inc. for \$6,000,000, for the redevelopment of such land in a manner consistent with Front Beach Road Redevelopment Plan. The Mayor asked if there were any questions or comments by the Council Members.

Councilman Casto commented the City should keep the land. He suggested doing a long-term lease instead of selling. He stated density problems exist in that area and it is currently being used for debris. Councilman McConnell commented he would like to see the money fund another section of the CRA, to move it along faster. Councilman Solis agreed; he would like to see two sections of CRA done at the same time. Councilman Chester stated the City will need the property. The Council discussed placement of future trolley stops. Ms. Myers explained there is a trolley stop designated to that area. Councilman Casto suggested getting an appraisal on the property. Mayor Thomas explained there is no need for an appraisal. Councilman Casto asked Mr. Leonard for the zoning of the property. Mr. Leonard explained the property is zoned for 45 units per acre, he estimated the property could have 180 -200 units.

Councilman Solis made the motion to approve Resolution 19-87. Second was made by Councilman McConnell and the motion passed by majority roll call vote recorded as follows:

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

ITEM 3 CIVIL SERVICE BOARD APPOINTMENT – COUNCIL APPOINTEE. Mr. Gisbert explained there had been only one applicant for the seat, Mr. James Turner. **Councilman Casto made the motion to appoint Mr. Turner to the Civil Service**

Board. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 4 EXAMINING BOARD VACANCY – COUNCIL APPOINTEE. Mr. Gisbert explained there is still a vacancy for the Examining Board and the City had received no applications. The Council agreed to continue to advertise for the vacancy.

ITEM 5 TEMPORARY COUNCIL MEETING HOURS. Mayor Thomas suggested moving the evening council meetings to 5:00 p.m. so everyone could attend the summer concert series. There were no objections. The Mayor instructed Ms. Myers to bring a Resolution to the Council for approval.

ITEM 6 LAND PURCHASE. Mayor Thomas explained the Council previously inquired if the City could obtain an easement to access the trails connecting Escanaba Avenue to Frank Brown Park. Mayor Thomas explained he had asked a real estate agent to solicit a purchase price for the connecting lot. Mayor Thomas stated that price was \$114,000 due to the owner's development plans. Councilman Casto asked if impact fees could be used for this purchase. Ms. Myers stated no. Councilman McConnell commented the lot is overpriced but agreed the purchase was good for the City.

Council instructed staff to take all necessary action to purchase the lot not to exceed \$114,000. **Councilman Casto made a motion to purchase the lot on Escanaba. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:36 p.m.

1 John Holmes – 242 Eagle Drive. Mr. Holmes read a statement from a 2010 newspaper article in reference to garbage collection from a former Mayor. He also read a statement from a former City Attorney.

2 Martha Hoke – 508 Lantana Street. Ms. Hoke stated her opposition to the mandatory garbage collection. She asked that everyone be required to comply with the ordinance without special treatment.

3 Karin Mathson – 166 Christopher Drive. Ms. Mathson stated a conference center would be a good idea for the City, it would attract guests. She stated she is in opposition to the mandatory garbage collection. She commented she has used Steelfield for many years.

4 Kathy Morris – 129 Summerwood Drive. Ms. Morris explained she has very little garbage and pays her neighbor for use of his garbage service. She commented she cannot afford a monthly garbage service and asked that those with proof that they share with neighbors be exempted from the ordinance.

5 Bill Caravello, 407 Dolphin Street. Mr. Caravello asked if pylons could be placed in the turning lane on Front Beach Road to prevent cars from cutting in. Councilman McConnell explained it is a road subject to state jurisdiction.

6 Frank Sewell. Mr. Sowell commented about the smell from the lift station on Joan Avenue and asked what could be done about it.

7 Jerry Venesky, 612 West Caladium Circle. Mr. Venesky commented if garbage is handled in an appropriate manner and people are showing they are taking care of it, it should not be a big deal.

8 Genese Hatcher, 203 S Wells Street. Ms. Hatcher asked why there are different companies picking up garbage, she suggested one hauler per geographic area. She suggested negotiating with the garbage vendors. She asked the Council to research who owns the adjacent lot across from the Thomas Drive property being sold and to investigate their reason why this property is being purchased.

9 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson stated the Council made an oath to protect and defend the Constitution. He asked the Council to listen to the needs of the citizens.

With no further comments, the Mayor closed the Delegations period at 6:57 p.m.

ATTORNEY REPORT

Ms. Myers had no report.

CITY MANAGER REPORT

Mr. Gisbert explained the budget meetings are coming up. He explained the budget meetings will be held after the morning meetings at 10 a.m., and before the evening meetings at 1 p.m. He read the open bids and available jobs.

COUNCIL COMMENTS

Councilman Casto stated he had several calls regarding the mandatory garbage pickup. He asked Mr. Davis if there were any exceptions or provisions for garbage pickup. Mr. Davis explained very few local governments in Florida provide exemptions from mandatory garbage collection laws. Mr. Gisbert explained the number of municipalities in the region which also require mandatory garbage collection.

Mayor Thomas stated there are 1,700 city residents that do not have garbage service. He noted the problem with household garbage being placed in the garbage containers along the beach.

Councilman Chester stated there are six haulers available to choose from, citizens can negotiate with haulers if they need service only once a month. Councilman Solis suggested to contact all the haulers and see all the options. Councilman Chester expressed gratitude for a recent experience with the Fire Department and asked the public to thank Fire Department employees at every opportunity.

Councilman McConnell called Mr. Shortt to the podium to discuss the lift station. Mr. Shortt explained the lift stations are equipped with odor control units which have been

failing and need replacement. The City is currently testing on new products. The City has planned close to a million dollars in improvements to that system but none of the options are cheap.

Councilman McConnell announced the upcoming CRA meeting on June 25th at Lyndell Center. He also mentioned a charity event for the Gulf Coast Advocacy Center hosted by radio station host Paco with 96X who was attempting a world record for the longest Sky Wheel ride at Pier Park. Councilman McConnel encouraged the public to support the effort and that a toy drop-off was available for children getting out of the hospital.

Mayor Thomas asked to remember the Bolton family. He announced the funeral arrangements.

With nothing further, the meeting was adjourned at 7:15 p.m.

READ AND APPROVED this 27th 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.

ATTEST:

Mayor

City Clerk

PRESENTATION

2

Memorandum

To: Panama City Beach City Council and City Manager
Re: Draft for Discussion: Summary FBRCRA Assessment Strategy
From: Owen Beitsch, PhD, FAICP, CRE
Date: June 17, 2019

Analysis

The City authorized GAI Consultants (GAI) to analyze the administrative, operational, and maintenance expenses associated with transportation, placemaking and related infrastructure and to explore options for defraying at least some of these costs. The purpose of this memorandum is to describe the status of that process, to suggest a specific approach, and to outline a strategy for implementation if that is the directive of the City Council.

Assessments were expressly contemplated in the *Front Beach Road Community Redevelopment Plan* when adopted in 2002. That plan established the boundaries for the Front Beach Road Community Redevelopment Area (FBRCRA) as well as a policy and legal framework which anticipated using special assessments in this area which is less than the larger City.

City management and the City Council are now faced with beginning this compliance aspect of the redevelopment plan because the capital costs of complex project infrastructure, along with its continued administrative, operational, and maintenance expense, has been paid for almost exclusively through monies accruing to the redevelopment trust fund set up to receive increment revenue for the benefit of the FBRCRA. Recognizing the plan would eventually terminate, the City long ago initially anticipated assessments as a means to supplement these receipts. If other general fund revenues are used, this non-compliant reallocation of monies will affect the CRA's operations, the City's general operations, and likely forestall and reduce longer term capital expenditures.

According to ZHA and PFM analyses as well as staff prepared budgets, the annual administrative, operating, and maintenance costs required to upkeep all current and planned road segments in the FBRCRA will pass \$2,500,000 per year by 2027 with the costs reaching almost \$3,100,000 by 2031 and then growing to about \$3,800,000 by 2034. For only those segments already underway or imminent, the figures grow from \$1,400,000 in 2020 to \$3,900,000 in 2034.

The very *practical* stewardship reason for considering a special assessment is that there will be a termination date for the CRA but the programs and road segments being constructed must continue to function. *Legally*, the process for implementing the assessment must demonstrate that there are corresponding benefits to affected properties. Among the benefits introduced in the plan several years ago was the finding that the construction and maintenance of substantial infrastructure was necessary to preserve the extensive

concentration of real property assets which are the principal source of this community's economic activity and wealth.

Based on the current budgets available to us, we believe that administrative costs of approximately \$350,000 in 2019 can be absorbed through an assessment that would be charged equally to each of the 12,500 parcels that currently comprise the entirety of the FBCRA. These numbers are subset of all parcels within the incorporated city limits. Parcels inside the City limits and outside the FBCRA would not pay this assessment.

The administrative costs are the direct costs of managing the legal district charged with creating and preserving the infrastructure so vital to the economic position Panama City Beach has attained. It is logical that at least some of these costs be absorbed equally by every parcel in the FBCRA without regard to any discriminating characteristics because they are specific expenses enabling the FBCRA to implement the redevelopment plan uniformly across the district. These costs represent expenses required to meet the mission of the district and fulfill its legal obligations under Chapter 163 FS. In the absence of the FBCRA, there would be no increment revenue to fund and support all the placemaking activities and infrastructure which are well on their way to being completed. At the currently estimated budget, these costs equate to about \$28 per parcel. The final figure will be based on a final reconciliation of the tax roll but it should in no case be more than about \$40 per tax parcel.

This per parcel charge by itself will not address all the longer term needs of FBCRA and should not be viewed in isolation. This charge, however, should be immediately and easily digested. The overall methodology proposed addresses a more complete range of costs.

Going forward, as the PFM and ZHA analyses both indicate, administrative cost will be overshadowed by operational and maintenance costs primarily stemming from the need to assure reserves are adequate to sustain today's investments. These longer-term costs are of a concern because they will be growing substantively at the point increment revenues have ceased to be available to the City or the FBCRA for such purpose. Unlike the administrative costs associated with the FBCRA which we believe should be shared equally by all properties, we anticipate these operational and maintenance costs would be addressed in such a way that they are carried primarily by the larger and most significantly benefitting tax parcels.

Toward that end, we envision a method where these operational and maintenance costs are proportionately allocated using three variables drawn efficiently from annual tax roll data and, which together, are proxies or representations for benefits stemming from infrastructure, policies, and framework described in the *Front Beach Road Community Redevelopment Plan*. These proxies are indicative of the level of traffic associated with each property and its intensity of use [square footage], the economic value of its improvements which largely correlate to that traffic [value of improvements], and the advantages of specific location [land value]. These measures or variables would be weighted at a maximum of 60%, 30% and 10% respectively such that larger, more valuable, and strategically situated properties or locations are proportionately recognized. The particulars of this approach and the parcels affected by it have not been fully settled, but case law allows these options, and they create substantial and recommended flexibility in the actual figure that elected leaders could adopt each year based on budgeted needs and unforeseen circumstances such as

hurricane Michael. For *illustrative* purposes only, an operational and maintenance budget of \$500,000, \$1,000,000 and \$2,000,000 would result in an AVERAGE ANNUAL per parcel charge of \$40, \$80, and \$160 respectively. These illustrative sums, *which would each vary based on the attributes of each parcel*, would be in addition to the flat per parcel charge. If directed, we will work through these figures and other issues over the next several weeks.

Recommendation

A discrete and readily distinguished category of administrative costs can be the subject of an *immediate* assessment so the general means of implementing a supplement to increment revenues can be launched in late September 2019. To further implement the original redevelopment plan, it is fair and reasoned to now also suggest that the City Council direct the continued refinement of the means and processes [60%/30%/10%] to allocate the operational and maintenance costs that are the bigger and looming obligation in the future.

Although we will provide a full evidentiary analysis, we along with City staff, ask you to now consider and react to this strategy for accomplishing the redevelopment plan's objectives using the following method of assessments. The method we summarize today is a combination of several aspects which provide flexibility and reasoned fairness in addressing the 2002 redevelopment plan's anticipated costs and assessments.

In sum, the recommended approach involves:

- A charge per parcel uniformly distributed to each of the 12,500 tax parcels only within the FBRCRA beginning as soon as possible for FY 2019-2020, *and*
- For FY 2020-2021, an additional charge per parcel distributed to these same 12,500 parcels using three variables which together form an on-going proxy or representation for the benefits distinct to discrete types of property affected by the redevelopment plan. For these parcels, the characteristics include [a] measure of the air-conditioned square footage, [b] overall improvement value, and [c] land value. These are components of the data recorded by your local property appraiser so an automatic, third party mechanism exists for corrections and year to year adjustments.
- Please recognize that, in any event, [a] the City's cost of roll development and imposition processes should be defrayed by an annual charge of approximately \$5 per tax parcel, [b] and, in FY 2020-2021, must include the statutory charges imposed by the County, tax collector, and property appraiser to use the tax bill collection method, and [c] also, in FY 2020-2021, must be adjusted for statutory discounts for early payments associated with the use of the tax bill collection method. These are otherwise rather inescapable surcharges faced by any city beyond the basic premise of any special assessment.

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 27, 2019

3. REQUESTED MOTION/ACTION:

Approve the award of the construction contract for the Thomas Dr. & Beach Dr. Utilities Improvements - Phase 1 to Gulf Coast Utility Contractors, LLC.

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)

Bay County has solicited design-build proposals for storm sewer improvements and repaving of Thomas Drive. In preparation for this work, the County has asked the City to relocate some of its existing utilities in conflict with their storm sewer system and make improvements to the existing City piping to minimize the need to disturb the repaved roadway in the future. This is also an opportunity for the City to install some additional piping interconnections and replace portions of existing marginal utilities using lower cost installation methods prior to the County will be repaving the roadway. In order to balance the benefit and cost of some of the interconnections/replacement, bid documents were prepared with alternate bids for 11 potential improvements.

A solicitation for construction bids was publicly advertised and three bidders responded. Late in the bid process, the County asked the City to consider grout filling any abandoned pipes and there was inadequate time to include provisions in the bid documents. Pricing for this work is being solicited and provisions will be needed in the overall construction budget. Staff has reviewed the bids, and recommends awarding the work to the low bidder, Gulf Coast Utility Contractors, LLC with a Base Bid of \$1,593,060.00. This low bid is within budget and after a review of the results, City staff further recommends award of the Base Bid including Alternate Bids 1-3 & 5-11 in the amount of \$1,888,510.00 plus an contingency allowance of \$150,000.00 for unforeseen issues and addressing the County requested grout filling of the abandoned pipes or a total amount of \$2,038,510.00. A copy of the bid tabulation and proposed agreement are attached for your review.

WHY - To allow the City Manager to enter into a construction contract with Gulf Coast Utility Contractors, LLC.

WHAT - To allow construction of the proposed utilities improvements to reduce the potential for future repairs and provide other utilities upgrades for enhanced levels of service in the area.

BID TABULATION
THOMAS DRIVE & BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1
CITY OF PANAMA CITY BEACH
BAY COUNTY, FLORIDA

DEWBERRY PROJECT No. 50099793

COMPANY NAME	BID BOND ('Y'/'N')	TOTAL BASE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID	ADD ALTERNATE BID
			No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10	No. 11
GCUC CONTRACTING SOUTH PORT, FL	Y	\$1,593,060.00	\$37,726.00	\$37,726.00	\$25,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00
NORTH FLORIDA CONSTRUCTION CLARKSVILLE, FL	Y	\$2,311,010.00	\$90,000.00	\$85,000.00	\$80,000.00	\$90,000.00	\$70,000.00	\$73,000.00	\$80,000.00	\$75,000.00	\$73,000.00	\$75,000.00	\$67,000.00
ROYAL AMERICAN CONSTRUCTION PANAMA CITY, FL	Y	\$1,900,432.00	\$44,355.00	\$64,889.00	\$19,223.00	\$105,380.00	\$24,351.00	\$21,150.00	\$19,043.00	\$13,461.00	\$14,424.00	\$18,029.00	\$17,997.00

WE THE UNDERSIGNED, DEWBERRY ENGINEERS INC. HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS FOR PROJECT THOMAS DRIVE & BEACH DRIVE UTILITIES IMPROVEMENTS PHASE 1 RECEIVED BY THE CITY OF PANAMA CITY BEACH AT 2:00 P.M. ON THE 19TH DAY OF JUNE 2019.



 JOSE A. PEREIRA, PE FL PE No. 8280
 DEWBERRY ENGINEERS INC.
 PANAMA CITY, FLORIDA
 PROFESSIONAL ENGINEER

CONSENT
 AGENDA ITEM # 1

RESOLUTION 19-97

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC RELATED TO THE THOMAS DRIVE AND BEACH DRIVE UTILITIES IMPROVEMENTS – PHASE I, IN THE TOTAL AMOUNT OF 2,038,510.

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 Gulf Coast Utility Contractors, LLC, relating to improvements to City-owned water and sewer utilities along Thomas Drive from Bonita Street to Silver Street as more fully set forth in the body of the Agreement, in the total amount of Two Million, Thirty-Eight Thousand, Five Hundred and Ten Dollars (\$2,038,510.00), in substantially the form attached as Exhibit "A" and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, 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

SECTION 00050

AGREEMENT (**Revised by Addendum 1**)

THIS AGREEMENT is made this _____ day of _____, 2019 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GULF COAST UTILITY CONTRACTORS, LLC, doing business as a corporation, having a business address of 13938 Highway 77, Southport, FL 32409-8170 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **Thomas Dr & Beach Dr Utilities Improvements – PHASE 1** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

EXHIBIT "A"

CONSENT
AGENDA ITEM # 1

THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

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 thirty (30) days from the date of this Agreement and will **achieve Substantial Completion of the Work within sixty (60) calendar days from NTP and one hundred thirty five (135) calendar days from the NTP of the required commencement date for Phases 1A and 1B respectively**, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 1,888,510.00 (Base Bid \$1,593,060.00 plus Alternate Bids 1,2,3 & 5 through 11) 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

CONSENT
AGENDA ITEM # 1

THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00808	SALES TAX EXEMPTION

DRAWINGS prepared by Dewberry, numbered 1 through D7 and
dated May 13, 2019

SPECIFICATIONS prepared or issued by Dewberry dated
May 13, 2019.

ADDENDA

No. 1, dated May 5, 2019

No. 2, dated June 11, 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".

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.

CONSENT
AGENDA ITEM # 1

THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

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:

Gulf Coast Utility Contractors, LLC

13938 Highway 77

Southport, FL 32409-8170
ATTENTION: _____
Mike Swearington, President
Fax No.: _____
(850) 265-9949

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 Jose A. Pereira P.E., Sr. Associate, Dewberry.

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 as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this

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

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

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

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

lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

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

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

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

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

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General,

THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$4,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

CONSENT
AGENDA ITEM # 1

THOMAS DR & BEACH DR UTILITIES IMPROVEMENTS PHASE 1
DEWBERRY PROJECT NO. 50099793

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

BY:

City Clerk

NAME: _____

(Please type)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME _____

(Please Type)

NAME: _____

(Please Type)

ADDRESS: _____

END OF SECTION 00050

CONSENT
AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
JUNE 27, 2019

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 19-98 to close portions of roads in Pier Park on Thursday, July 4, 2019 for the Event.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The Star Spangled Spectacular event will be held on Thursday, July 4, 2019. This holiday event will draw crowds to Pier Park throughout the day as it culminates in the largest fireworks display on the Gulf Coast.

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

Staff recommends approval.

RESOLUTION NO. 19-98

**A RESOLUTION OF THE CITY OF PANAMA CITY
BEACH, FLORIDA AUTHORIZING TEMPORARY
CLOSURES OF A PORTION OF PIER PARK
DRIVE ON JULY 4, 2019, FOR THE "STAR
SPANGLED SPECTACULAR" EVENT.**

WHEREAS, the "Star Spangled Spectacular" (the "Event") is being held at Pier Park on Thursday, July 4, 2019.

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

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

1. Pier Park Drive from LC Hilton Drive to Front Beach Road shall be closed to vehicular traffic for the Event during the hours of 12:01 A.M. on July 4, 2019 until 12:01 A.M. on July 5, 2018.
2. During the hours of 12:01 A.M. on July 4, 2018 until 12:01 A.M. on July 5, 2019 all vehicular traffic shall be rerouted or otherwise controlled per the attached map which accompanies this Resolution to accommodate the Event.
3. This Resolution shall take effect immediately upon its passage.

PASSED in regular session this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/CRA

2. MEETING DATE:
JUNE 27, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 19-99 TO INITIATE PROCESS TO IMPLEMENT AND COLLECT A ROW ASSESSMENT BEGINNING IN FY19-20.

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 MARCH 14, 2019, THE COUNCIL DIRECTED STAFF TO MOVE FORWARD WITH A CRA ASSESSMENT. STAFF HAS SINCE REACHED OUT TO OWEN BEITSCH, MARK LAWSON AND CANDY AUGUSTINE TO HELP DEVELOP AN ASSESSMENT APPROACH. ALL THREE WERE INVOLVED IN THE DEVELOPMENT OF THE FRONT BEACH CRA, AND ARE SPECIFICALLY WELL ACQUAINTED WITH ITS PURPOSES AND RESPONSIBILITIES, AND WITH THE DEVELOPMENT OF NON AD-VALOREM ASSESSMENT PROGRAMS GENERALLY.

DR. BEITSCH HAS PREPARED A PRELIMINARY REPORT SUMMARIZING THE TEAM'S RECOMMENDED APPROACH, SHOULD THE COUNCIL DETERMINE TO MOVE FORWARD WITH AN ASSESSMENT PROGRAM. IF THE COUNCIL APPROVES THE RESOLUTION TODAY, STAFF WILL BEGIN PREPARING THE NOTICES, RESOLUTIONS AND ORDINANCE REQUIRED TO IMPLEMENT THE PROGRAM, WHICH WILL BE PRESENTED TO YOU OVER THE COMING MONTHS. IF THE RESOLUTION IS APPROVED, IT WILL FORMALLY INITIATE THE PROCESS. IF THE RESOLUTION FAILS, IT WILL CONCLUDE STAFF'S PRESENT EFFORTS.

STAFF RECOMMENDS APPROVAL. AS THE CRA ACCELERATES ITS ROW IMPROVEMENT IN THE SHORT TERM, IT ALSO ACCELERATES ITS LONG TERM MAINTENANCE OBLIGATIONS. THIS ASSESSMENT WILL ALLOW THE CITY TO FULFILL THOSE MAINTENANCE OBLIGATIONS WITHOUT DIVERTING TIF FUNDS IN THE SHORT TERM, OR OVERLY PRESSURING THE CITY'S GENERAL FUND WHEN THE TIF REVENUES CEASE.

RESOLUTION NO. 19 - 99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, DIRECTING AND AUTHORIZING INITIATION OF THE PROCESS NECESSARY FOR CITY COUNCIL CONSIDERATION OF THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS BEGINNING WITH THE NEXT FISCAL YEAR TO ANNUALLY DEFRAY FUNDING, IN PART, FOR MAINTENANCE, OPERATION AND ADMINISTRATION COSTS WITHIN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA; TAKING AND DIRECTING ACTIONS SPECIFICALLY ANTICIPATED AND PROVIDED FOR BY THE REDEVELOPMENT PLAN AS BOTH PRIMARY AND COMMUNITY OBJECTIVES; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Municipal Charter of the City (the "Charter"), sections 166.021 and 166.041, Chapter 163, Part III Florida Statutes, the Front Beach Road Community Redevelopment Plan (the "Plan") and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) As a follow up to the March 14, 2019, City Council direction and authorization, the City Manager and staff have consulted with GAI Consultants, Inc. (in particular, Dr. Owen M. Beitsch), Mark G. Lawson, P.A. and Ennead, LLC (collectively, the "Assessment Professionals"), each of whom played a fundamentally supportive role in the original creation, adoption and validation of the Plan well over 15 years ago. The Assessment Professionals have reviewed the circumstances and history associated with the Front Beach Road Community Redevelopment Plan, the final judgment approving and confirming this transformative project, the commitments and obligations of the City and its redevelopment agency, and developed an approach and means to further accomplish the obligations and requirements of the Plan and Act.

(B) In furtherance of the City Council's March 14, 2019, direction, Dr. Beitsch has prepared a preliminary executive summary, developed over several weeks in concert with the Assessment Professionals and City staff. The approach summarized

shares some administrative costs per parcel, and describes a multi-faceted apportionment approach designed to reasonably share a portion of operations and maintenance costs among all properties, and is fairly designed to proportionately charge larger more favorably impacted properties more than smaller less favorably impacted properties based on weighted relative attributes of improved square footage, overall improvements, and, to a much lesser degree, land value -- all as reasoned proxies to fairly address sharing the costs this community's redevelopment initiative. The approach is smartly repeatable and self-correcting annually using available data.

(C) This action has been anticipated since 2001 with the inception of this very successful community redevelopment project associated with Front Beach Road and its surrounds; and, the redevelopment area was in fact created and approved by the local court using factors associated with adjacency and likely benefits from the Redevelopment Plan's objectives. Also, the City's financial advisors have independently studied and recommended that this action is necessary to accomplish prudent fiscal stewardship over the next decades so that more increment funds are available to be used for capital before they run out, and so the City does not make a long-term error in over-reliance upon the community redevelopment tax increment revenue source that is not permanent.

(D) The City Council recognizes the need to timely act to initiate the process necessary for consideration of the imposition and collection of such assessments, apportioned substantially in accord with the method set forth in the preliminary executive summary, in order to generate assessment revenue to begin to more diversely fund a portion of these administrative, operation and maintenance costs starting in Fiscal Year 2019-20.

SECTION 3. DIRECTION.

(A) The Mayor, City Manager or his functional administrative equivalent or designee, CRA Director, City Attorney and other necessary City officials and employees along with the Assessment Professionals are directed and authorized to undertake the actions contemplated to promptly and more fully develop tax parcel specific information, the documents and schedule to implement and incorporate same in the upcoming FY 2019-20 budget process to fund a portion of operations, maintenance related budget in Fiscal Year 2019-20.

(B) The City Manager, CRA Director, City Attorney and City staff are hereby authorized to assist in such undertaking and to provide such information and assistance as may be necessary in order for the City Council at a later date this summer to promptly consider and determine to fund, implement and collect, if the City Council

then so determines after a public hearing, a net amount of approximately \$480,000 through the imposition of such assessments for operations, maintenance and redevelopment area administration costs associated with the community's Front Beach Road redevelopment initiative apportioned and refined in substantially in the manner set forth in the preliminary executive summary, together with an amount of \$5 per tax parcel to defray associated development, advertising, implementation and similar City costs.

(C) As implementation proceeds, the City Manager and City staff are directed and authorized to prepare and present to the City Council necessary budget amendments to accomplish the development and use of such revenues. If necessary or reasonable such costs may be amortized over a period of years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ___ day of June 2019.

CITY OF PANAMA CITY BEACH, FLORIDA

By: _____
Mike Thomas, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY COUNCIL

2. MEETING DATE:
JUNE 27, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 19-100 SCHEDULING SPECIAL MEETINGS CONSIDERING THE REGULAR BUSINESS OF THE CITY AT 5:00 PM ON JULY 11 AND AUGUST 8, 2019

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
THE CITY COUNCIL CONDUCTS ITS REGULAR MEETINGS ON THE SECOND AND FOURTH THURSDAYS OF EACH MONTH AT 6:00 PM AND 9:00 AM, RESPECTIVELY, DURING WHICH IT CONSIDERS ALL BUSINESS OF THE CITY PROPERLY BROUGHT BEFORE IT.

EACH THURSDAY EVENING THROUGHOUT THE SUMMER, THE CITY HOSTS ITS FREE SUMMER CONCERT SERIES AT AARON BESSANT PARK. THE CITY COUNCIL'S EVENING MEETINGS CONFLICT WITH THE SUMMER CONCERT SERIES AND PREVENT CITY STAFF AND COUNCIL MEMBERS FROM ATTENDING THIS POPULAR COMMUNITY EVENT.

DURING ITS JUNE 13, 2019 MEETING, THE CITY COUNCIL DIRECTED STAFF TO RESOLVE THE CONFLICT BETWEEN CITY EVENTS BY SCHEDULING 5:00 PM SPECIAL MEETINGS AT WHICH IT COULD CONSIDER THE REGULAR BUSINESS OF THE CITY NORMALLY RESERVED FOR ITS 6:00 PM JULY 11 AND AUGUST 8 MEETINGS.

RESOLUTION 19-100 ACCOMPLISHES THAT DIRECTION. STAFF RECOMMENDS APPROVAL.

RESOLUTION NO. 19-100

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, SCHEDULING SPECIAL MEETINGS FOR
CONSIDERATION OF ITS REGULAR BUSINESS AT 5:00
P.M. ON JULY 11 AND AUGUST 8, 2019 AND PROVIDING
AN IMMEDIATELY EFFECTIVE DATE.**

WHEREAS, Section 2-7 of the City Charter prescribes that the City Council shall meet regularly twice a month at such times and places as directed by the City Council, and further provides that special meetings may be called by the Mayor or any three Councilpersons upon no less than 24 hours notice; and

WHEREAS, Section 2-16 of the City's Code of Ordinances generally provides that the regular meetings of the City Council shall be held on the second Thursday of each month at 6:00 PM and the fourth Thursday of each month beginning at 9:00 am;

WHEREAS, from June through August, the City Council's regular meetings on the second Thursday conflict with the City's Summer Concert Series held on Thursdays, June 6 through August 22, at Aaron Bessant Park; and

WHEREAS, to highlight this popular City event and enable all to attend, the Council desires to hold special meetings beginning at 5:00 p.m. on the second Thursdays in July and August to hear and consider City business that might otherwise be presented at the regular meetings.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that it shall hold special meetings at 5:00 p.m. on July 11, 2019, and August 8, 2019, to consider any business of the City properly brought before it.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH, FLORIDA

By _____

ATTEST:

CITY CLERK

AGENDA ITEM # 2

Resolution 19-100

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY MANAGER

2. MEETING DATE:
JUNE 27, 2019

3. REQUESTED MOTION/ACTION:

RATIFY THE CITY MANAGER'S EXECUTION OF AN AGREEMENT WITH WILLIAM G. GAGER FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 156 ESCANABA AVENUE AND APPROVE A BUDGET AMENDMENT FOR THE PURCHASE PRICE

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 SEVERAL OCCASSIONS, THE CITY COUNCIL HAS EXPRESSED AN INTEREST IN PURCHASING PROPERTY WHICH WOULD PRESERVE A CUSTOMARY ACCESS TO FRANK BROWN PARK FROM ESCANABA AVENUE.

ON JUNE 13, 2019, THE CITY COUNCIL AUTHORIZED STAFF TO TAKE ALL ACTIONS NECESSARY TO ACQUIRE A VACANT PARCEL ON ESCANABA AVENUE WHICH WOULD PROVIDE ACCESS TO FRANK BROWN PARK IN AN AMOUNT NOT TO EXCEED \$114,000.

ON JUNE 20, 2019, STAFF SECURED, AND THE CITY MANAGER EXECUTED A VACANT LAND CONTRACT BETWEEN THE CITY AND WILLIAM G. GAGER FOR THE PURCHASE OF 156 ESCANABA AVENUE IN THE AMOUNT OF \$114,000.

ALTHOUGH PREVIOUSLY AUTHORIZED BY THE CITY COUNCIL, RESOLUTION 19-101 RATIFIES THE CITY MANAGER'S EXECUTION OF THE VACANT LAND CONTRACT AND APPROVES A BUDGET AMENDMENT (#41) TO FUND THE PURCHASE.

STAFF RECOMMENDS APPROVAL.

RESOLUTION 19-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH WILLIAM G. GAGER FOR THE PURCHASE OF LAND LOCATED AT 156 ESCANABA AVENUE IN THE AMOUNT OF \$114,000; AUTHORIZING A BUDGET AMENDMENT FOR SUCH PURPOSE.

WHEREAS, during its June 13, 2019, the City Council authorized the staff to take all necessary steps to purchase real property located at 156 Escanaba Avenue for the sum not to exceed \$114,000; and

WHEREAS, On June 20 2019, the City Manager executed, a Vacant Land Contract with William G. Gager under the same terms as previously authorized by the Council; and

WHEREAS, the City Council desires to amend the budget to fund the purchase and to approve and ratify the purchase Agreement.

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

1. That certain Agreement between the City and William G. Gager, relating to the purchase of land at 156 Escanaba Avenue, in the basic amount of One Hundred Fourteen Thousand Dollars (\$114,000.00), as set forth in the Agreement attached as Exhibit A and presented to the Council today, is hereby approved and the City Manager's execution of such agreement is hereby ratified.
2. The following budget amendment (#41) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the

City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Vacant Land Contract

1. **Sale and Purchase:** William G. Gager ("Seller")
 and The City of Panama City Beach, Florida, a municipal corporation ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: 156 Escanaba Ave.
 Legal Description: _____
Lot 53, Block F, Gulf Highlands, according to plat on file in Plat Book 8, Page 79, of the Public Records of Bay
County, Florida

 SEC ___/TWP ___/ RNG ___ of _____ County, Florida. Real Property ID No.: 32952-040-000
 including all improvements existing on the Property and the following additional property: _____
2. **Purchase Price:** (U.S. currency).....\$ 114,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: Mason Title
 Escrow Agent's Contact Person: Terri Keifer
 Escrow Agent's Address: _____
 Escrow Agent's Phone: 850-588-0218
 Escrow Agent's Email: _____
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within _____ days (3 days if left blank)
 after Effective Date\$ 10,000.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within _____ days (10 days if left blank) after Effective Date
 within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
- (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
- (d) Other:\$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds\$ 104,000.00
- (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is lot acre square foot other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before June 21, 2019, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.
4. **Closing Date:** This transaction will close on July 19, 2019 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

EXHIBIT "A"

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

Buyer WAB () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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- 108* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
114 then (1) above will be the title evidence.
- 115* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
118* **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.
- 130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.
- 133 (a) **Inspections: (Check (1) or (2))**
- 134* (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
155 all reports and other work generated as a result of the Inspections.
- 156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.
- 161* (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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

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

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

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

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

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

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

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

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

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

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220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing.

223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
232 this contract.**

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and Buyer's deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
250 this contract, regarding any contingency will render that contingency null and void, and this contract will
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if
253 delivered to or received by that party.**

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker
256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of Seller, Buyer, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.

268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also
271 be liable for the full amount of the brokerage fee.

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

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

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

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

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

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

321* (a) Coldwell Banker (Seller's Broker)
 322* will be compensated by Seller Buyer both parties pursuant to a listing agreement other
 323* (specify): _____

324* (b) Counts Real Estate Group (Buyer's Broker)
 325* will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
 326* compensation other (specify): _____

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

343 **COUNTER-OFFER/REJECTION**

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

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.** *The City of Panama City Beach, Florida, a municipal corporation*

349• **Buyer:** _____ **Date:** _____

350• **Print name:** Mario Gisbert, City Manager

351• **Buyer:** _____ **Date:** _____

352• **Print name:** Mary Jan Bossert, City Clerk

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

354• **Address:** 104 S. Arnold Road, Panama City Beach, FL

355• **Phone:** (850) 233-5100 **Fax:** _____ **Email:** _____

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

357• **Print name:** William G. Gager

358• **Seller:** *William G. Gager* **Date:** 6/25/2019

359• **Print name:** _____

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

361• **Address:** 4213 Jan Cooley Rd., Panama City Beach, FL 32408

362• **Phone:** _____ **Fax:** _____ **Email:** _____

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

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



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

No. BA # 41

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.61-10	Land	0.00	115,000.00	115,000.00
FROM	001-8100-999.96-00	Available for Reserves	3,382,609.00	(115,000.00)	3,267,609.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	3,382,609.00	0.00	3,382,609.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To amend the budget to purchase land at Escanaba for access easement to Frank Brown Park

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE
 _____ FINANCE DIRECTOR _____ DATE

EXHIBIT "B"

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
JUNE 27, 2019

3. REQUESTED MOTION/ACTION:
HOLD PUBLIC HEARING TO CONSIDER FIRST READING OF ORDINANCE 1492 REPEALING THE CITY'S REGULATIONS OF MEDICAL MARIJUANA DISPENSARY FACILITIES

4. AGENDA	
PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input checked="" type="checkbox"/>
CONSENT	<input type="checkbox"/>
REGULAR	<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)
On May 25, 2017, the City adopted Ordinance 1413, which regulated the establishment and operation of Cannabis Dispensing Facilities in the City. On June 23, 2017, the Florida Legislature adopted legislation preempting municipal regulation of medical marijuana treatment facilities, such that the City's ordinance was rendered unenforceable. Though Section 381.986, Florida Statutes, permits a local government to ban medical marijuana treatment facilities from its jurisdiction, the City Council has previously determined that a total ban on these facilities is contrary to the desire of the majority of electors who voted to legalize medical marijuana in Florida in 2016. If the City repeals prior Ordinance 1413, medical marijuana treatment facilities may be established in the City limits in accordance with the requirements set forth in Section 381.986, Florida Statutes.

The Planning Board considered the Ordinance at their June 12, 2019, meeting and recommended approval.

Because the effect of the Ordinance is to delete Cannabis Dispensing Facilities from the list of conditional uses set forth in the LDC, 2 public hearings are required prior to adoption of the Ordinance. Staff has properly advertised a public hearing for the first reading of the ordinance. If Council approves the Ordinance, staff will notice the second public hearing and bring the ordinance back to the Council for its second reading and adoption.

ORDINANCE NO. 1492

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REPEALING CITY ORDINANCE 1413 RELATED TO THE REGULATION OF CANNABIS DISPENSING FACILITIES; AUTHORIZING CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on May 25, 2017, the City adopted Ordinance 1413, which regulated the establishment and operation of Cannabis Dispensing Facilities in the City; and

WHEREAS, in June 23, 2017, the Florida Legislature adopted legislation preempting municipal regulation of medical marijuana treatment facilities, such that the City's ordinance was rendered unenforceable; and

WHEREAS, though Section 381.986, Florida Statutes, permits a local government to ban medical marijuana treatment facilities from its jurisdiction, the City finds and determines that a total ban on these facilities is contrary to the desire of the majority of electors who voted to legalize medical marijuana in our State in 2016; and

WHEREAS, the City finds and determines that, as a result of its repeal of City Ordinance 1413, medical marijuana treatment facilities may be established in the City limits in accordance with the requirements set forth in Section 381.986, Florida Statutes.

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

SECTION 1. From and after the effective date of this ordinance, Ordinance 1413 of the City of Panama City Beach related to Cannabis Dispensing Facilities is hereby repealed in its entirety.

SECTION 2. The appropriate officers and agents of the City are authorized

and directed to codify, edit and publish in electronic format the Panama City Beach Land Development Code to execute the intent and provisions of this Ordinance, 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 3. This Ordinance shall take effect immediately upon passage.

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

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2019.

MAYOR

Published in the News Herald on the 20th day of June, 2019 and on the ____ day of _____, 2019.

Posted on pcbgov.com on the ____ day of _____, 2019.