

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: OCTOBER 10, 2019

MEETING TIME: 6:00 P.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 COUNCIL MEETING – SEPTEMBER 12, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – COUNCILMAN MCCONNELL
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 HURRICANE MICHAEL 1 YEAR ANNIVERSARY PROCLAMATION AND PRESENTATION
- VIII. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 20-01, SHADDAI SHRINERS PARADE ROAD USAGE. “A Resolution of the City of Panama City Beach, Florida, authorizing careful traffic control and extraordinary usage of a portion of Front Beach Road (U.S. 98) to permit the Shaddai Shrine Temple Fall Ceremonial Parade on the morning of Saturday, October 12, 2019; and providing an immediately effective date.”*
 - 2 *RESOLUTION 20-02, ROAD CLOSURE J.R. ARNOLD HIGH SCHOOL HOMECOMING PARADE. “A Resolution of the City of Panama City Beach, Florida, authorizing the temporary closure of certain sections of North Alf Coleman Road, Market Street, and North Richard Jackson Boulevard to permit the J.R. Arnold High School Homecoming Parade on Friday, October 11, 2019.”*
 - 3 *RESOLUTION 20-03, AUTHORIZING JOINT MEETING WITH BAY COUNTY BOARD OF COUNTY COMMISSIONERS. “A Resolution of the City of Panama City Beach, Florida, authorizing the City Council to participate in a joint meeting with the Bay County Board of Commissioners to discuss matters of mutual interest related to the redevelopment of the Front Beach Road Corridor.”*
 - 4 *RESOLUTION 20-09, LETTER OF SUPPORT – FDOT SAFE ROUTES TO SCHOOL GRANT APPLICATION. “A Resolution of the City of Panama City Beach, Florida, indicating its support of the City’s pursuit of a “Safe Routes To School” Grant; authorizing the City Manager to provide a letter of support and any other documents necessary to satisfy the requirements of the application for the grant; and providing an immediately effective date.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION
NO. OFFICIAL ITEM

- 1 DW RESOLUTION 20-04, AGGRESSIVE DRIVING GRANT, BUDGET AMENDMENT #1.
- 2 MG RESOLUTION 20-05, PURCHASE OF REAL PROPERTY FROM GULF POWER FOR BAY PARKWAY PHASE II.
- 3 KJ PLAT APPROVAL MIDDLE BEACH ROAD, PUBLIC HEARING.
- 4 MG RESOLUTION 20-10, CITY MANAGER RECRUITMENT EXPENSES, BUDGET AMENDMENT #2.

XI. DELEGATE AND STAFF REPORTS

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

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

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

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

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


 City Clerk 10.7.19
 Date


 City Clerk 10.7.19
 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: 10/07/19 4 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 September 12, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

MARY JAN BOSSERT

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6:00 p.m. with Councilman Casto, Councilman Chester, Councilman McConnell, the City Manager, City Clerk, and City Attorney present.

Mayor Thomas gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events. He asked everyone to keep Councilman Solis and his family in their prayers.

The Minutes of the Budget Workshop of August 8, 2019, and the Special Meeting Beach Safety Workshop of August 13, 2019 were read.

Councilman Chester made the motion to approve the Minutes as written. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto requested to add a discussion on the Glades and a lifeguard update to the agenda.

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

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Zayden Merry and presented her with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club Representative, spoke of Zayden's contributions to the Club. The audience responded with applause.

2 "CONSTITUTION WEEK PROCLAMATION" PRESENTATION. Mayor Thomas explained the St. Andrew Bay Daughters of the American Revolution could not attend the meeting but will be picking up this Proclamation later.

3 "DIAPER NEED AWARENESS WEEK PROCLAMATION" PRESENTATION. Councilman Chester presented ladies of the Junior League of Panama City, Inc. with the diapers and a Proclamation designating September 23 – 29, 2019 as "Diaper Need Awareness Week".

4 DOLLY RUMP – RECREATIONAL ACTIVITIES FOR SPECIAL NEEDS PRESENTATION. Ms. Rump explained her son has down syndrome and since Hurricane Michael, there has been a decrease in activities for children with disabilities. She asked that the City add more programs like the Miracle League that stimulates the children mentally and physically.

5 EMPLOYEE MILESTONE PRESENTATION. Mayor Thomas recognized Mel Leonard for his 20 years with the City and presented him with a Key to the City as recognition for his long service. 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 6:16 p.m. and invited comments. There were none. He closed the Public Comments at 6:16 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Item by title.

1 RESOLUTION 19-121, INFRASTRUCTURE SOLUTIONS TASK ORDER FOR THE WASTEWATER TREATMENT FACILITY. *“A Resolution of the City of Panama City Beach, Florida, approving a Task Order 2019-01 to the Master Services Agreement with Infrastructure Solutions Services, LLC, related to the design of Wastewater Treatment Plant #2 and new underground utility facilities, in the amount of \$830,735.”*

2 RESOLUTION 19-122, RATIFYING KEYSTONE EXPANDED SCOPE OF SERVICES. *“A Resolution of the City of Panama City Beach, Florida, ratifying, confirming and approving that certain agreement between the City and Keystone Field Services, Inc. related to the preparation of appraisal price estimates for Front Beach Road Segment 3 and related right of way acquisition services.”*

3 RESOLUTION 19-124, BAEZINGER AGREEMENT FOR CITY MANAGER CANDIDATE SEARCH. *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Colin Baenziger and Associates relating to the candidate search for a new City Manager in the amount of \$21,000.”*

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

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

REGULAR AGENDA

ITEM 1 ORDINANCE 1496, PROHIBITING ILLICIT DISCHARGES INTO CITY MS4, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1496 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 6:18 p.m. and invited comments, there were none. With nothing further, the Mayor closed the Public Hearing at 6:18 p.m. **Councilman McConnell made the motion to approve Ordinance 1496. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 2 ORDINANCE 1497, PERSONAL FLOTATION DEVICES, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1497 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 6:19 p.m. and invited comments, there were none. With nothing further, the Mayor closed the Public Hearing at 6:19 p.m. **Councilman Casto made the motion to approve Ordinance 1497. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

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

ITEM 3 ORDINANCE 1495, ANNUAL RATE ORDINANCE FOR SEWER AND RECLAIMED WATER, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1495 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 6:20 p.m. and invited comments.

1 Frank Sewell, 435 Hidden Island Drive – Mr. Sewell explained he lives in unincorporated Bay County, he explained he pays 25% more for the services than those who live inside of the City limits. He asked that the rate increase to non-residents be off-set by the 25% increase.

With nothing further, the Mayor closed the Public Hearing at 6:21 p.m.

Councilman Casto made the motion to approve Ordinance 1495. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEMS 4-9 PUBLIC HEARINGS.

Mayor Thomas explained items 4 – 9 are similar items and are all related to assessments and would, thus, be heard together in a combined public hearing. He called special counsel to the City, Mr. Mark Lawson, to the podium. Mr. Mark Lawson explained the special assessment items before the Council. He explained the differences between ad valorem taxes and non-ad valorem assessments. Mr. Lawson clarified that special assessment is not based upon the value of properties but is based upon the fact that these charges are made because the property has a special benefit attributed to it from the expenditure or it creates a demand that needs to be addressed by an expenditure. He explained the purpose of the four types of assessments. The assessments will be for the Front Beach Road CRA Assessment; the Stormwater Assessment; the Fire Assessment; and the Annual Nuisance Abatement Assessment. He explained the notice of intent and commented the law requires the public hearings to be made and proof of publication given. Mr. Lawson explained a stenographer was present for recording these sections. Discussion ensued.

ITEM 4 ORDINANCE 1498, COMMUNITY REDEVELOPMENT AGENCY ASSESSMENTS, 2ND READING, PUBLIC HEARING, AND ADOPTION. Ms. Myers read Ordinance 1498 by title. The Mayor asked if there were any questions by the Council Members; there were none. He opened the Public Hearing at 6:32 p.m.

1 Paula Henry, 514 Evergreen Street – Ms. Henry commented she receives no benefit from the CRA assessment but will be charged \$50 a year. She requested the charges should be based on property value.

With nothing further, the Mayor closed the Public Hearing at 6:35 p.m.

Mr. Lawson explained every property related to the CRA area has been asked to pay a per parcel charge. Mr. Lawson explained the methodology for determining the assessment prepared by Dr. Owen Beitsch and the categories and weight given to each category. The first category is the heated and cooled area of the property; the second category is the improvement value cost; the third category is the land value of the property.

Ms. Myers stated she received one email of someone objecting to any new assessments. Mr. Lawson requested it to be stated in the record that 33 people were in attendance for the public hearings.

Councilman McConnell made the motion to approve Ordinance 1498. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis	Absent
Councilman Casto	Aye

Councilman Chester	Aye
Councilman McConnell	Aye
Mayor Thomas	Aye

ITEM 5 RESOLUTION 19-133, ESTABLISHING FRONT BEACH ROAD CRA ASSESSMENT PROGRAM FOR FY 2019-2020, PUBLIC HEARING. Ms. Myers read Resolution 19-133 by title. Mr. Lawson commented for the record, they will prepare a notice and bill and bring it back to the next meeting. There were no further comments. Councilman Casto made the motion to approve Resolution 19-133. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 6 RESOLUTION 19-127, ANNUAL STORMWATER ASSESSMENT FOR FY 2019-2020, PUBLIC HEARING. Ms. Myers read Resolution 19-127 by title. There were no comments. Councilman McConnell made the motion to approve Resolution 19-127. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 7 RESOLUTION 19-129, ANNUAL FIRE ASSESSMENT FOR FY 2019-2020, PUBLIC HEARING. Ms. Myers read Resolution 19-129 by title. There were no comments. Councilman McConnell made the motion to approve Resolution 19-129. Second was made by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 8 RESOLUTION 19-128, ANNUAL NUISANCE ABATEMENT ASSESSMENT FOR FY 2019-2020, PUBLIC HEARING. Ms. Myers read Resolution 19-128 by title. There were no comments. Councilman Chester made the motion to approve Resolution 19-128. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 9 RESOLUTION 19-135, NOTICE OF INTENT TO USE UNIFORM METHOD TO COLLECT FRONT BEACH ROAD CRA ASSESSMENT BEGINNING IN 2020-2021, PUBLIC HEARING. Ms. Myers read Resolution 19-135 by title. There were no comments. Councilman Casto made the motion to approve Resolution 19-135. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 10 RESOLUTION 19-117, SALE OF 10591 PARKHILL CIRCLE. Ms. Myers read Resolution 19-117 by title. Councilman Casto asked why this sale of land was not advertised for bid. Mr. Gisbert commented it was not part of the CRA, therefore advertisement is not required. Ms. Myers stated the buyer offered to purchase at the City's appraised price. Councilman Casto stated others should have the opportunity to buy the property and requested advertising be put in the policy for future surplus property and that this sale be postponed allowing competitive bids. Councilman Chester agreed that surplus property should be advertised for sale in the future.

Councilman McConnell made the motion to approve Resolution 19-117. Second was made by Councilman Chester and the motion passed by majority roll call vote recorded as follows:

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

ITEM 11 RESOLUTION 19-134, APPROVING ISSUANCE OF NOTE USING FRONT BEACH ROAD CRA ASSESSMENT REVENUES. Ms. Myers read Resolution 19-134 by title. Mr. Lawson gave a brief overview of the capital improvement purchase of the street sweeper.

Councilman McConnell made the motion to approve Resolution 19-134. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 12 RESOLUTION 19-137, AMENDING CRA BUDGET FOR FY 2018-2019 AND ESTABLISHING CRA BUDGET FOR FY 2019-2020. Ms. Myers read Resolution 19-137 by title. There were no comments.

Councilman Chester made the motion to approve Resolution 19-137. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 13 RESOLUTION 19-138, AMENDING CITY BUDGET FOR FY 2018-2019. Ms. Myers read Resolution 19-138 by title. There were no comments.

Councilman Casto made the motion to approve Resolution 19-138. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 14 RESOLUTION 19-139, ADOPTING CITY BUDGET FOR FY 2019-2020. Ms. Myers read Resolution 19-139 by title. There were no comments.

Councilman McConnell made the motion to approve Resolution 19-139. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

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

ITEM 15 GLADES BUFFER DISCUSSION. Councilman Casto explained he spoken with the City's special counsel on this matter, Mr. Gary Hunter. He explained that Mr. Hunter advised against increasing the buffer, but recommended staff review the eventual permit application and plans to maximize the buffer as much as possible. He called Mel Leonard to the podium. Mr. Leonard commented given the circumstances, the safest thing the City can do is once the application is submitted, is to work with the developer and preserve as much landscaping as possible that is already there and look at the buffers and where the stormwater can go.

ITEM 16 LIFEGUARD DISCUSSION. Councilman Casto explained the Fire Department is taking over the lifeguard duties from the Police Department. At the last meeting, the Council directed Chief Couch to investigate costs associated with entering a private-public partnership. Chief Couch reviewed his recent fact-finding mission to St. Johns County and reviewed their program. He commented he based his cost projections on South Walton Fire and Rescue District's program. He explained the South Walton contract that has two people and a 2-year contract. For the first year the cost is \$120,000 and the next year will be \$60,000. The employees will be seasonal which is a six-month contract. He commented the City needs to get this program off the ground before contracting out.

Returning to the discussion of the Glades, Mayor Thomas explained to Councilman Casto that he felt the City had reached a conclusion as to its legal rights months ago and wanted to stop spending money on attorneys. Councilman McConnell explained they all received the same email from the president of the HOA at the Glades detailing out the conversations from the developer and seller. The HOA has been involved in the processes and he encouraged the Glades to work through their HOA to keep that going because the City cannot help from a legal perspective. Mayor Thomas commented City staff has been instructed to do whatever they can do to make the community comfortable in the subdivision, legally there is nothing the City can do. Discussion ensued.

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 7:09 p.m.

1 Bill Caravello, 407 Dolphin Street. Mr. Caravello spoke of pickleball and addressed Ms. Rump by stating they have a disability program in pickleball. He asked for an update on additional pickleball courts.

2 Mr. Gary Wayne Beck attempted to speak about unrelated matters. Mr. Beck was asked to leave the chambers. Mayor Thomas apologized for the outburst.

3 Michael Knapp, 145 Glades Turn. Mr. Knapp commented he had a concern with pool equipment and the fences surrounding the pool in the Glades. He commented that DR Horton has cut down trees that they shouldn't have and paid the fine.

4 June Kennedy, 105 Glades Turn. Ms. Kennedy thanked Councilman Casto and Mr. Leonard. She explained the HOA has denied the resident's information and will not talk with them; the residents are doing this on their own. She commented there is something morally wrong with this.

With no further comments, Mayor Thomas closed the Delegations period at 7:15 p.m.

ATTORNEY REPORT

Ms. Myers had one report. She explained she has prepared a notice of a public hearing for the next meeting on September 26th to consider an extension of the CRA. She requested confirmation to ratify and confirm the actions of publishing that notice. Mayor Thomas asked for an update of the CRA.

Mr. David Campbell, CRA Director, explained projections have been done out to 2031; Segment 2 is being completed and they are working on Hwy 79 and Segment 3. He commented projecting out to 2031 Front Beach Road from 79 to Richard Jackson can be completed but would be unable to complete Segment 5 for the north and south connectors. Mayor Thomas commented the CRA will need to be extended.

Councilman Casto made a motion to ratify and confirm the notice of the public hearing previously sent by the City. Second was made by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilman Solis	Absent
Councilman Casto	Aye

Councilman Chester Aye
Councilman McConnell Aye
Mayor Thomas Aye

CITY MANAGER REPORT

Mr. Gisbert explained the new budget has been approved that includes several new positions. Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

Councilman Casto had no comments.

Councilman Chester commented it was an honor speaking with the teachers and students of Surfside Middle School about local government.

Councilman McConnell thanked the staff for their hard work on the budget.

Mayor Thomas requested all departments utilize the Public Information Officer, she needs to be more involved and informed of information for all departments. Councilman McConnell would like to see an employee spotlight to build morale. Mayor Thomas commented we have great employees.

With nothing further, the meeting was adjourned at 7:23 p.m.

READ AND APPROVED this 10th of October, 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

1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

Jazelle Foster

HAS GIVEN EXCEPTIONAL SERVICE

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

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

Presented this 10th of October 2019



A handwritten signature in blue ink, which appears to read "Mike Thomas", is written over a horizontal line.

MAYOR MIKE THOMAS

PRESENTATION

2



~Proclamation~

A PROCLAMATION REMEMBERING
OCTOBER 10, 2019
AS THE ONE-YEAR ANNIVERSARY
OF HURRICANE MICHAEL

- WHEREAS, Bay County, Florida was struck by Hurricane Michael, a powerful Category 5 storm, on October 10, 2018, one year ago today; and
- WHEREAS, the eastern portion of Bay County, particularly the communities of Panama City, Lynn Haven, Mexico Beach, Callaway, Springfield and Parker, as well as Tyndall Air Force Base and the Navy Support Activity Base, were hit particularly hard resulting in the loss of life as well as billions of dollars in property damage; and
- WHEREAS, the City of Panama City Beach was largely spared by this storm, but recalling the devastation on the beach caused by Hurricanes Eloise and Opal in 1975 and 1995, respectively, continues to offer its full support to our neighbors to the east; and
- WHEREAS, as much as 40 percent of the City's government workforce was in the path of or otherwise effected by Hurricane Michael, suffering property damage, dislocation and other associated losses; and
- WHEREAS, the Panama City Beach City Council gives our full support to commemorative Hurricane Michael ceremonies held to our east, including A Night to Unite, the Lynn Haven Day of Commemorating and Celebrating and other events in Panama City and Mexico Beach; and
- WHEREAS, Hurricane Michael forever changed our community, resulting in a shift in population, and a shortage of housing, while heightening our awareness and reminding us to always be vigilant during Hurricane Season; and
- WHEREAS, as a community of Bay County residents, we came together as communities, individuals and City employees and elected officials, helping our neighbors wherever we could.

NOW, THEREFORE, the City Council of Panama City Beach does hereby acknowledge, remember and support ongoing recovery efforts as our County continues to rebuild one year after Hurricane Michael on this, day, October 10, 2019.



**Councilman Paul Casto
Ward 1**



Mayor Mike Thomas



**Councilman Phil Chester
Ward 2**



**Councilman Geoff McConnell
Ward 3**





**Councilman Hector Solis
Ward 4**

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
October 10, 2019

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 20-01 for careful traffic control and extraordinary usage on portions of Front Beach Road from Richard Jackson Boulevard west to Clara Avenue intersection.

4. AGENDA

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

The Shaddai Shrine Temple Fall Ceremonial Parade will be held on Saturday, October 12, 2019.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road from Richard Jackson Boulevard west to Clara Avenue.

Staff recommends approval.

CONSENT

AGENDA ITEM # 1

RESOLUTION 20-01

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98) TO PERMIT THE SHADDAI SHRINE TEMPLE FALL CEREMONIAL PARADE ON THE MORNING OF SATURDAY, OCTOBER 12, 2019; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Shaddai Shrine Temple Fall Ceremonial Parade (the "Event") is scheduled to be held on Saturday, October 12, 2019 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 10:00 A.M. and 10:30 A.M., on Saturday, October 12, 2019, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to Clara Avenue Road shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 10th day of October, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk



CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
October 10, 2019

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 20-02 to close section of roads near J.R. Arnold High School on Friday, October 11, 2019 for the Homecoming Parade.

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 J.R. Arnold High School will hold the Homecoming Parade on October 11, 2019.

The occasion necessitates closure of sections of North Alf Coleman Road, Market Street and North Richard Jackson Boulevard between 12:15 P.M. and 1:30 P.M. on October 11, 2019, within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 20-02

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING THE TEMPORARY CLOSURE OF CERTAIN SECTIONS OF NORTH ALF COLEMAN ROAD, MARKET STREET, AND NORTH RICHARD JACKSON BOULEVARD TO PERMIT THE J.R. ARNOLD HIGH SCHOOL HOMECOMING PARADE ON FRIDAY, OCTOBER 11, 2019.

WHEREAS, the J. R. Arnold High School Homecoming Parade will be held on Panama City Beach; and

WHEREAS, the Homecoming Parade has been scheduled for Friday, October 11, 2019; and

WHEREAS, the occasion necessitates careful traffic control and extraordinary usage of certain sections of North Alf Coleman Road, Market Street and North Richard Jackson Boulevard within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that, during the hours of 12:15 P.M. and 1:15 P.M., on October 11, 2019, certain sections of North Alf Coleman Road, Market Street, and North Richard Jackson Boulevard shall be temporarily closed to permit the J.R. Arnold High School Homecoming Parade, and all vehicular traffic shall be controlled in accordance with the map which accompanies this Resolution.

This Resolution shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 10th day of October, 2019.

CITY OF PANAMA CITY BEACH

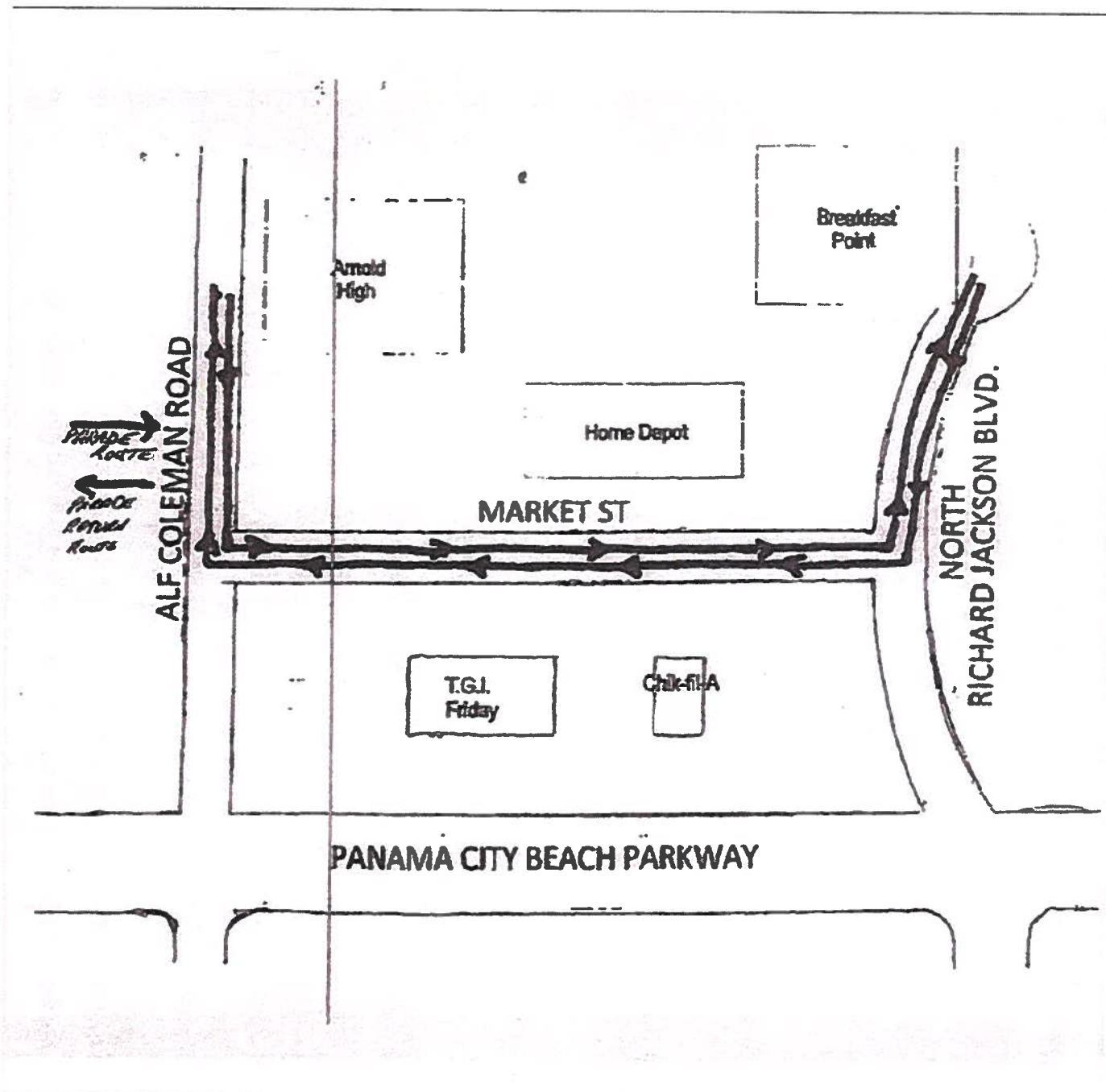
By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Resolution 20-02

CONSENT
AGENDA ITEM # 2



CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
OCTOBER 10, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION TO HOLD JOINT MEETING WITH BAY COUNTY COMMISSIONERS ON OCTOBER 24 AT 3PM

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input type="checkbox"/>
CONSENT	<input checked="" 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)
THE COUNTY HAS REQUESTED A JOINT WORKSHOP WITH THE CITY COUNCIL TO DISCUSS THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA AND PLAN. THE 2005 INTERLOCAL AGREEMENT BETWEEN THE CITY AND COUNTY EXPRESSLY CONTEMPLATES AN ANNUAL MEETING OF THE TWO BODIES TO DISCUSS MATTERS RELEVANT TO THE REDEVELOPMENT OF THE FRONT BEACH ROAD CORRIDOR.

IN 2016, THE FLORIDA LEGISLATURE AMENDED SECTION 166.0213 TO EXPRESSLY AUTHORIZE JOINT MEETINGS AS PRESCRIBED BY RESOLUTION. AS SUCH, THIS RESOLUTION IS PRESENTED TO FORMALIZE THE TIME, PLACE AND PURPOSE OF THE JOINT WORKSHOP REQUESTED BY THE COUNTY.

STAFF RECOMMENDS APPROVAL. ADOPTION OF THIS RESOLUTION WILL SUPERCEDE AND REPEAL RESOLUTION 19-154, WHICH SET THE MEETING AT A DIFFERENT DATE AND TIME. IF COUNCIL APPROVES THE RESOLUTION, STAFF WILL PUBLISH NOTICE OF THE MEETING.

A WORD OF NOTE: WHILE THE FLORIDA STATUTES AND THE CITY'S RULES OF PROCEDURE AUTHORIZE THE COUNCIL TO TAKE ACTION AT A JOINT MEETING AND WORKSHOP, FLORIDA STATUTE 125.001 EXPRESSLY PRECLUDES THE COUNTY FROM TAKING ACTION AT A JOINT WORKSHOP.

RESOLUTION NO. 20-03

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
AUTHORIZING THE CITY COUNCIL TO PARTICIPATE IN A JOINT
MEETING WITH THE BAY COUNTY BOARD OF COMMISSIONERS TO
DISCUSS MATTERS OF MUTUAL INTEREST RELATED TO THE
REDEVELOPMENT OF THE FRONT BEACH ROAD CORRIDOR.**

WHEREAS, the Bay County Board of Commissioners desires to hold a joint meeting with the Council to discuss and plan matters of mutual interest related to the Front Beach Road Community Redevelopment area and plan, in accordance with Section 6(E) of that certain Interlocal Agreement adopted July 5, 2005; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes municipalities to hold joint meetings to receive, discuss and act upon matters of mutual interest with the governing body of the county within which the municipality is located at such time and place as shall be prescribed by ordinance or resolution.

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

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council is hereby authorized to participate in a joint meeting with the Board of County Commissioners for Bay County on October 24, 2019, at 3 p.m., in City Council Chambers at City Hall, 110 South Arnold Road, Panama City Beach, Florida 32413, to discuss matters of mutual interest related to the Front Beach Road Community Redevelopment area and plan.

Section 2. Notice of this meeting shall be duly advertised and official minutes shall be taken.

Section 3. This resolution supersedes and repeals Resolution 19-154. This Resolution shall take effect immediately upon adoption.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

10/10/2019

3. REQUESTED MOTION/ACTION:

Provide a letter of support for the proposed Safe Route To Schools (SRTS) grant application package for Arnold High School.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

City staff applied for the SRTS grant December 2016 and again December 2017 for the same 4 locations (Arnold High School, Hutchison Beach Elementary, and Surfside Middle School - Phase1 & Phase 2 which included Hill Road). In 2018 FDOT was able to take the portion on Alf Coleman Road south of Back Beach Road to Middle Beach Road and roll it into a safety grant for sidewalks (on the west side) and lighting. FDOT staff advised City staff to re-apply for the portion of Alf Coleman Road north of Back Beach Road to the school in this grant cycle so that all improvements would be able to be funded for Arnold High School.

FDOT discussed with City staff that the Hutchinson Beach Elementary portion would receive funding and the department would manage this project since a portion of that project was on system (on a State Road - Middle Beach Road). Surfside Middle School did not make the cut this round due to the high number of grant applicants but since it is in the queue for funding that the department would make an attempt to get funding for that school in the next cycle. Hill Road did not make the cut due to walking patterns and proximity/direction away from the school.

The next cycle deadline is at the end of December and one of the requirements is a letter of support from the City Council. Staff is requesting a letter of support to re-apply for Arnold High School to receive funding through SRTS for the proposed improvements shown on the attached drawings.

RESOLUTION 20-09

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, INDICATING ITS SUPPORT OF THE CITY'S PURSUIT OF A "SAFE ROUTES TO SCHOOL" GRANT; AUTHORIZING THE CITY MANAGER TO PROVIDE A LETTER OF SUPPORT AND ANY OTHER DOCUMENTS NECESSARY TO SATISFY THE REQUIREMENTS OF THE APPLICATION FOR THE GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City wishes to apply for the Florida Department of Transportation's Safe Routes to School Grant Program ("Program"), for funding to construct sidewalks on Clara Avenue, Middle Beach Road, and Alf Coleman Road.

WHEREAS, the grant project requires no matching funds from the City, but the application does require a statement of support from the City.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Approval of Safe Routes to School Grant Application. The City Council hereby supports the City's pursuit of the Florida Department of Transportation's Safe routes to School Grant Program for funding to construct sidewalks on Clara Avenue, Middle Beach Road, and Alf Coleman Road.

Section 2. Authorization of the City Manager. The City Manager is authorized to provide a letter of support and any other documents necessary to satisfy the requirements of the application for the Program.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED, 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:

Panama City Beach Police Department

2. MEETING DATE:

10/10/2019

3. REQUESTED MOTION/ACTION:

Request Budget Amendment for PCBPD Outreach Program to Fight Against Speed and Aggressive Driving SC-20-13-15

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 Police Department has been approved by the Florida Department of Transportation for the PCBPD Outreach Program to Fight Against Speed and Aggressive Driving (SC-20-13-15) reimbursement grant. The grant amount is \$50,000 and will be used for overtime salaries and benefits for saturation patrols; which are designed to enhance public awareness and compliance of safe driving practices to reduce traffic crashes and fatalities. The overtime can begin immediately upon approval of the budget amendment.

NOTE: Grant authorized funding cannot be utilized to supplant an officer's normal scheduled overtime.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT
SECRETARY

September 9th, 2019

Drew R. Whitman, Chief of Police
17115 Panama City Beach Parkway
Panama City Beach, Florida 32413

RE: Outreach Program to fight against Speed and Aggressive Driving
CPG-2020-PanamaCity-00041

Dear Drew R. Whitman:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that your agency has been selected to receive subgrant funding for the 2020 Federal fiscal year, which begins October 1, 2019. The following concept paper has been accepted and included in the FDOT FY2020 Highway Safety Plan (HSP) with the following project number, title, and funding levels below:

Original Requested Amount	Subgrant Funding Awarded
\$50,000.00	\$50,000.00
FY2020 HSP Project Number SC-20-13-15	
FY2020 HSP Project Title Outreach Program to Fight Against Speed and Aggressive Driving	

Based upon funding levels awarded to the State of Florida for the Federal fiscal year by the National Highway Traffic Safety Administration (NHTSA), grant awards may not be the same as the amount requested in your concept paper and the award does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

Subgrant Application forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted. Step by Step instructions can also be found in the system under "Training Materials".

We look forward to working with you on this project. If you have any questions, please feel free to contact me at (850) 414-4009 or by email at chris.craig@dot.state.fl.us. Additional information can also be found on our website at: <http://www.dot.state.fl.us/safety/3-Grants/Grants-Home.shtm>.

Sincerely,

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

Total award is \$50,000

Salaries Overtime	4,102.
FICA (7.65%)	3,44.
Retirement (.4%)	5754.

www.dot.state.fl.us

50,000.00

RESOLUTION 20-04

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF \$50,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE 2020 OUTREACH PROGRAM TO FIGHT AGAINST SPEED AND AGGRESSIVE DRIVING GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received notification of award of the FLORIDA DEPARTMENT OF TRANSPORTATION Grant SC-20-13-15 in the amount of Fifty Thousand Dollars (\$50,000.00) for the Outreach Program to Fight Against Speed & Aggressive Driving.

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of funds for the purposes requested in the grant agreement.

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

1. The following budget amendment #1 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the Grant and its expenditure for the purposes stated therein.
2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

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

No. BA # 1

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.14-10	Salaries Overtime	315,000.00	41,102.00	356,102.00
TO	001-2101-521.21-10	FICA	374,613.00	3,144.00	377,757.00
TO	001-2101-521.22-20	Retirement Sworn PD	570,000.00	5,754.00	575,754.00
TO	001-0000-331.20-40	Federal Grants Speed and Aggressive Driving	0.00	(50,000.00)	(50,000.00)
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
					0.00
		Check Adjustment Totals:	1,259,613.00	0.00	1,259,613.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record a budget amendment to reflect the award of \$50,000 in federal grant funds for the Outreach Program to Fight Against Speed and Aggressive Driving and to appropriate the grant funds for police department overtime and related benefits

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A

AGENDA ITEM # 1

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
MARIO GISBERT

2. MEETING DATE:
OCTOBER 10, 2019

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 20-05 AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY FROM GULF POWER COMPANY RELATED TO THE BAY PARKWAY SEGMENT 2 ROADWAY

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
THE CITY IS CURRENTLY DILLIGENTLY WORKING TO DESIGN AND CONSTRUCT THE BAY PARKWAY SEGMENT 2 ROADWAY PROJECT. THE DESIGN NECESSITATES ACQUISITION OF CERTAIN REAL PROPERTY CURRENTLY HELD BY THE GULF POWER COMPANY.

STAFF HAS TENTATIVELY NEGOTIATED AND DRAFTED AN AGREEMENT FOR THE PURCHASE AND SALE OF THIS PROPERTY IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000).

THIS PURCHASE IS BUDGETED FOR THIS PROJECT AND STAFF RECOMMENDS APPROVAL.

IF APPROVED, THE PARTIES WILL EXECUTE THE AGREEMENT AND MOVE FORWARD TO COMPLETE THE ACQUISITION.

RESOLUTION 20-05

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE GULF POWER COMPANY FOR THE CONVEYANCE OF LAND NEEDED FOR BAY PARKWAY SEGMENT 2, IN THE BASIC AMOUNT OF \$15,000.

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 Power Company, for the purchase and sale of certain real property relating to the Bay Parkway Segment 2 Roadway Project, in the amount of Fifteen Thousand Dollars (\$15,000.00), in substantially the form attached as Exhibit A and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“**Agreement**”) is made this ____ day of August, 2019, between Gulf Power Company, a Florida corporation (“**Seller**”) and City of Panama Beach, a municipal corporation (“**Buyer**”).

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described real property upon the terms and conditions hereinafter set forth:

1. **Description of Property.** Seller has fee simple title to that certain real property located in Bay County, Florida, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (“**Property**”).

2. **Purchase Price; Deposit; Cash Balance.** The total purchase price for the Property (“**Purchase Price**”), plus or minus prorations and subject to such adjustments as are hereinafter provided, is Fifteen Thousand and No/100 Dollars (\$15,000.00). The Purchase Price shall be payable as follows:

2.1 **Deposit.** Five Hundred and No/100 Dollars (\$500.00) (“**Deposit**”) shall be paid and delivered by Buyer in immediately available U.S. funds by wire transfer to Hand Arendall Harrison Sale, LLC, 304 Magnolia Avenue, Panama City, Florida 32401 (“**Escrow Agent**” and “**Title Agent**”) within three (3) days after the Effective Date (as defined below in Section 3). Escrow Agent agrees to hold the Deposit in escrow in accordance with the terms of this Agreement.

2.2 **Cash Balance.** Fourteen Thousand Five Hundred and No/100 Dollars (\$14,500.00), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be paid and delivered by Buyer at or prior to the Closing (as defined below in Section 4) in immediately available U.S. funds by wire transfer to Escrow Agent (“**Cash Balance**”).

If this transaction closes, the Deposit shall be credited against the Purchase Price due hereunder or, in the event this transaction does not close, the Deposit shall be disbursed as otherwise provided herein. Following the expiration of the Inspection Period (as defined below in Section 10), the Deposit shall be non-refundable to Buyer except as may be otherwise expressly provided in this Agreement.

3. **Time for Acceptance & Effective Date.** This offer shall expire and become null and void unless Seller receives a fully executed counterpart from Buyer on or before August 7, 2019 at 5:00 p.m., Eastern Time, whereupon after that time, this Agreement shall be null and void and of no further force and effect unless Seller otherwise agrees to extend such time period. Execution and delivery shall be defined as the receipt of the fully executed Agreement by Seller by means of the U.S. Mail, delivery by a nationally recognized overnight delivery service, hand delivery or email transmission. In the event delivery is by email transmission, the party delivering this Agreement shall deliver to the other party an original copy of the fully executed Agreement within two (2) business days from the date of such email transmission; provided, however, failure to do so shall not affect the validity of the execution and delivery of this Agreement. The date of this Agreement, for purposes of performance, shall be the date when the last one of Seller or Buyer has signed this Agreement, as stated on the signature page (the “**Effective Date**”).

4. **Closing.** This transaction shall be closed and the deed, other closing instruments and

possession shall be delivered to Buyer on or before September 30, 2019 (“Closing” or “Closing Date”), unless extended by other provisions of this Agreement. The precise time and place of Closing shall be determined by Seller and Seller shall have the right to effect the Closing via a “mail away” closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Escrow Agent).

Upon written notice to Buyer delivered prior to the Closing Date, Seller may extend the Closing Date for up to fourteen (14) business days (“Closing Extension Date”) to secure the partial release of the Mortgage and Deed of Trust with Deutsche Bank Trust Company Americas, which encumbers the Property (“Mortgage”). If Seller is unable to secure the partial release of the Mortgage prior to the expiration of the Closing Extension Date, Buyer has the option to either (i) further extend the Closing Date as needed for Seller to secure the partial release of the Mortgage, or (ii) cancel this Agreement upon delivering written notice to Seller, whereupon the Deposit shall be returned to Buyer, and the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Agreement.

5. **Approval for Mortgage Release.** Buyer understands and agrees that, while this Agreement bears the execution of Seller, final approval of the transaction contemplated herein is subject to approval of the release of the Property from Seller’s existing indenture encumbering the Property (“Mortgage”) by its Board of Directors (or the Real Property Committee of the Board of Directors), and such final approval cannot be obtained until, on/or about forty-five (45) days from the Effective Date. Buyer further understands and agrees that upon notification by Seller that the release of the Property from the Mortgage has not been approved by Seller’s Board of Directors (or the Real Property Committee of the Board of Directors), this Agreement shall be deemed immediately cancelled and of no further force and effect and without Seller being obligated for any loss or damage to Buyer whatsoever other than the refund of Buyer’s Deposit. In the event Seller’s Board of Directors (or the Real Property Committee of the Board of Directors) disapprove such release, this Agreement shall be deemed terminated, whereupon Escrow Agent shall return the Deposit to Buyer, and the parties shall be released from any further obligations or liabilities hereunder, except for those that may expressly survive the termination of this Agreement.

6. **Documents for Closing.** Buyer hereby expressly agrees that title to the Property shall be conveyed from Seller to Buyer by Special Warranty Deed in the form of Exhibit B attached hereto and by this reference made a part hereof (“Deed”). At Closing, Buyer will execute (i) for recording a perpetual easement over the entire Property for the purpose of the installation, operation, maintenance, repair and/or replacement of utility facilities on the Property in the form of Exhibit C attached hereto and by this reference made a part hereof (the “Utility Easement”), and (ii) deliver to the Title Agent an Affidavit of Seller in form attached hereto as Exhibit D. At Closing, Seller and Buyer shall each also execute a settlement statement and appropriate resolutions and approvals approving the sale and purchase, respectively, of the Property.

7. **Closing Costs and Expenses.** The parties shall bear the following costs:

7.1. **Seller’s Costs.** Seller shall be responsible for payment of the following: (i) the costs of recording any instruments or documents necessary to clear title; (ii) its prorata share of real estate taxes and assessments levied on the Property for the year of Closing; and (iii) any other expense agreed in this Agreement to be paid by Seller.

7.2. **Buyer’s Costs.** Buyer shall be responsible for payment of the following: (i) the premiums and any other related fees and costs of obtaining the title commitment and owner’s title

insurance policy for the amount of the Purchase Price; (ii) state surtax and documentary stamp taxes which are required to be affixed to the Deed; (iii) the costs of recording the Deed and any additional documents to be recorded at Closing (except for any corrective instruments); (iv) all expenses and charges in connection with Buyer's inspections of the Property, including applicable tax and lien searches; (v) the costs related to any financing obtained by Buyer, including all closing costs and title insurance costs in connection therewith; (vi) the cost of obtaining any endorsement(s) to the title commitment and owner's title insurance policy; (vii) the cost of the survey, (viii) Escrow Agent's settlement fees; and (viii) any other expense agreed in this Agreement to be paid by Buyer.

Each party shall pay its own legal fees except as provided in Section 19 below.

8. **Prorations.** The real estate taxes for the year in which the transaction is closed shall be prorated as of the date of Closing taking into account the maximum allowable discount and the pro rata amount thereof shall be credited against the balance of the Purchase Price. The proration shall be based upon the previous year's taxes, if the current year's assessment is not available. Seller shall pay all assessments and liens for public improvements against the Property, if any, which are, as of the date of Closing, certified liens. Buyer shall assume and pay all assessments and liens, if any, for public improvements which become certified subsequent to the date of Closing. Either party may request and shall be entitled to a reparation of taxes when the actual amount for the year of Closing is levied.

9. **Title Evidence.** Within fifteen (15) days from the Effective Date, Buyer, at Buyer's sole cost and expense, shall obtain and deliver to Buyer a title insurance commitment for an owner's title insurance policy from a national title company of its choice in favor of Buyer in the amount of the Purchase Price. Buyer shall have until the expiration of the Inspection Period during which to notify Seller of any title defects (the "**Title Defects**") to which Buyer objects (the "**Title Defect Notice**"). If Buyer fails to so notify Seller prior to the expiration of the Inspection Period, Buyer shall be deemed to have accepted title to the Property in its existing condition. If Buyer timely delivers the Title Defect Notice to Seller, then Seller shall, within five (5) business days, notify Buyer of any Title Defects which Seller intends to cure and those that it is unable or unwilling to cure, it being understood that Seller has no obligation to do so as provided in the following paragraph. In the event that Seller fails to notify Buyer, in writing, of Seller's intention to cure any Title Defects, Seller shall be deemed to have elected not to cure such Title Defects.

Notwithstanding any provision contained in this Agreement to the contrary, expressed or implied, Seller shall have no obligation whatsoever to correct any Title Defect of any kind (except such Title Defects as may be created by Seller subsequent to the Effective Date of this Agreement) or any liens affecting the Property unless Seller elects to do so, nor shall Buyer be entitled to any reduction in Purchase Price or set off against the Purchase Price by reason of same. If any Title Defect is disclosed by Buyer to Seller as provided above, and if Seller elects not to correct such Title Defect, then Buyer shall have the option, as its sole remedy, of (i) accepting the title as it then is; or (ii) demanding a refund of the Deposit which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. As to those Title Defects agreed to be cured by Seller in writing, curing such Title Defects shall be a condition precedent to Buyer's obligation to close and shall be cured and removed by Seller on or before the Closing Date, provided that Seller shall have the right to extend the Closing Date for an additional thirty (30) days as to such matters. If Seller fails to remove, discharge or correct the agreed Title Defects as of the Closing Date (subject to the thirty (30) day extension), then Buyer, at its option, as its sole remedy, may either (x) accept the title as it then is; or (y) demand a refund of the Deposit which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be

released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement.

10. **Inspection.** Buyer shall have thirty (30) days from the Effective Date in which to conduct, at Buyer's sole cost and expense, such surveys, inspections and investigations with respect to the Property that Buyer deems necessary and appropriate including, but not limited to, conducting a non-invasive Phase I environmental site assessment, zoning inquiries, ingress and egress matters, and any other land use matters and economic considerations, investigations and inquiries as Buyer may reasonably elect, in order to determine, in Buyer's exclusive business judgment, whether or not the Property meets Buyer's requirements (the "**Inspection Period**"). Notwithstanding the foregoing, if the results of Buyer's Phase I environmental site assessment report suggests a Phase II environmental site assessment with invasive testing or further testing or sampling may be appropriate, Buyer may not conduct a Phase II environmental site assessment without Seller's prior written consent, which consent shall be in Seller's sole discretion. Any tests, examinations or inspections of the Property by Buyer, and all costs and expenses in connection with Buyer's testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller's ownership or use of the Property, the operations of any occupants of the Property, or increase Seller's liability with respect to Seller's ownership of the Property.

If Buyer determines for any reason or no reason whatsoever, in Buyer's exclusive business judgment, that Buyer does not wish to acquire the Property, then Buyer shall have the right, at Buyer's sole option, to terminate this Agreement by giving written notice of termination to Seller prior to the expiration of the Inspection Period that Buyer elects to terminate this Agreement, whereupon Buyer shall be entitled to receive the return of its Deposit, and upon the return of same, this Agreement shall be deemed terminated and of no further force and effect and Seller and Buyer shall be released and relieved from any further liability or obligation hereunder except for matters specifically provided herein to survive the termination hereof. If Buyer shall fail to give such written notice of termination to Seller prior to the expiration of the Inspection Period, then Buyer's right to terminate this Agreement pursuant to the provisions of this section, and to receive the return of its Deposit, shall thereupon lapse and be of no further force and effect, except in the case of Seller's default hereunder.

Seller hereby grants Buyer and Buyer's engineers, consultants, architects, agents and designees, the right to go upon the Property for the purposes of conducting such surveys, investigations and inspections with respect to the Property. When such inspections have been completed, Buyer will restore the Property to substantially the same condition as existed before such entry. Buyer agrees to indemnify and save and hold Seller harmless from and against any loss, damage, liability, claim or obligation of any kind or nature whatsoever which Seller may incur or which may be asserted against the Property or Seller as a result of Buyer's activities upon or relating to the Property during the Inspection Period. This indemnification obligation shall survive the Closing or earlier termination of this Agreement. Prior to entry on the Property, Buyer shall provide to Seller evidence of a general liability insurance policy in the amount of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence naming Seller as an additional insured and insuring against any and all liability for any damage in connection with the Property, and Buyer shall not be permitted to enter the Property before delivering a copy of said general liability insurance policy to Seller. All insurance required hereunder shall be written by an insurance company licensed in Florida and reasonably acceptable to Seller, and shall be non-cancelable without ten (10) days prior written notice to Seller.

Buyer shall (i) comply with all laws applicable to its investigation of the Property and all other activities undertaken in connection therewith; (ii) permit Seller to have representatives present during any

investigation undertaken hereunder; and (iii) take all actions and implement all protections necessary to ensure that all actions taken in connection with the investigation, and the equipment, materials and substances generated, used or brought on the Property pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons.

Buyer shall cause all due diligence items obtained by Buyer, which are capable of being certified to both parties, to be concurrently certified to Buyer and Seller so that in the event Buyer terminates this Agreement, Buyer shall deliver all due diligence materials and property information obtained by Buyer relating to the Property, excluding any of Buyer's attorney's work product, and subject to whatever restrictions on use that are set forth in due diligence materials by the providers, to Seller already certified, and which Buyer represents will have been paid in full.

11. **Representations.** By its execution hereof, Buyer understands and agrees that Seller has made no representations or warranties as to the quantity, quality or condition of the Property described herein, the suitability of the zoning thereof, or the availability of permits relating thereto and Buyer acknowledges that Buyer will fully examine the Property during the Inspection Period and that Buyer will not be relying upon any representation or inducement that may have been made by Seller or Seller's representatives, agents or employees with respect to the quantity, quality or with respect to the present or future condition, environmental or otherwise, zoning or permitting of said Property.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY BUYER) WITH RESPECT TO THE PROPERTY OR THE PROPERTY'S CONDITION OR THE CONSTRUCTION, PROSPECTS, OPERATIONS OR RESULTS OF OPERATIONS OF THE PROPERTY. THE DISCLAIMERS HEREOF SPECIFICALLY EXTEND TO, WITHOUT LIMITATION, (1) MATTERS RELATING TO HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS, (2) GEOLOGICAL CONDITIONS, (3) DRAINAGE, (4) SOIL CONDITIONS, (5) ZONING AND SUBDIVISION AND COMPLIANCE WITH ZONING AND SUBDIVISION LAWS, (6) THE VALUE AND PROFIT POTENTIAL OF THE PROPERTY, AND (7) DESIGN, QUALITY, SUITABILITY, STRUCTURAL INTEGRITY AND PHYSICAL CONDITION OF THE PROPERTY AND COMPLIANCE OF THE PROPERTY WITH ANY LAWS (INCLUDING BUILDING CODES AND SIMILAR LAWS, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE FAIR HOUSING AMENDMENTS ACT OF 1988, ALL AS APPLICABLE). BUYER IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, DEFECTS OR OTHER ADVERSE MATTERS.

TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NEVER TO COMMENCE OR PROSECUTE, OR CONSPIRE OR COLLUDE WITH OTHERS TO COMMENCE OR PROSECUTE, AGAINST SELLER, AND/OR SELLER'S PARTNERS, MEMBERS, PRINCIPALS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES, ANY ACTION OR OTHER PROCEEDING BASED UPON ANY CLAIM SPECIFICALLY RELEASED IN THIS SECTION 11. THIS RELEASE SHALL BE DEEMED REAFFIRMED AT THE CLOSING.

THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

12. **Remedies on Default of Buyer.** In the event Buyer is in default under or in breach of any of its terms, covenants, conditions, warranties, representations or obligations hereunder, then at the option of Seller, and as Seller's sole and exclusive remedy, Escrow Agent shall deliver the Deposit to Seller and it shall become the property of Seller, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and the parties shall thereupon be relieved and released from all other and further obligations under this Agreement, except for the obligations of indemnification (if any) which expressly survive this Agreement.

13. **Remedies on Default of Seller.** In the event Seller refuses or fails to convey the Property to Buyer in violation of Seller's obligations hereunder for any reason other than a default by Buyer under this Agreement, or shall otherwise be in default of its obligations hereunder, then Buyer may, at its option and as its sole and exclusive remedy, terminate this Agreement and receive a full refund of the Deposit held by Escrow Agent. The foregoing shall be the sole and exclusive remedy available to Buyer. In no event shall any member, officer, director, agent or employee of Seller or its partners be personally liable for any of Seller's obligations under this Agreement or the documents to be delivered at the Closing. Without limiting the generality of the foregoing, for all purposes hereof, Buyer waives its right to seek, plead or obtain any judgment for any remedies or damages not specifically contained herein, including, without limitation, consequential, compensatory, punitive, or any other damages.

14. **Condemnation.** In the event of the institution of any proceedings, or if subject to a bona fide threat of such proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by Eminent Domain, Seller may cancel this Agreement, whereupon any Deposit shall be returned to Buyer and this Agreement thereupon shall be of no further force and effect.

15. **Survey.** Buyer, within thirty (30) days of the Effective Date of this Agreement, at its sole cost and expense, shall provide Seller with a copy of a final ALTA survey of the Property by a surveyor licensed to practice as such in the State of Florida showing and certifying the exact location and legal description and acreage of the Property and deliver a copy to Seller for Seller's approval. The final survey shall include the easement referenced in Section 6 above. Buyer shall notify Seller of any survey objections within the said same time period and in the same manner as Buyer has to make its Title Defects as set forth above. Survey objections, if any, shall be treated in the same manner as Title Defects are treated herein.

16. **Provisions to be Included in Deed.** Buyer understands and agrees that the following provisions will be included and made a part of Seller's conveyance by Deed of the Property: BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT THE PROPERTY MAY BE ADJACENT TO REAL AND/OR PERSONAL PROPERTY OWNED BY GRANTOR AND USED BY IT AS A PUBLIC UTILITY CORPORATION OF THE STATE OF FLORIDA, AND GRANTEE ACCEPTS THE CONVEYANCE OF THE PROPERTY WITH THIS FULL KNOWLEDGE AND SUBJECT TO THE USE OF THE GRANTOR'S ADJACENT LAND AND/OR PERSONAL PROPERTY FOR SUCH PURPOSES OR ANY OTHER LEGALLY AUTHORIZED USE.

17. **OFAC.** Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and the parties shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations

18. **Brokerage.** The parties hereby each represent and warrant to the other that no broker or finder has been engaged by it in connection with this transaction. In the event any claim for any brokerage commission or fee is asserted against Seller or Buyer in connection with this transaction from anyone, the party at fault shall indemnify, save harmless and defend the other party from and against such claim (including reasonable attorney, paralegal and expert fees and disbursements in all proceedings and at all levels of proceedings). This section shall survive Closing or termination of this Agreement.]

19. **Attorneys' Fees and Costs.** In the event of any litigation arising between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this Agreement coextensively with other surviving provisions of this Agreement.

20. **Parties in Interest.** All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and assigns of Buyer and Seller.

21. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein, and supersedes all prior discussions, negotiations and agreements between the parties, whether oral or written. This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both parties.

22. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

23. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail providing a transmission receipt or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:00 p.m. on the next ensuing business day after transmission.

Seller: Gulf Power Company
700 Universe Boulevard, B2A/JB
Juno Beach, Florida 33408
Attn: Corporate Real Estate

With a copy to Gulf Power Company
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408
Attn: Seth S. Sheitelman

E-mail: seth.sheitelman@fpl.com

Buyer: City of Panama City, a municipal corporation
9 Harrison Avenue
Panama City, Florida 32401

Escrow Agent: Hand Arendall Harrison Sale, LLC
304 Magnolia Avenue
Panama City, Florida 32401
Attn: Amy E. Myers

24. **Insertion of Corrections or Modifications.** Typewritten or handwritten provisions inserted on this Agreement or on the exhibits hereto (and initialed by the parties) shall control all printed provisions in conflict therewith.

25. **Time.** Time is of the essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

26. **Counterparts; Electronic Transmission.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

27. **Assignment.** The rights of Buyer hereunder may not be assigned by Buyer without the prior written consent of Seller.

28. **Agreement not to be Recorded.** This Agreement shall not be recorded in any public records by either party hereto.

29. **Advice of Counsel.** Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

30. **Jurisdiction; Jury Trial Waiver.** ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY IN THE FEDERAL OR STATE COURTS IN BAY COUNTY, FLORIDA; AND EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION TO THE VENUE AND JURISDICTION OF SUCH COURTS. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BUYER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO SELLER IN ENTERING INTO THIS AGREEMENT AND THAT BUYER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS

HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

31. **Radon Gas.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Buyer hereby acknowledges, the following notification:

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

32. **Risk of Loss.** The Property shall be conveyed to Buyer in the same condition as on the Effective Date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies. Risk of loss to the Property between the Effective Date and the Closing Date, shall be upon the Seller and the doctrine known as the "Doctrine of Equitable Conversion" shall not be applicable to this transaction.

33. **Construction.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

34. **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

35. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

36. **Confidentiality.** Buyer agrees to treat all information received with respect to the Property, whether such information is obtained from Seller or from Buyer's own due diligence investigations, in a confidential manner. Buyer shall not disclose any such information to any third parties, other than such disclosure to Buyer's counsel, consultants, accountants and advisers as may be required in connection with the transactions contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement) or as otherwise required to disclose by law. Seller and Buyer agree to keep this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter of this Agreement prior to Closing without the written consent of the other party.

37. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorneys' fees and paralegals' fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or

willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

38. **Waiver**. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any such right.

39. **No Partnership**. Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture or association; and the parties disclaim the existence thereof.

(Remainder of page intentionally left blank to allow for signatories)

IN WITNESS WHEREOF, Seller and Buyer have caused these presents to be executed, all of which has been done on the date shown below for each party.

Seller:

Gulf Power Company,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

Buyer:

City of Panama Beach, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Agreed to and Accepted by:

Escrow Agent:

Hand Arendall Harrison Sale, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
To Agreement of Purchase and Sale

Legal Description of Property

A PARCEL LYING IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUR INCH SQUARE CONCRETE MONUMENT NO. LB0340 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 58 SECONDS EAST, ON THE WEST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1,972.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PIER PARK LOOP ROAD (150' R/W), SAID POINT ALSO BEING 200' NORTH OF THE NORTH BOUNDARY LINE OF A 100 FOOT WIDE GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE, PROCEED SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE (AND A LINE 200 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE), FOR A DISTANCE OF 2,454.28 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, PROCEED NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON A LINE 250 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE, FOR A DISTANCE OF 7,775.63 FEET; THENCE LEAVING SAID LINE, PROCEED SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 250.00 FEET TO THE NORTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 56.90 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 54 MINUTES 22 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = SOUTH 29 DEGREE 23 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 43.11 FEET) TO THE SOUTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE NORTH 59 DEGREES 09 MINUTES 16 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 150.16 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 12 SECONDS; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = NORTH 29 DEGREES 36 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 43.11 FEET); THENCE NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 56.90 FEET TO THE NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH LINE, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.

EXHIBIT B
To Agreement of Purchase and Sale

Prepared by and return to:
Seth S. Sheitelman, Esquire
Gulf Power Company
700 Universe Boulevard (LAW/JB)
Juno Beach, FL 33408

Parcel Identification No.: a portion of _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this ____ day of _____, 20__ by Gulf Power Company, a Florida corporation (“**Grantor**”), having a mailing address at 700 Universe Boulevard, Juno Beach, Florida 33408, to the City of Panama Beach, a municipal corporation (“**Grantee**”), having a mailing address at 9 Harrison Avenue, Panama City, Florida 32401.

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release, convey and confirm and forever specially warrants to Grantee all its right, title, and interest in and to that certain land, situated in Bay County, Florida and more particularly described on **Exhibit “A”** attached hereto and by this reference expressly made a part hereof (“**Property**”).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to: real property taxes for the current year and all subsequent years, comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by governmental authority, conditions, restrictions, covenants, reservations and easements of record, if any, but without intent to reimpose same; and further subject to easements from Grantee to Grantor of even date to be recorded simultaneously herewith.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

BY ACCEPTANCE HEREOF, Grantee acknowledges that the Property may be adjacent to real and/or personal property owned by Grantor and used by it as a public utility corporation of the State of Florida, and Grantee accepts the conveyance of the Property with full knowledge and subject to the use of Grantor’s adjacent land and/or personal property for such purposes or any other legally authorized use.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written

Executed in the presence of:

Grantor:

Gulf Power Company,
a Florida corporation

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____, of Gulf Power Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A
To Special Warranty Deed

Legal Description of Property

A PARCEL LYING IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUR INCH SQUARE CONCRETE MONUMENT NO. LB0340 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 58 SECONDS EAST, ON THE WEST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1,972.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PIER PARK LOOP ROAD (150' R/W), SAID POINT ALSO BEING 200' NORTH OF THE NORTH BOUNDARY LINE OF A 100 FOOT WIDE GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE, PROCEED SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE (AND A LINE 200 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE), FOR A DISTANCE OF 2,454.28 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, PROCEED NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON A LINE 250 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE, FOR A DISTANCE OF 7,775.63 FEET; THENCE LEAVING SAID LINE, PROCEED SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 250.00 FEET TO THE NORTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 56.90 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 54 MINUTES 22 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = SOUTH 29 DEGREE 23 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 43.11 FEET) TO THE SOUTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE NORTH 59 DEGREES 09 MINUTES 16 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 150.16 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 12 SECONDS; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = NORTH 29 DEGREES 36 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 43.11 FEET); THENCE NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 56.90 FEET TO THE NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH LINE, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.

EXHIBIT C
To Agreement of Purchase and Sale

Prepared by and after Recording

Return to:

Seth S. Sheitelman, Esq.
Gulf Power Company
700 Universe Boulevard
Juno Beach, Florida 33408

EASEMENT

(Corporate)

KNOW ALL MEN BY THESE PRESENTS that the City of Panama Beach, a municipal corporation, whose address is 9 Harrison Avenue, Panama City, Florida 32401 (“Grantor”) in considerations, receipt of which is hereby acknowledged, does hereby grant to the Gulf Power Company, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (“Grantee”) (the term “assigns” meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, “H” frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as “facilities”), over, under, in, on, upon and across the lands of the Grantor situated in the County of Bay and the State of Florida and being more particularly described on **Exhibit A** attached hereto and made a part hereof (“Easement Area”); together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

(Signature and Notary on Following Page)

IN WITNESS WHEREOF, Grantor has executed this Agreement this ____ day of _____, 20 ____.

Grantor:

Signed, sealed and delivered in the presence of:

City of Panama Beach, a municipal corporation

Signature
Print Name: _____

By: _____
Its: _____
Print Name: _____

Signature:
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__ before me, the undersigned notary public, personally appeared _____ of City of Panama Beach, a municipal corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print name: _____
Commission No.: _____
My Commission Expires: _____

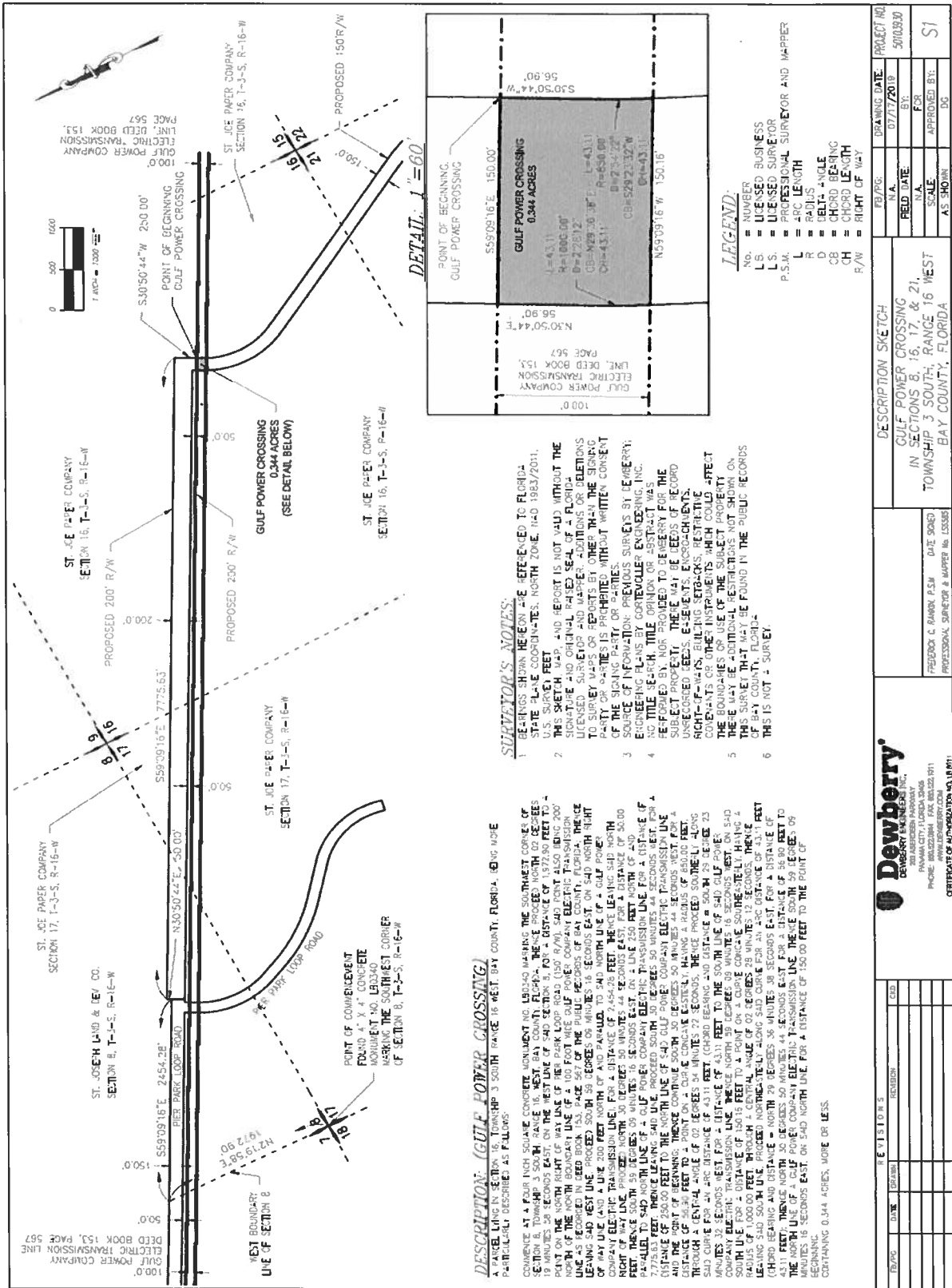
EXHIBIT A
To Easement

Legal Description of Easement Area

A PARCEL LYING IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUR INCH SQUARE CONCRETE MONUMENT NO. LB0340 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 58 SECONDS EAST, ON THE WEST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1,972.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PIER PARK LOOP ROAD (150' R/W), SAID POINT ALSO BEING 200' NORTH OF THE NORTH BOUNDARY LINE OF A 100 FOOT WIDE GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE, PROCEED SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE (AND A LINE 200 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE), FOR A DISTANCE OF 2,454.28 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, PROCEED NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON A LINE 250 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE, FOR A DISTANCE OF 7,775.63 FEET; THENCE LEAVING SAID LINE, PROCEED SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 250.00 FEET TO THE NORTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 56.90 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 54 MINUTES 22 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = SOUTH 29 DEGREE 23 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 43.11 FEET) TO THE SOUTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE NORTH 59 DEGREES 09 MINUTES 16 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 150.16 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 12 SECONDS; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = NORTH 29 DEGREES 36 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 43.11 FEET); THENCE NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 56.90 FEET TO THE NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH LINE, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.



REVISIONS		DESCRIPTION		DATE	BY

PROJECT NO.	5010930
DATE	07/17/2019
SCALE	AS SHOWN
APPROVED BY:	
DRAWN BY:	
CHECKED BY:	
PROJECT TITLE:	GULF POWER CROSSING IN SECTIONS 8, 16, 17, & 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA

Dewberry
 DEWBERRY ENGINEERS, INC.
 10010 WOODBRIDGE PARKWAY
 SUITE 100
 FORT WORTH, TEXAS 76134
 PHONE: 817.332.2404 FAX: 817.332.2771
 WWW.DEWBERRY.COM
 OFFICE OF RECORDS: 817.332.2404

LEGEND:
 No. = NUMBER
 L.S. = LICENSED BUSINESS
 L.S. = LICENSED SURVEYOR
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 L = ARC LENGTH
 R = RADIUS
 D = DELTA ANGLE
 CB = CHORD BEARING
 CL = CHORD LENGTH
 R/W = RIGHT OF WAY

- SURVEYOR'S NOTES:**
- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, (IAD 1983/2011), U.S. SURVEY FEET
 - THIS SWETCH MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, ADDITIONS OR DELETIONS TO SURVEY DATA OR REPRESENT OTHER THAN THE SIGNATURE OF THE ORIGINAL SURVEYOR, WITHOUT WRITTEN CONSENT OF THE ORIGINAL SURVEYOR.
 - SOURCE OF INFORMATION: PREVIOUS SURVEYS BY (UNRECORDED) ENGINEERING PLANS BY GORVILLE ENGINEERING, INC.
 - NO TITLE SEARCH, TITLE OPINION OR ASSISTANT WAS PERFORMED BY NOR PROVIDED TO BE NECESSARY FOR THE SUBJECT PROPERTY. THERE MAY BE RECORDS OF RECORD UNRECORDED FEES, E-LEVIYS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SET-BACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
 - THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEYING BOARD, BAY COUNTY, FLORIDA.
 - THIS IS NOT A SURVEY.

Exhibit C

EXHIBIT D

To Agreement of Purchase and Sale

Affidavit of Seller

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, deposes and says:

1. That he/she is _____ of Gulf Power Company, a Florida corporation (“**Seller**”), owner of the property described in **Exhibit A** attached hereto as a part hereof (“**Property**”).
2. That Seller is not a foreign person as that term is defined in Section 1445(f)(3) of the Internal Revenue Code.
3. That Seller’s United States Taxpayer Identification Number is _____; and that Seller’s United States address is: P.O. Box 14000, Juno Beach, FL 33408-0420.
4. That no one has any adverse interest, claim or possession in and to the Property.
5. That no work has been done on or about the Property within the last ninety (90) days which would constitute a mechanics’ or materialmen’s lien against the Property and that there are no such liens either recorded or unrecorded.
6. To Seller’s knowledge, there are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment issued by _____ effective _____ and the time of recording of the instruments evidencing the fee simple or other interests in the Property by the City of Panama Beach, a municipal corporation (“**Buyer**”); and that Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.

[Signature and acknowledgement appear on following page.]

Seller:

Gulf Power Company,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, as _____ of Gulf Power Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized to do so.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

Exhibit D

AGENDA ITEM # 2

EXHIBIT A
To Affidavit of Seller

Legal Description of Property

A PARCEL LYING IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUR INCH SQUARE CONCRETE MONUMENT NO. LB0340 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16, WEST, BAY COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 19 MINUTES 58 SECONDS EAST, ON THE WEST LINE OF SAID SECTION 8, FOR A DISTANCE OF 1,972.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PIER PARK LOOP ROAD (150' R/W), SAID POINT ALSO BEING 200' NORTH OF THE NORTH BOUNDARY LINE OF A 100 FOOT WIDE GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AS RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID WEST LINE, PROCEED SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH RIGHT OF WAY LINE (AND A LINE 200 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE), FOR A DISTANCE OF 2,454.28 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, PROCEED NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON A LINE 250 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE, FOR A DISTANCE OF 7,775.63 FEET; THENCE LEAVING SAID LINE, PROCEED SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 250.00 FEET TO THE NORTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 56.90 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 54 MINUTES 22 SECONDS; THENCE PROCEED SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = SOUTH 29 DEGREE 23 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 43.11 FEET) TO THE SOUTH LINE OF SAID GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE NORTH 59 DEGREES 09 MINUTES 16 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 150.16 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 28 MINUTES 12 SECONDS; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 43.11 FEET, (CHORD BEARING AND DISTANCE = NORTH 29 DEGREES 36 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 43.11 FEET); THENCE NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 56.90 FEET TO THE NORTH LINE OF A GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ON SAID NORTH LINE, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.344 ACRES, MORE OR LESS.

AGENDA ITEM # 2

Exhibit D

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works/Kelly Jenkins

2. MEETING DATE:

10/10/2019

3. REQUESTED MOTION/ACTION:

Approve the Plat for the Hutchison Place Shopping Center.

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's Land Development Code requires most subdivisions of land to be platted in order to confirm compliance with the Code. The Commercial property is generally located on the northwest corner of Hutchison Boulevard and Richard Jackson Boulevard. This is a proposed 4 lot commercial subdivision with existing improvements on all of the parcels. At this time, there have been no plans submitted to contemplate any future changes of the current development. The public hearing to consider this plat has been publicly advertised. At the time of this memo, there are still outstanding items that must be addressed on the plat itself. If all of this has not been completed by the time of the Council meeting, staff will request the hearing to be continued.

Staff has reviewed the subject plat and determined that, if addressed, it will meet applicable requirements.

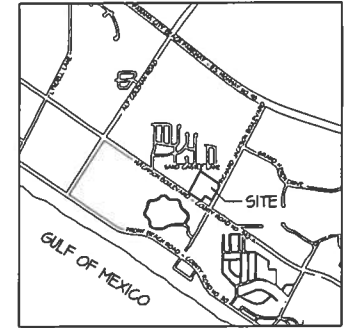
HUTCHISON PLACE SHOPPING CENTER

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, PANAMA CITY BEACH, BAY COUNTY, FLORIDA

PREPARED BY
BUCHANAN & HARPER, INC.
 ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
 CERTIFICATE OF AUTHORIZATION NUMBER 2372
 725 WEST 11TH STREET PANAMA CITY, FLORIDA PHONE: 904-763-7427 FAX: 904-763-7427
 AUGUST 2019

PRELIMINARY

5-09-2019
 7-02-2019
 7-11-2019
 8-9-2019



VICINITY MAP
 NOT TO SCALE

DESCRIPTION
 BEGINNING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 84 DEGREES 30' 2" WEST ALONG THE NORTH LINE OF SAID SECTION 35 FOR 504.6 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 34' 40" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 FOR 402.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 3033 AND THE POINT OF BEGINNING; THENCE SOUTH 27 DEGREES 50' 34" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 308.00 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 55 DEGREES 34' 49" WEST FOR 215.00 FEET PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 342-A; THENCE SOUTH 34 DEGREES 20' 11" WEST FOR 178.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 342-A; THENCE NORTH 55 DEGREES 34' 43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 405.05 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 27 DEGREES 50' 34" EAST PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE FOR 650.00 FEET; THENCE SOUTH 55 DEGREES 34' 43" EAST PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE FOR 345.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 34' 40" WEST ALONG SAID WEST LINE FOR 46.91 FEET TO THE POINT OF BEGINNING, CONTAINING 8.526 ACRES, MORE OR LESS.

DEDICATION
 FROM ALL PARTS THESE PRESENTS THAT PC HUTCHISON, LLC, OWNER IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED HAS CAUSED SAID LANDS TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, HUTCHISON PLACE SHOPPING CENTER, MADE IN ACCORDANCE WITH THE SURVEY, IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS, WHEREBY I DESIGNATE THE UTILITY EASEMENT INDICATED IN EASEMENT DETAIL 6 TO THE USE OF THE CITY OF PANAMA CITY BEACH.

SIGNED: PAUL PERSONAL MANAGER
 PC HUTCHISON, LLC

WITNESSES:

ACKNOWLEDGMENT
 STATE OF TENNESSEE
 COUNTY OF DAVIDSON
 PERSONALLY APPEARED BEFORE ME, NOTARY PUBLIC, PAUL PERSONAL, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGED THAT HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN INTENDED, AND WHO FURTHER ACKNOWLEDGED THAT HE IS MANAGER OF PC HUTCHISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE WITHIN NAMED MANAGER, AND IS AUTHORIZED TO EXECUTE THIS INSTRUMENT ON BEHALF OF THE LIMITED LIABILITY COMPANY AS MANAGER.

WITNESS MY HAND, AT OFFICE, THIS _____ DAY OF _____ 2019.

NOTARY PUBLIC
 PRINTED NAME: _____
 MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION
 THE UNDERSIGNED TITLE COMPANY, LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO THE LAND DESCRIBED HEREON IS IN THE NAME OF THE DESIGNATOR AS SHOWN HEREON AND THAT THERE ARE NO OTHER UNPAID MORTGAGES.

SIGNED ON THIS _____ DAY OF _____ 2019.

TITLE INSURANCE COMPANY: _____

BY: _____

WITNESSES: _____

NOTICE
 DECLARATION OF EASEMENTS AND RESTRICTIONS WHICH ENGINEER THE LAND HEREBY PLATTED ARE FILED IN BAY COUNTY OFFICIAL RECORDS BOOK 443, PAGE 1051

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DECLARATION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE SO CONSIDERED UNLESS SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

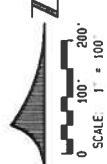
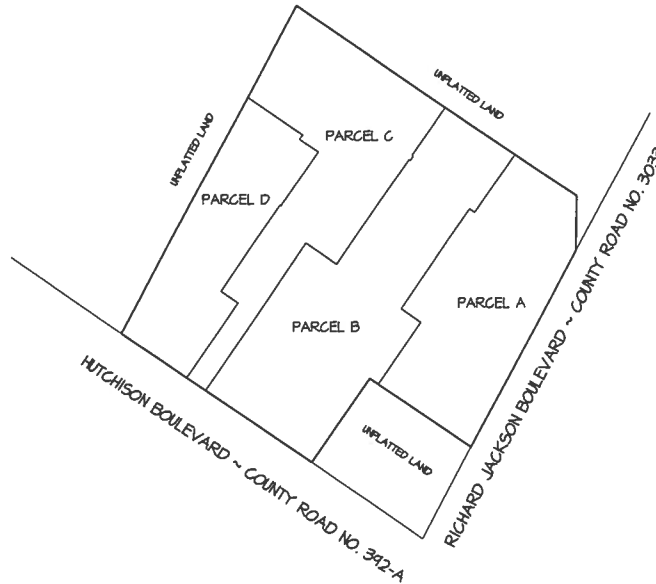
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BEARINGS ARE BASED ON 18151978711 ON THE NORTH LINE OF HUTCHISON BOULEVARD REFERENCED TO STATE PLATE, FLORIDA NORTH 140 53, ADJUSTMENT YEAR 2001.

A REVIEW OF FLOOD INSURANCE RATE MAP NUMBER 000503004H FOR BAY COUNTY, FLORIDA, AND UNINCORPORATED AREAS, COMMUNITY PANEL NUMBER 00033 0204 H, EFFECTIVE DATE: JUNE 2, 2009, INDICATES THAT THE PROPERTY SHOWN HEREON IS ZONE XE 2.

ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PER CHAPTER 171.09 (2), FLORIDA STATUTES.

PRELIMINARY



SYMBOLS AND ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
SEC.	SECTION
T	TOWNSHIP
R	RANGE
'	DEGREES
"	MINUTES OR FEET
+	SECONDS OR INCHES
FO	FOUND
CON	CORNER
S.P.C.	ST. IRON PAPER COMPANY
LD	LAND SURVEYOR BUSINESS
NO	NUMBER
CONC.	CONCRETE
MON	MONUMENT
OR# XXXX	OFFICIAL RECORDS BOOK NUMBER AND PAGE NUMBER

SHEET INDEX
 SHEET 1 - DEDICATION, MANAINTENANCE
 SHEET 2 - BOUNDARY AND LOT INFORMATION
 SHEETS 3 THROUGH 6 - EASEMENT DETAILS

TAX COLLECTOR'S STATEMENT
 I, GREG PERDUE, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR _____ TO THE BEST OF MY KNOWLEDGE.

GREG PERDUE
 BAY COUNTY TAX COLLECTOR

CITY ENGINEER'S CERTIFICATE
 I, KELLY P. JENKINS, CITY ENGINEER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA, SIGNED THIS _____ DAY OF _____ 2019.

KELLY P. JENKINS, P.E.
 CITY ENGINEER, CITY OF PANAMA CITY BEACH, FLORIDA
 FLORIDA LICENSE NUMBER 39102

CITY MANAGER'S CERTIFICATE
 I, HAROLD GABERT, CITY MANAGER FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE EXAMINED THIS PLAT AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN THE CITY OF PANAMA CITY BEACH, FLORIDA, SIGNED THIS _____ DAY OF _____ 2019.

HAROLD GABERT, CITY MANAGER
 CITY OF PANAMA CITY BEACH, FLORIDA

CITY COUNCIL APPROVAL
 ME, THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, HEREBY CERTIFY THAT THIS PLAT AND DEDICATION, TOGETHER WITH ALL CERTIFICATES SHOWN HEREON, HAVE BEEN EXAMINED IN REGULAR SESSION AND FULLY APPROVED BY A MAJORITY OF THE COUNCIL, AND HEREBY ORDERED FILED FOR PERMANENT RECORD. THIS _____ DAY OF _____ 2019.

PAUL LASIO WARD 1	PNE GASTER, VICE MAYOR WARD 2
GEOFF MCCONNELL WARD 3	HECTOR SOLIS WARD 4
MIKE BOWMAN, MAYOR	

COUNTY CLERK'S CERTIFICATE
 I, BELL KEMMEL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD ON THE _____ DAY OF _____ 2019 IN PLAT BOOK _____ PAGES _____.

BELL KEMMEL
 CLERK OF THE CIRCUIT COURT
 BAY COUNTY, FLORIDA

CITY SURVEYOR'S CERTIFICATE
 I, FREDERICK E. BARKER, AS CITY SURVEYOR UNDER CONTRACT TO AND FOR THE CITY OF PANAMA CITY BEACH, FLORIDA, HAVE REVIEWED THIS PLAT AND HEREBY CERTIFY THAT IT COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 171, PART I, FLORIDA STATUTES.

FREDERICK E. BARKER, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 15059

SURVEYOR'S CERTIFICATE
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 171, PART I, FLORIDA STATUTES, AND THAT MONUMENTATION HAS BEEN SET ON THE BOUNDARY AND LOT CORNERS.

H. TODD TRIDELL, P.L.S.
 LICENSE NUMBER 4508
 BUCHANAN & HARPER, INC.
 CERTIFICATE OF AUTHORIZATION NO. 2372
 170 WEST 8TH STREET
 PANAMA CITY, FLORIDA 32409

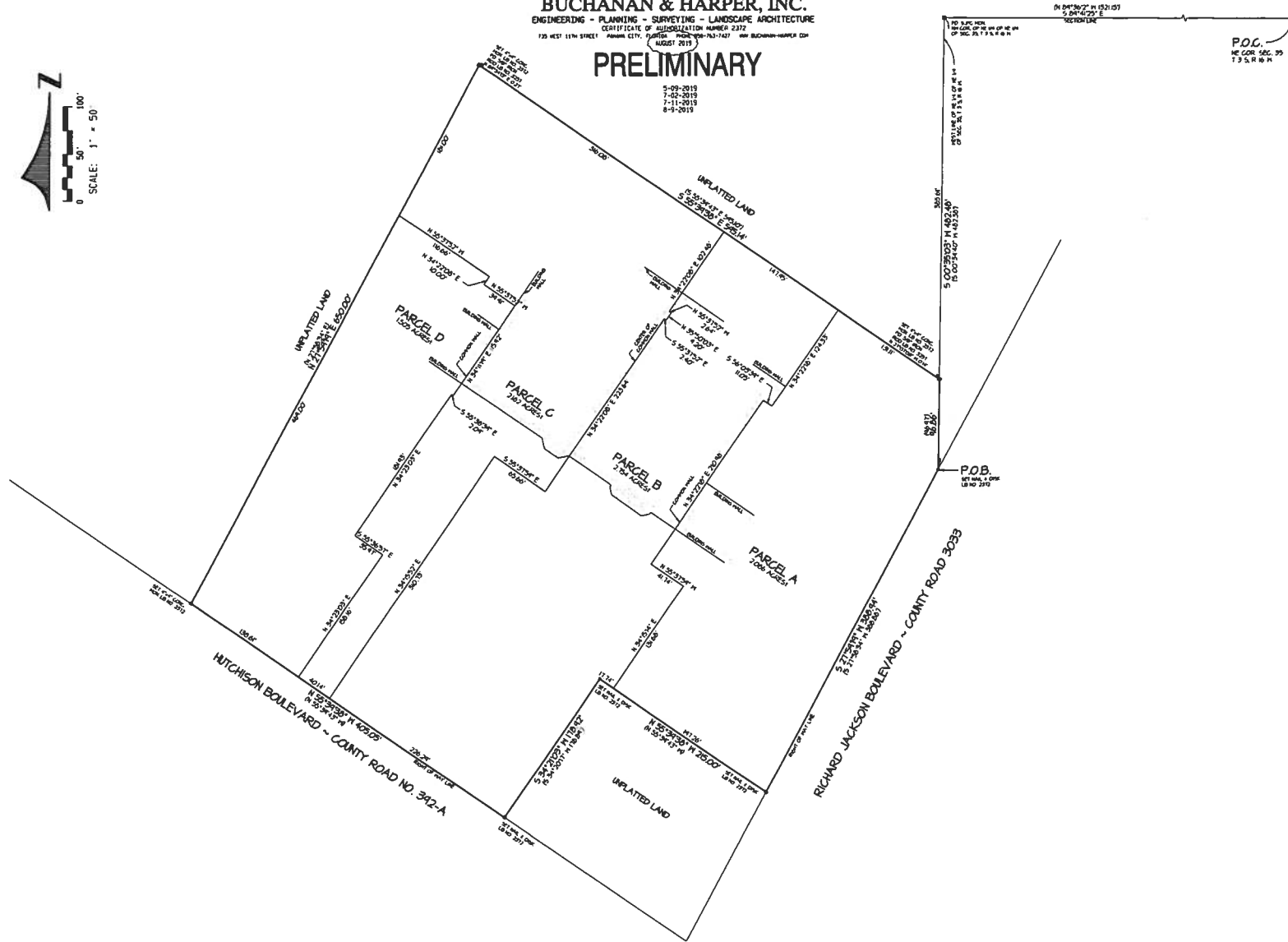
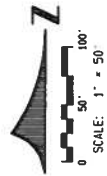
HUTCHISON PLACE SHOPPING CENTER

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, PANAMA CITY BEACH, BAY COUNTY, FLORIDA

PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2372
1725 WEST 11TH STREET, PANAMA CITY, FLORIDA 32404-7631-1427 WWW.BUCHANAN-HARPER.COM
AUGUST 2019

PRELIMINARY

5-09-2019
7-02-2019
7-11-2019
8-9-2019



P.O.C.
NO COR. SEC. 35
17 S. R. 16 W.

P.O.B.
SEC. 35, COR. 1, DIST. 1
16 W. R. 16 W.

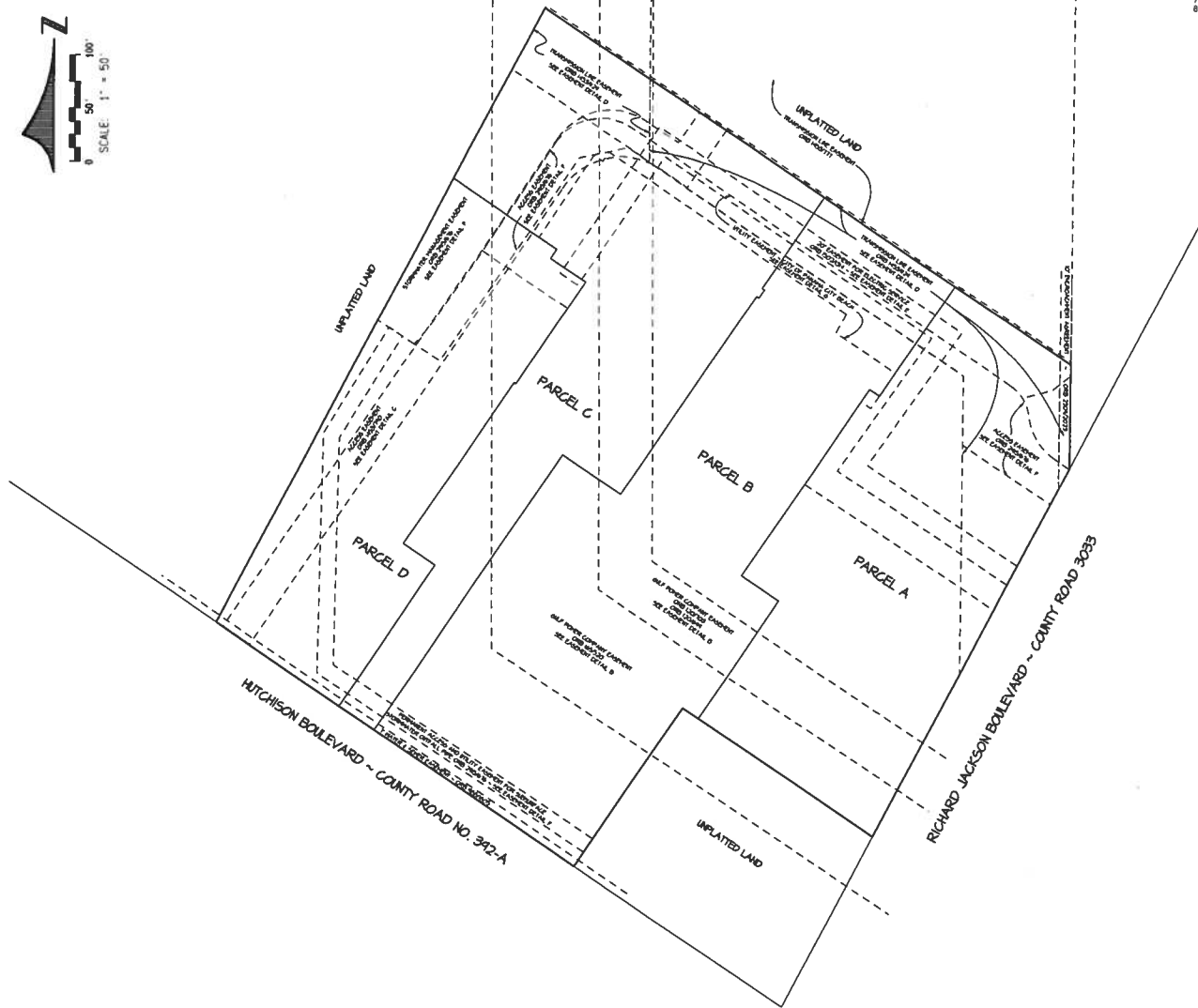
HUTCHISON PLACE SHOPPING CENTER

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, PANAMA CITY BEACH, BAY COUNTY, FLORIDA

PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2372
725 WEST 11th STREET PANAMA CITY, FLORIDA 32401-7437 WWW.BUCHANAN-HARPER.COM
AUGUST 2019

PRELIMINARY

5-29-2019
7-02-2019
7-11-2019
8-9-2019



EASEMENT DETAIL A

EASEMENT DETAIL A
SHEET 3 OF 6

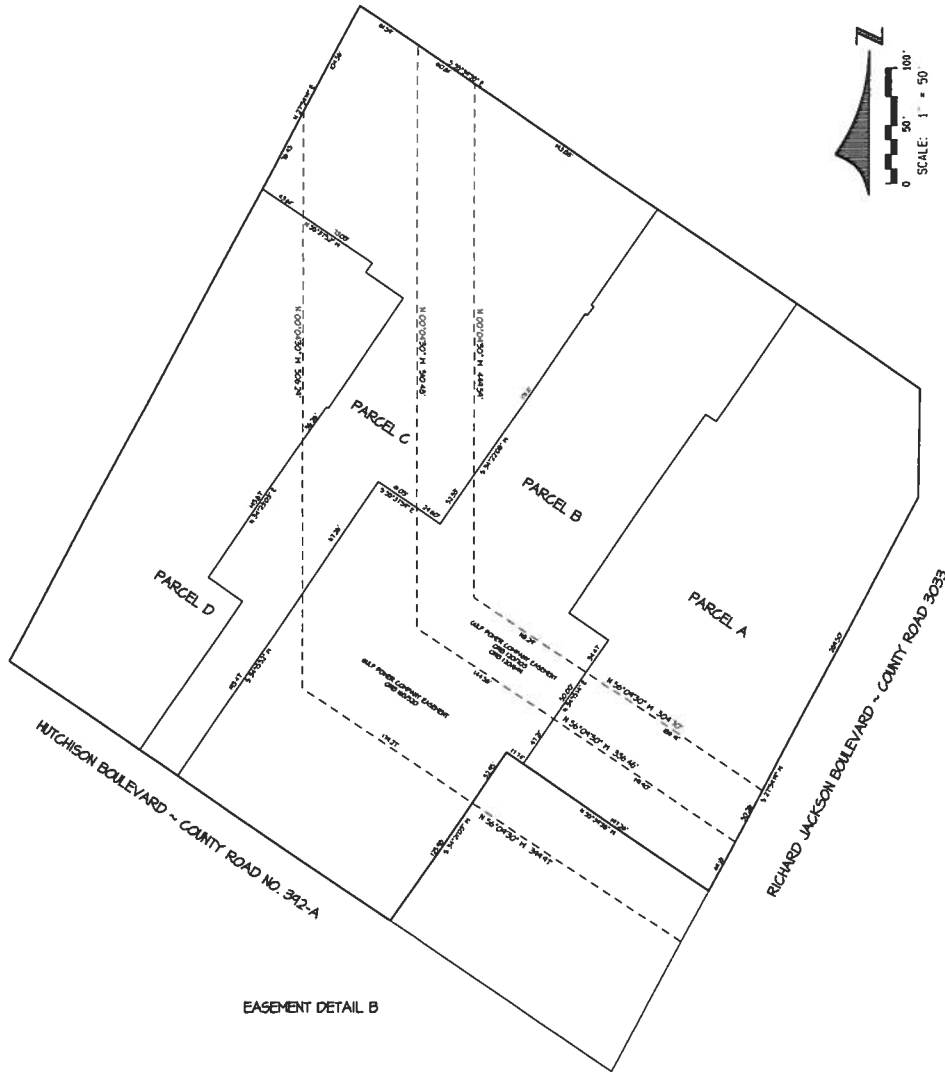
HUTCHISON PLACE SHOPPING CENTER

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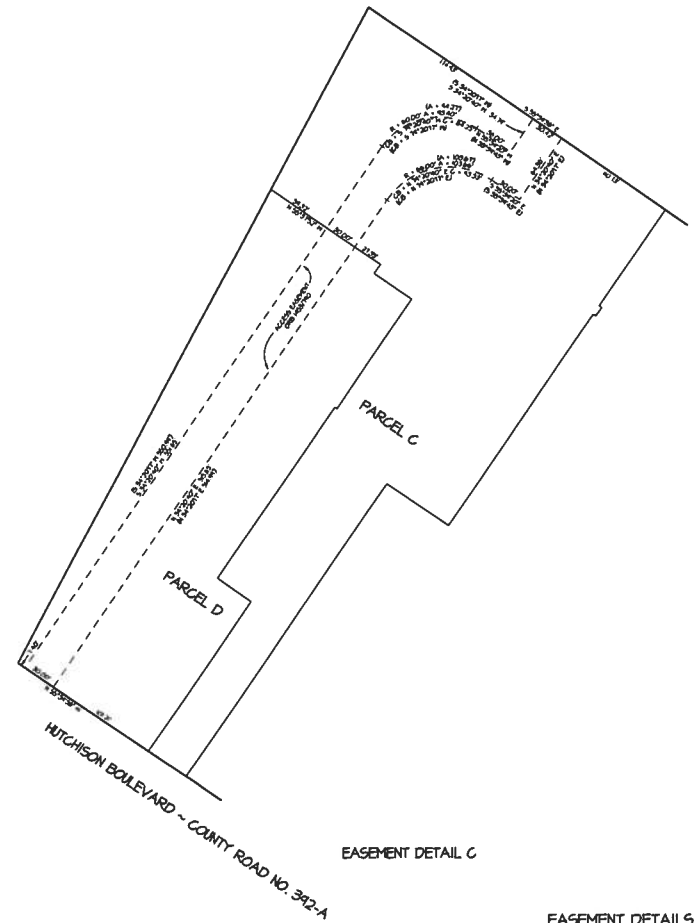
PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2312
725 WEST 11TH STREET PANAMA CITY, FLORIDA 32409-7427 WWW.BUCHANAN-HARPER.COM
AUGUST 2019

PRELIMINARY

5-09-2019
7-02-2019
7-11-2019
8-9-2019



EASEMENT DETAIL B



EASEMENT DETAIL C

EASEMENT DETAILS B & C
SHEET 4 OF 6

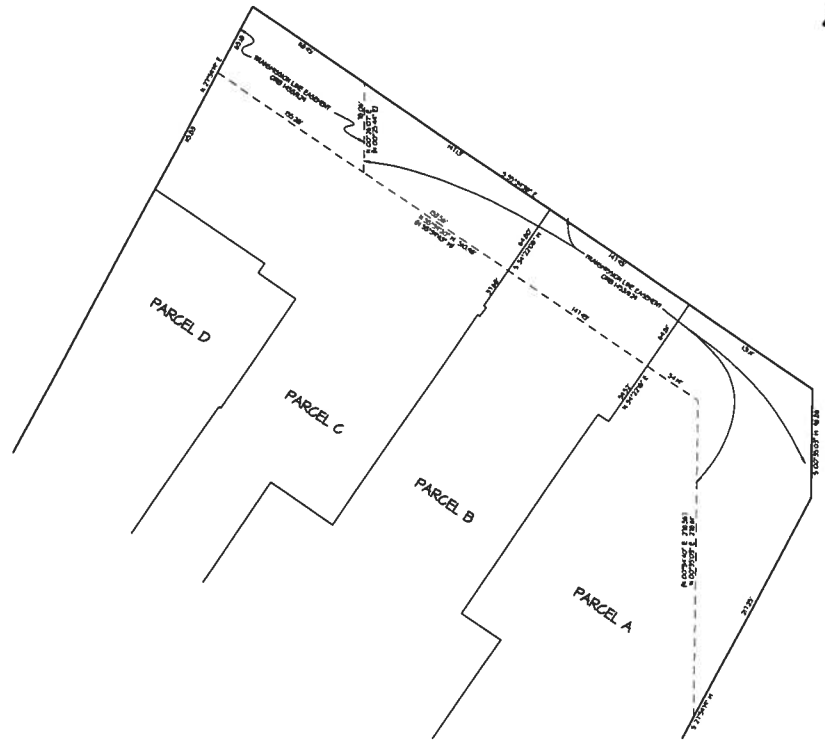
HUTCHISON PLACE SHOPPING CENTER

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, PANAMA CITY BEACH, BAY COUNTY, FLORIDA

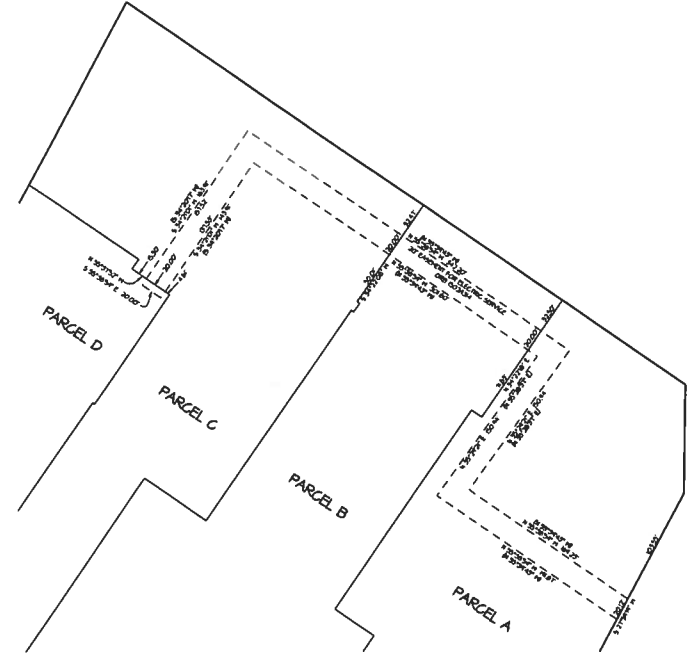
PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF REGISTRATION NUMBER 2372
1725 WEST 11TH STREET PANAMA CITY, FLORIDA 32409-7637 FAX 904-933-7427 WWW.BUCHANAN-HARPER.COM
AUGUST 2019

PRELIMINARY

5-09-2019
7-02-2019
7-11-2019
8-9-2019



EASEMENT DETAIL D



EASEMENT DETAIL E

EASEMENT DETAILS D & E
SHEET 5 OF 6

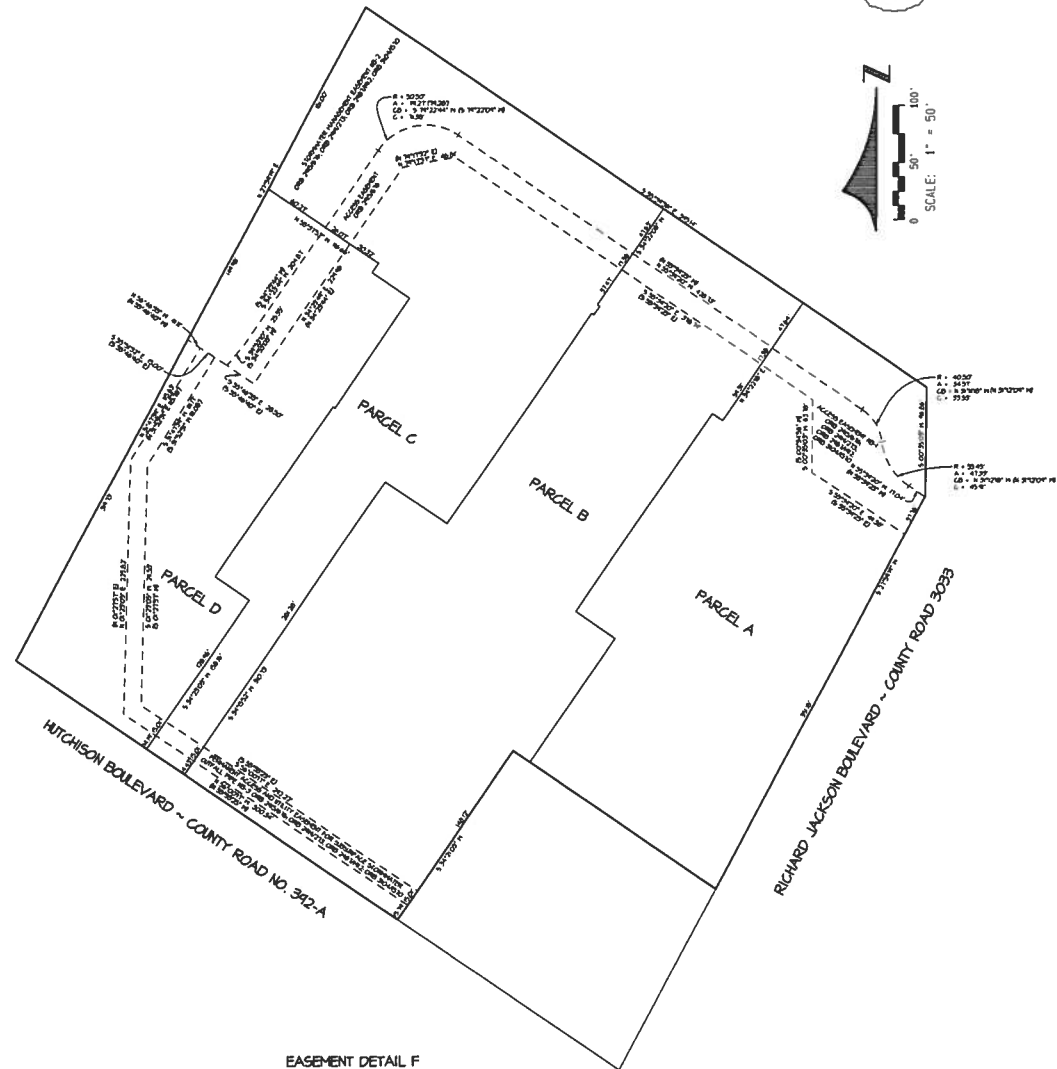
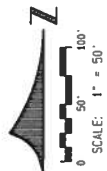
HUTCHISON PLACE SHOPPING CENTER

A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 WEST, PANAMA CITY BEACH, BAY COUNTY, FLORIDA

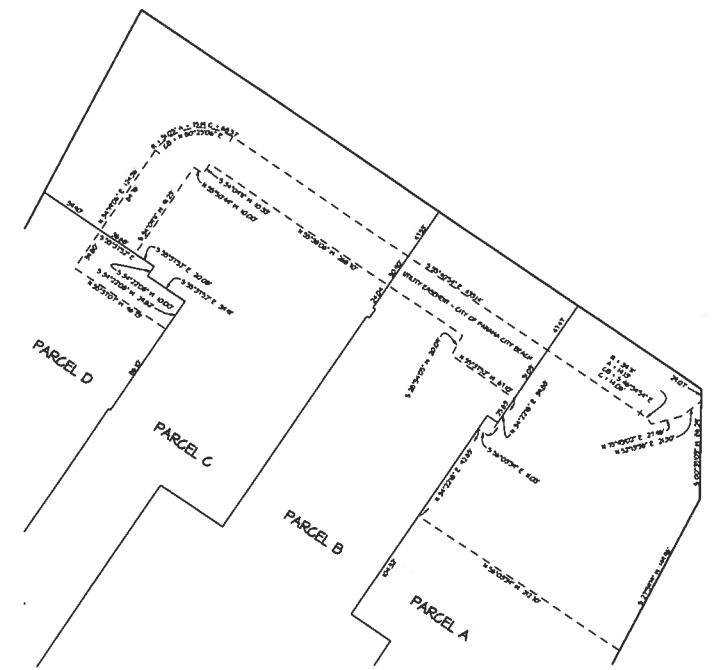
PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2312
128 WEST 11TH STREET PANAMA CITY, FLORIDA 32401-7427 PH: 904-763-4427 FAX: 904-763-4428
AUGUST 2019

PRELIMINARY

5-09-2019
7-02-2019
7-11-2019
8-09-2019
9-25-2019 ADDED EASEMENT DESIGNATIONS & ADDITIONAL RECORDING INFORMATION TO DETAIL F



EASEMENT DETAIL F



EASEMENT DETAIL G

EASEMENT DETAILS F & G
SHEET 6 OF 6

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/DEBBIE WARD, PIO

2. MEETING DATE:
OCTOBER 10, 2019

3. REQUESTED MOTION/ACTION:
Staff recommends approval of Resolution 20-10 to approve budget for expenses related to the City's recruitment of a new City Manager.

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)

After many years of service, City Manager Mario Gisbert has announced his retirement effective March, 2020.

Accordingly, the City is undergoing a national search for a new City Manager with assistance from Colin Baenziger & Associates, a Florida-based municipal executive search firm. The firm will thoroughly vet candidates and prepare information packets containing background checks, reference notes, resumes, a statement from each candidate and other relative materials for the Council. On November 25, the firm will submit the names and information of up to a dozen candidates to the Council for their consideration.

The City anticipates bringing in the Top 5 candidates for interviews with the Mayor and City Council December 11-15, with public interviews on Friday, December 13. The City currently has not budgeted for the costs associated with recruitment of these candidates. Staff has prepared an approximate budget of \$15,000 for expenses related to transportation, lodging and meals for the five candidates and their spouses.

Approval will authorize staff to expend funds hosting the candidates and their spouses. Staff recommends approval.

CITY MANAGER RECRUITMENT SITE VISIT BUDGET

Panama City Beach City Council

October 2, 2019

TRANSPORTATION

Air fare for up to 10 (CM candidates and their spouses) and car rentals for five \$5,750

ACCOMODATIONS

Five hotel rooms for four nights \$2,620

MEALS/RECEPTION

\$2,250

INCIDENTALS

\$80

TOTAL BUDGET:

\$10,700

Propose \$15,000

RESOLUTION 20-10

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE COSTS RELATED TO THE CITY MANAGER SEARCH IN THE AMOUNT OF \$15,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City will incur expenses related to the City Manager search including transportation, lodging and meals up to Fifteen Thousand Dollars (\$15,000.00).

WHEREAS, a budget amendment is necessary for the expenditure of funds related to recruitment of a new City Manager.

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

1. The following budget amendment #2 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect the revenue to be received from the Grant and its expenditure for the purposes stated therein.
2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

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

No. BA # 2

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-1300-513.49-10	Other Current Charges	6,000.00	15,000.00	21,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	4,585,576.00	(15,000.00)	4,570,576.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
					0.00
		Check Adjustment Totals:	4,591,576.00	0.00	4,591,576.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds for costs related to the City Manager search including airfare, lodging, rental cars, meals, etc.

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

EXHIBIT A

AGENDA ITEM # 4