

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

MEETING DATE: JUNE 8, 2017
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR RAMON DUVAL OF THE BEACHSIDE FELLOWSHIP CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN REICHARD
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE REGULAR MINUTES OF APRIL 27 AND MAY 11, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN REICHARD
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
 - 2 "ROTARY FOUNDATION WEEK" PROCLAMATION & PRESENTATION.
- VIII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- IX. CONSENT AGENDA
 - 1 *RESOLUTION 17-100, REPAIR OF VERTICLE TURBINE PUMP AT WWTP. "A Resolution of the City of Panama City Beach, Florida, approving a purchase from AAG Electric Motors & Pumps, Inc., relating to the repair of a vertical turbine pump for the City's Wastewater Treatment Plant in the total amount of \$12,790.24."*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1 & 2	MG	ORDINANCE 1415, PROHIBITING OVERNIGHT SCOOTER RENTALS, 2ND READING, <u>PUBLIC HEARING</u> AND ADOPTION (CONTINUED). ORDINANCE 1416, AMORTIZATION OF SCOOTER RENTALS, 2ND READING, <u>PUBLIC HEARING</u>, AND ADOPTION (CONTINUED). <ul style="list-style-type: none">• City Attorney reading of Ordinances by title and overview of today's process.• Completion of presentation re 3 year period.• Opportunity for Industry Presentations (10 minutes for each of the 5 businesses)<ul style="list-style-type: none">◆ California Cycles◆ Classic Rentals◆ Hangout By the Sea◆ King of Scooters◆ Sara Scooters• City Attorney Summary Statement & message to Council.• Council deliberation & separate votes of each Ordinance.

**NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE
WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".
THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.**

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

PRESENTATION 1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

Be It Known That

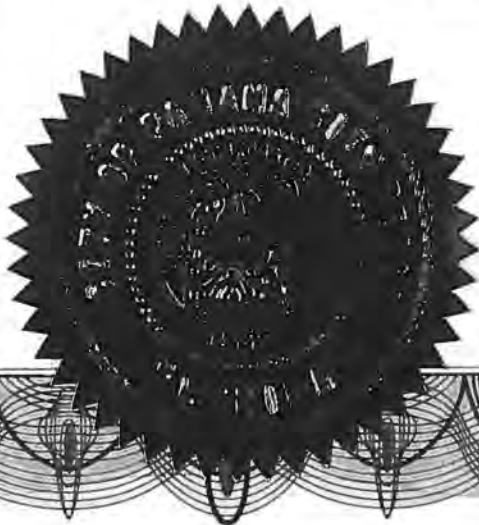
Snow Hatton

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 8th of June, 2017



MAYOR MIKE THOMAS

PRESENTATION 2



~Proclamation~

A PROCLAMATION DESIGNATING
JUNE 10-14, 2017 AS
"ROTARY FOUNDATION WEEK"

WHEREAS, the first Rotary Club was chartered on February 23, 1905, in Chicago, Illinois, and now Rotary International has 35,000 clubs in 120 countries with 1.2 million members worldwide; and

WHEREAS, at the Rotary International Convention in 1917, then President Klumph announced the creation of an endowment for the purpose of "doing good in the world", now known as the Rotary Foundation; and

WHEREAS, the Rotary Foundation provides more than \$200 million each year in program awards, supporting projects around the world in six areas of service, including disease prevention and treatment, water and sanitation, economic and community development, basic education and literacy, maternal and child health, and peace and conflict prevention/resolution; and

WHEREAS, the Rotary Foundation, through its PolioPlus program, has financially supported Rotary International's efforts to eradicate polio from the face of the Earth; and

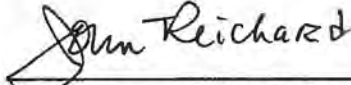
WHEREAS, Rotary International began its polio eradication efforts in the 1980's and was subsequently joined by the World Health Organization & the CDC to create the Global Polio Eradication Initiative; and

WHEREAS, when Rotary International began its efforts, there were 350,000 new cases of polio each year; and by 2016, that number had been reduced just to 42 cases worldwide, and through May 9, 2017, only 5 cases of polio have been reported so far this year;


NOW, THEREFORE, the City Council of the City of Panama City Beach in appreciation of the work and the good deeds of the beach's two Rotary Clubs, the Rotary Club of the Emerald Coast and the Rotary Club of Panama City Beach, declare June 10-14, 2017 as "ROTARY FOUNDATION WEEK" in Panama City Beach.



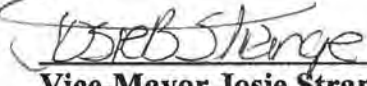
Mayor Mike Thomas



Councilman John Reichard
Ward 1

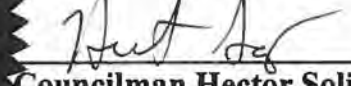


Councilman Phil Chester
Ward 2



Vice-Mayor Josie Strange
Ward 3





Councilman Hector Solis
Ward 4

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 8, 2017

3. REQUESTED MOTION/ACTION:

Approve the repair of a vertical turbine pump from the City wastewater treatment plant in the amount of \$12,790.24.

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)

Attached for your information is a proposal from AAG Electric Motors & Pumps, Inc. to repair a large City owned vertical turbine pump. It is one of three identical pumps the City has installed at its wastewater treatment plant (WWTP) to move treated wastewater to the reclaimed water storage tanks for irrigation use or to the reject pond. Each year, one of the pumps is pulled for inspection and routine servicing. The combined labor and materials charge for this work has historically not exceeded the City Manager's purchasing authority of \$10,000, but this year the cost for repairs on this particular pump totals \$12,790.24. The breakout of parts (\$8,865.24) and labor (\$3,925.00) appears to still be within the City Manager's authority.

By way of comparison, replacing most of the pump except for the discharge head would cost \$54,877. Staff recommends approval of the pump repairs by AAG and further recommends the City Council authorize the City Manager to issue a purchase order in the amount of \$12,790.24 for the repair work.

CONSENT
AGENDA ITEM # 1

RESOLUTION 17-100

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PURCHASE FROM AAG ELECTRIC MOTORS & PUMPS, INC. RELATING TO THE REPAIR OF A VERTICAL TURBINE PUMP FOR THE CITY'S WASTEWATER TREATMENT PLANT IN THE TOTAL AMOUNT OF \$12,790.24.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and AAG Electric Motors & Pumps, Inc., relating to repair of a vertical turbine pump for the City's wastewater treatment facility influent screens, in the amount of \$8,865.24 for parts and \$3,295.00 for labor for a total amount of Twelve Thousand Seven Hundred Ninety Dollars and Twenty Four Cents (\$12,790.24), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk



AAG Electric Motors & Pumps, Inc.
2340 Industrial Drive
Panama City, Florida 32405
850-763-9386

April 25, 2017

City of Panama City Beach
Attn: Kevin

AAG Job # 19848

AAG Services is pleased to offer the following quote for your consideration.

PUMP REPAIR **Peerless 26HH-OH**

1ea. New Upper Line Shaft 2.1875"x 60" 416ss	\$ 1,450.00
1ea. New Intermediate Line Shaft 2.1875"x74" 416ss	\$ 1,450.00
1ea. New Impeller Shaft 416ss	\$ 2,010.00
1ea. New Stuffing Box Bearing	\$ 325.00
1ea. New Dirt Cap	\$ 188.00
3 each Stainless Steel Threaded Shaft Couplings	\$ 428.80
1 each New Suction Bowl Bearing	\$ 325.00
1ea. Rubber Spider Bearings	\$ 155.44
2 ea. New Bowl Bearing	\$ 590.00
Hardware, Gaskets and Sealant	\$ 118.00
Belzona 5811 for Exterior Coating of Pump	\$ 775.00
Belzona 5811 for Interior Coating of Pump	\$ 775.00
Blast Media Complete Pump Housing and Bowl Assembly	\$ 275.00
Shop Labor: Disassemble, Clean and Blast Parts, Dynamic Balance Impeller, Coat Pump, Assemble, and Deliver	\$ 3,925.00
Total Pump Repair	\$12,790.24

New Goulds 26VIT-FFFM Vertical Turbine \$54,877.00
Price is FOB TX. 14-16 weeks ARO, Design conditions 9000GPM @ 34'TDH
New Goulds replacement pump is a "Head Down Replacement" reusing your existing
discharge head only. Discharge head will be sand blasted and coated with Belzona.

If you have any questions, please do not hesitate to contact me.
Thank you,
Keith Gay

CONSENT

**REGULAR AGENDA
ITEMS
1&2**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

LEGAL

2. MEETING DATE:

JUNE 8, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1415 PROHIBITING THE OVERNIGHT RENTAL OF MOTOR SCOOTERS YEAR-ROUND.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

As approved by the Council on May 11, 2017 this Ordinance amends section 22-101 of the Code of Ordinances to prohibit overnight rental of motor scooters. The discussions at the last legislative hearing have been incorporated into the recitals and the overnight rental prohibition itself clarified to enhance enforceability. As you can plainly see there has been no change in the ordinance's original purpose.

Following public hearing, the Council may adopt the ordinance as presented.

AGENDA ITEM # 1

ORDINANCE 1415

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCE RELATED TO MOTOR SCOOTERS; PROHIBITING THE OVERNIGHT RENTAL OF MOTOR SCOOTERS YEAR-ROUND; PROVIDING THAT OPERATION AFTER 7PM SHALL BE DEEMED A VIOLATION PUNISHABLE BY CIVIL PENALTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City Council has received numerous complaints regarding the operation of rented scooters over the years; and

WHEREAS, the City Police Chief has reported an increase in calls from private owners asking to trespass rented scooters from their property, and complaints from business owners regarding the movement of rented scooters through their properties; and

WHEREAS, the City Council has observed the frequent and recurring recreational use of scooters operating on sidewalks, boardwalks, parking lots, parking garages, weaving in and out of traffic, and the numerous traffic stops undertaken by law enforcement to address and curb such use which is in violation of state and local laws; and

WHEREAS, the Council finds that two material factors have combined to generate or increase the irresponsible behavior of the rented scooter operators which has become a public nuisance, namely (1) the fact that the scooters are rented in many, and probably most, cases as an amusement to ride-the-strip, to see and be seen, and not to "go to the grocery store," and (2) that the increase of traffic congestion on the City streets resulting from the growth of retail and accommodations has denied the rented scooter operators the use of the streets for amusement and so they weave in traffic and scoot along sidewalks, the right shoulder of the road, parking lots, all in conflict with pedestrians; and

WHEREAS, based upon personal experience and the observations of many who have spoken with the Council Members, the Council finds that the danger and nuisance of this irresponsible behavior is greater at night simply because, 'it is dark'; and

WHEREAS, the City Police Chief has stated scooter rentals at night present the biggest nuisance to the public and the greatest impediment to his department's protection of the visitors and residents of this City; and

WHEREAS, in November 2015 the Council enacted Ordinance 1351-L prohibiting overnight rentals of scooters in March of every year; and

WHEREAS, during March 2016 and 2017 the rented scooter nuisance at night was

Ordinance 1415

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abated, but recommenced immediately upon the expiration of the prohibition; and

WHEREAS, in order to gauge the effectiveness of extraordinary (and unsustainable) police enforcement of the traffic laws violated by rented scooters at night, the City made scooter traffic violations a priority during the first two weeks of April, 2017, using the mutual aid and extra officers the police department had acquired during March for college spring break; and

WHEREAS, the result of the extra effort and presence was that the scooters just migrated to where the police were not, literally like a Whac-a-Mole game; and

WHEREAS, the Council is aware that the scooter rental businesses disagree that the problem is greatest at night, and point to the fact that the number and time of tickets issued by the police do not support that conclusion, but the Council finds and determines that the number of tickets issued, day or night, does not accurately reflect the extent of the rented scooter nuisance for two reasons (1) as the Chief of Police testified, his officers have discretion in writing a ticket and he will not interfere with that discretion, and (2) his firm, standing policy precludes his officers from chasing rented scooter violators because the scooters are too nimble and the risk to the public and his officers is too great, especially at night; and

WHEREAS, the scooter rental businesses, in opposition to this Ordinance, have stated before the Council that most of their rentals, sometimes as much as 90%, are overnight rentals; and

WHEREAS, based upon their personal observations, the Council finds that the number of instances of reckless rented scooter behavior is greatest at night; and

WHEREAS, there are approximately 870 rented scooters operating within the City; and

WHEREAS, numerous City businesses no longer allow scooters to enter their parking lots due to the reckless operation of the rented scooters in the lots, the lack of insurance coverage, a history of nuisance to pedestrians and property damage and associated risks presented by rental scooter drivers, and these problems are indicative of the problems on city streets and sidewalks being caused by rented scooters; and

WHEREAS, during the period of March 1 through April 13, 2017, the City Police Department conducted 3,162 traffic stops while also attempting to protect the public and investigate other crimes committed in the City; and

WHEREAS, during the first 13 days of April, 2017, the City Police Department received 19 citizen complaints, and rented scooters after 5:00 p.m. were involved in 81 traffic stops and 18 motor vehicle accidents which resulted in 104 traffic citations; and

WHEREAS, City Police Officers receive numerous requests to remove rental scooters from private property or are forced to arrange for the towing of vehicles following traffic citations or motor vehicle accidents. During the first 13 days of April, 2017, seven City Police Officers spent over an hour waiting on rental scooters to be towed which drains the City's resources and ability to protect the safety of the public; and

WHEREAS, the City Police Chief has observed that the March prohibition on overnight scooter rentals has been the most effective ordinance recently passed to curb threats to health, safety, and welfare; and

WHEREAS, the Council has received testimony from the Chief indicating that scooter operation is most in tension with local traffic in the evening when families get in their cars to go to dinner; and

WHEREAS, the Council finds that the operation of rented motor scooters is particularly dangerous at night because the congestion and proclivities of the visitors and the extraordinary demands placed upon law enforcement prevent adequate policing of scooter operation at night, in addition to the fact that typically visitors who rent scooters are unfamiliar with the area, and often are not skilled scooter drivers so that they become more easily confused and distracted in nighttime traffic with reduced visibility and the glare of artificial lights; and

WHEREAS, in addition, the cover of darkness coupled with the nighttime market for illegal substances and the ability of a limited number of skilled scooter drivers to nimbly maneuver scooters in traffic to evade law enforcement, combined, create an environment that is contrary to the City's goal of being a safe, drug-free and family-oriented tourist destination; and

WHEREAS, in light of these findings, the Council determines that the rental of motor scooters at night should be prohibited in order to protect the health, safety and welfare of all citizens and visitors in the City after dark; and

WHEREAS, the City Council finds that the prohibition of scooters during the month of March was an effective measure to enable law enforcement to focus on other matters; and

WHEREAS, the Council finds and determines that an immediate prohibition of the rental of scooters between 7pm and 7am daily is necessary to protect the health, safety and welfare of the City's residents and guests, and will enable the police department to focus on other law enforcement matters by reducing the disproportionate time the force must spend to police and respond to the secondary effects of this single industry; and

WHEREAS, the Council finds that immediately prohibiting the overnight rental of

Ordinance 1415

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scooters will not deny all beneficial or productive use of the current scooter inventory of rental businesses because daytime rentals will still be available and the scooters themselves retain economic value for sale or use for other purposes; and

WHEREAS, the Council is mindful that the scooter rental businesses directly affected by this Ordinance (and ultimately by Ordinance 1416 banning the rental of scooters entirely in three years, if adopted), have vigorously asserted that those laws will deprive them of significant future profits based upon their prior experience and they have promised to sue the City for those losses; and

WHEREAS, the Council has conducted numerous, lengthy and at times exhausting public hearings on the rented scooter problem and ways to lawfully address it, and the Council members have received literally countless comments, telephone calls and emails from the public and the affected businesses; and

WHEREAS, to paraphrase the Florida Supreme Court, the City Council understands that when it exercises its legislative power to enact ordinances such as this Ordinance (and Ordinance 1416 ultimately banning scooter rentals) it is acting as an arbiter of disputes among groups and individuals for the purpose of resolving conflicts among competing interests in the community; and

WHEREAS, after carefully considering all the information brought to it, and the experience and common sense of its members, and thoughtfully balancing (1) the burden placed on the public by the irresponsible behavior of the rented scooters on public and private property, against (2) the infringement upon the property rights of the very few businesses who have been grandfathered into the continued operation of their scooter rental business, and notwithstanding that those five businesses contend that they are able to make large profits from the rentals, the Council determines that the health, safety and welfare of the public must prevail and that, to quote the United States Supreme Court in a case very similar to this one:

"It is true that [the scooter rental businesses] must bear the costs of these regulations. But, within limits, that is a burden borne to secure the advantage of living and doing business in a civilized community. We hold that the simple prohibition of the sale [here rental] of lawfully acquired property does not effect a taking in violation of the Fifth Amendment."

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

SECTION 1. From and after the effective date of this ordinance Section 22-101 of

Ordinance 1415

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the Code of Ordinances of the City of Panama City Beach, related to overnight vehicle rentals is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-101. - Overnight rentals ~~and operation of rented motor scooters at night prohibited during college spring break.~~

~~As used here, college spring break means the period commencing March 1 at 12:01 a.m. and ending March 31 at 11:59 p.m. each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized here.~~

(1) ~~No person who makes a scooter available for~~ **shall rent or shall** make a scooter available for rent, **or permit another to rent or make available for rent,** ~~overnight, or rent a scooter overnight or between~~ **7pm and 7am**~~sunset and sunrise each day, during college spring break.~~

(2) **The act of providing, renting, or delivering a motor scooter, or the solicitation of that service or good within the City for use or possession during the period between 7pm and 7am daily is prohibited and shall be punishable pursuant to the schedule set forth in Section 22-105.6. Failure of the owner of a rented scooter, or of any agent of the owner engaged in the provision, rental or delivery of a motor scooter, to include in the rental agreement a requirement that the scooter be returned before 7pm on the same day rented shall be deemed an unlawful provision by such person of a motor scooter for overnight use or rental. Any act by the owner of a rented scooter or by an agent of the owner which would create a belief in the mind of a reasonable rental customer that the owner or agent will not object to a failure to return the rented scooter before 7pm on the day rented shall be deemed an unlawful provision by such person of a motor scooter for overnight use or rental. Any rented scooter operated on the road at night (between one-half hour after sunset and one-half hour before sunrise as estimated by the times listed in any local publication or government website) during college spring break shall be confiscated and impounded by the City. Possession of the impounded scooter shall be surrendered to the owner of the scooter, or to his, her or its authorized representative, no sooner than the next business day and only after payment of an impound fee and storage fee in such amounts as may be established by resolution of the City Council from time to time based upon the charges negotiated by the city with private parties for those services.**

SECTION 2. The City finds that a violation of this Ordinance presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature.

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

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

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

SECTION 5. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
JUNE 8, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER SECOND READING OF ORDINANCE 1416 PROHIBITING THE RENTAL OF MOTOR SCOOTER RENTALS AFTER SEPTEMBER 8, 2020.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

First reading of this ordinance was previously approved by the Council on May 11, 2017. This Ordinance amends the City's Code of Ordinances to prohibit the rental of motor scooters after September 8, 2020, and also amends the Land Development Code to prohibit the use of land for motor scooter rentals after September 8, 2020. The affected parties may continue to operate and use of the property until that time in accordance with City regulations to amortize its investment in the property. The Ordinance provides for an administrative petition of the amortization period by an affected party.

Following public hearing, the Council may adopt the ordinance as presented or amended, or may instead continue the public hearing to a future date for final consideration and action.

ORDINANCE 1416

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, PROHIBITING THE RENTAL OF MOTOR SCOOTERS; AMENDING THE CITY'S CODE OF ORDINANCES TO PROHIBIT THE RENTAL OF MOTOR SCOOTERS AFTER SEPTEMBER 8, 2020; AMENDING THE CITY'S LAND DEVELOPMENT CODE TO PROHIBIT THE USE OF LAND FOR MOTOR SCOOTER RENTALS AFTER SEPTEMBER 8, 2020, AND TO EXTINGUISH THE GRANDFATHERING OF MOTOR SCOOTER RENTALS AS NON-CONFORMING USES; PROVIDING A METHOD FOR AFFECTED PARTIES TO SEEK LIMITED RELIEF FROM THE USE PROHIBITION ESTABLISHED BY THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BACKGROUND RECITALS

WHEREAS, the City of Panama City Beach is a tourist destination frequented by tens of thousands at a time; and

WHEREAS, while drawn to the City by the beach, visitors look for other forms of amusement off the beach as well; and

WHEREAS, several decades ago rental scooter businesses began operating in the City and provided an entertaining means of touring the City; and

WHEREAS, over the years the rental of scooters has proven itself to be a popular form of amusement, as demonstrated by the increasing number of motor scooters registered with the City over the years; and

WHEREAS, as the popularity of rental scooters increased the behavior of scooter operators became noticeably dangerous as traffic violations were more common among rental scooter than other vehicles. This problem was amplified by the lack of training, supervision, and oversight practiced by the rental scooter businesses; and

WHEREAS, as this popularity increased it became clear that this amusement attracted visitors who were, on average, inexperienced youthful drivers who enjoyed "playing in the road" as a group. This dangerous activity has become a staple of the rented scooter experience so much so that the City believes it is engrained in the City's

reputation.

WHEREAS, irresponsible driving behavior by scooter renters has become so common that it frequently affects visitors and residents who are all-to-often forced to modify their own behavior or routes of travel to compensate for this irresponsible behavior, or else fall victim to a motor vehicle accident involving a renter scooter; and

WHEREAS, because neither safety equipment nor insurance are required under state law for motor scooters, parties to a motor vehicle accident involving a motor scooter (especially a rented motor scooter) are at risk of greater damages than in a conventional motor vehicle accident as the scooter driver is entirely unprotected (physically and fiscally) from the effects of the collision and the other party is left without adequate compensation for the losses sustained; and

WHEREAS, the City's efforts to regulate rental scooter businesses to improve the behavior of the industry and its customers have been long and varied, and reflect the longstanding tension between the associated and varied problems observed by the City arising from the rental of scooter and the popularity of rented scooters with tourists, to wit,

- in 1993, the City adopted Ordinance 416, requiring rented scooters to be registered to regulate a variety of issues created by the industry; and
- in 1994, the City passed Ordinance 450-E to protect consumers by regulating the deposits charged for scooter rentals and requiring that safety equipment be available at no charge; and
- in 1995, the City passed Ordinance 450 in response to the increasing number of accidents, injuries, and property damage resulting from rented scooters. The findings of the City in Ordinance 450 are incorporated herein by reference; and
- In 1997, the City passed Ordinance 518 in reaction to an overwhelming number of visitor complaints of excessive security deposit claims for alleged damaged. The City, concerned over the damage to its reputation as a tourist destination, placed limits on security deposits to curb further abuse and excessive claims; and
- In 2002, the City passed Ordinance 747 declaring motor scooter rentals a conditional use and placing additional conditions on motor scooter rental businesses to prevent disturbances of residential neighborhoods; and
- In 2013 the City passed Ordinances 1236 and 1267 which again attempted to address the constant stream of complaints over customer deposit abuses by the motor scooter rental industry. The City also passed Ordinance 1256 requiring inspections of rental scooters to protect against unsafe scooters being rented to unwitting customers. The findings of the City in Ordinance 1236 are incorporated herein by reference; and

Draft dated 5.24.17 Rev. PM

- In 2014 the Council adopted several ordinances (1310, 1312 and 1315) to address the exploding number of scooter rentals and dangerous conditions that explosion presented to the visitors and residents;¹
- In 2015, finding that the number of rental scooters more than doubled between 2007 and 2015, the City adopted Ordinance 1337 which required rental scooters businesses carry liability insurance and that operators wear safety vests. The City's findings in Ordinance 1337 are incorporated herein; and
- In 2015, the City adopted Ordinance 1351-L, to address these long-standing issues by requiring a reduction in motor scooter inventory over three years and re-zoned motor scooter rental businesses as a non-conforming use under the City's Land Development Code. The City's findings at that time reflected the Council's desire to prevent phasing out motor scooter rental businesses entirely. The City's findings in Ordinance 1351-L are adopted herein by reference.

RECENT DEVELOPMENTS

WHEREAS, although the present inventory of registered scooters rented in the City have been reduced to approximately 867 units and 902 medallions, the problems with the behavior of rented scooter operators continue unabated; and

WHEREAS, since January 1, 2017 through May 23, 2017, the Panama City Beach Police department wrote 305 rented scooter traffic citations, made 319 rented motor scooter stops and worked 56 rented motor scooter crashes; and

WHEREAS, the number of scooter rentals per day and the typical reckless and often illegal driving behavior of rental operators create an impracticable strain upon City resources and siphons those valuable resources from other important police work; and

WHEREAS, the City is fortunate to enjoy a robust and growing tourism and more recently local and regional retail economy which has resulted in the expansion of major roads and connectors and even more significant increases in the number of vehicles on those roads because the City is linear, being 8 miles long but only one-mile-wide with only three, parallel thoroughfares, all of which combined has resulted in increased congestion on City streets; and

WHEREAS, the materially increased congestion and size of City roads and intersections of roads have made it increasingly dangerous for inexperienced operators

¹ In 2015, City Police initiated 887 traffic stops involving motor scooters, issued 545 traffic citations to rental motor scooter operators, and investigated 124 motor vehicle accidents involving rental motor scooters.

of rented scooters to operate and, frequently play, in the streets; and

WHEREAS, additionally the increased congestion has created greater and greater incentives for the operators of rented scooters to take short cuts through parking lots, on pedestrian sidewalks, on the pier board-walk, and generally through private or quasi-public property where through traffic of any kind is inappropriate, and frequently when those areas are occupied by pedestrians; and

WHEREAS, the parking lot problem has become so severe that numbers of private businesses now prohibit scooter operators from entering their parking lots even though the operators could be potential customers, and have expressed that they have no choice because the rented scooters are operated so recklessly within their parking lots; and

WHEREAS, the limits of the City's infrastructure capacity, resources to police dangerous, disrespectful and, frequently simply mindless, behavior of the rented scooter drivers, combined with the sheer volume of rented motor scooters on the street have materially and adversely impacted the tourists' experiences and the residents' quality of life; and

FOCUS ON BEHAVIOR

WHEREAS, prior to roughly 2014 and the explosion of the number of rented scooters, the City's primary focus in regulating the operation of scooter rental business on site was to curb the excesses of some businesses in overcharging deposits and other business practices;

WHEREAS, with the explosion in the number of scooters, and the congestion of other vehicles on the roads, the City was forced to shift its focus from the business activity at the rental site to the behavior of the customers of the businesses out on the road; and

WHEREAS, in a novel and unprecedented effort to make the youthful and exuberant operators of rented scooters more self-conscious of their surroundings and less likely to engage in reckless and dangerous activity, the city by law, Ordinance 1337, adopted a three prong effort:

- first, as a condition of making the rental contract, the rental business was required to have each customer read a safety brochure and sign it, giving the customer top-of-mind realization of the fact that he or she was about to operate a vehicle on a highway, not just an amusement ride in a field somewhere, and,
- second, requiring the customer to have that signed brochure in his or her possession while operating the scooter, eliminating the possibility that the customer could ever plead ignorance or accident if observed driving

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recklessly, and

- third, requiring the customer to wear a brightly colored vest to continuously remind the customer that he or she was operating a transportation vehicle on a public road, not a trail bike in the woods, and moreover to give other drivers notice that the scooter was being operated by a potentially inexperienced and distracted driver in a foreign traffic system; and

WHEREAS, the City noticed a dramatic reduction in dangerous driving by renters upon the enforcement of Ordinance 1337, but this reduction was short lived following a finding by the First District Court of Appeal that the City was preempted by state law from requiring the operators of rental scooters to wear vests while operating on a public street because the state has preempted the regulation of safety equipment required to exercise the privilege of driving on a public street; and

WHEREAS, the effect of the First DCA's Order has foreclosed the City's ability to specifically address the problems presented by the behavior of the customers of the scooter rental businesses operating within the City; and

WHEREAS, operators of motor scooter rental businesses opposed to City regulation ironically have testified before the City Council on several occasions that no matter what they do or try, they are unable to control the behavior of their customers after they leave the business, presumably seeking sympathy from the Council to minimize the regulation of the industry when in fact this testimony has the opposite effect; and

WHEREAS, at the first reading of this ordinance numerous representatives of one scooter rental business appeared in opposition united by all wearing a red t-shirt emblazoned with its business name and slogan, which is "Ride it Like You Stole It;" and

WHEREAS, Urban Dictionary defines "Drive It Like You Stole It" as "Drive fast; drive as if you stole the car and the police are after you - - to drive a vehicle faster and more recklessly than it should be driven, acting as if you aren't the one paying for the repairs;" and

WHEREAS, the City has attempted everything within its home rule authority to improve or remove the danger and nuisance posed by the behavior of the customers of the scooter rental businesses but its unsuccessful attempts to dampen the unacceptable behavior of the customers of those businesses, and the refusal or inability of the industry itself to do so, have left no effective legislative alternative within its authority other than to make the rented-scooter resource unavailable to the visitors to the beach by prohibiting the rental of them; and

WHEREAS, despite the popularity of the rented-scooters and the benefit of this

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amusement to the tourism industry which is the lifeblood of the City, the Council regretfully finds that a prohibition is in the best interests of the City, is of great public need, and is the most reasonable measure left available to the Council to protect the health, safety and welfare of the community and the reputation of the City as a safe and comfortable tourist destination and the benefit to the public outweighs the loss to the affected parties; and

WHEREAS, the City possesses home rule powers to legislate on any matter not inconsistent with general law or special law, and is specifically authorized to create and implement a plan of zoning uses, and to amend the list of uses that are permitted or prohibited; and

WHEREAS, in order to deny access to the rented-scooter resource the City in the exercise of its police power is prohibiting the conduct of renting a scooter anywhere within the city, and repealing the grandfather status of the non-conforming use of the scooter rental use under the City's Land Development Code, both effective September 8, 2020.

NOT A TAKING

WHEREAS, Florida takings law is settled that compensation for lost profits and business loss are creatures of statute, and there is no statute in Florida that commands compensation for profits lost or business damages resulting from the prohibition of renting scooters within the City; and

WHEREAS, the City Council is nonetheless mindful that to prohibit the rental of scooters in the City immediately would disappoint visitors accustomed to renting scooters during their visits to Panama City Beach and could constitute a regulatory taking of the market value of the scooters being rented today; and

WHEREAS, the Council desires to ensure that the businesses affected by this ordinance not only have sufficient time to recover their investment in purchasing scooters to rent, but also to develop alternative business models and encourage their customers to enjoy those alternatives as part of the "Real. Fun. Beach." experience; and

WHEREAS, Florida has long recognized the power of municipalities to amortize nonconforming uses as valid exercise of the police power; and

WHEREAS, the City Council has considered:

- the average cost of a scooter;
- the average rental price of a scooter for a half day and a whole day;
- the fact that the City may prohibit full-day (overnight) rentals;
- the length of the summer seasons;

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- the fact that on weekends during the summer season the scooter rental businesses appear to be at full capacity, and that during the weekdays during that season they appear to be at 80% capacity;
- that a 10% allowance for repair downtime and dislocation of scooter inventory is reasonable;
- that it is reasonable to assume that gross income from scooter rentals be apportioned 1/3 to overhead, including employee salaries, 1/3 to profit and 1/3 to cost of goods sold (here rented) meaning that 1/3 of gross revenue is available to amortize the market value of scooter inventories;
- the fact that current scooter inventories include units which are two or more years old and have depreciated in value;
- the fact that the industry advertises for sale used scooters at a remarkably high portion of the average purchase price.

WHEREAS, the Council has considered the time necessary to allow motor scooter rental businesses to recoup the unrealized investments in their current scooters and wishes to provide each affected party sufficient time to recoup those investments; and

WHEREAS, based upon the above considerations, using only half day rentals, and ignoring both the availability of the fall and winter months for rentals, and ignoring the residual value of scooters on resale after being taken out of rental, the City Council finds that a period ending September 8, 2019 is a reasonable time and wholly adequate for the rental scooter owners to recoup any unrealized investment in their rental scooter inventory and other directly related property; and

WHEREAS, the Council desires to provide each affected business more than sufficient time to recoup their investment in scooters and develop alternative lines of business, and also to allow the visiting public to become familiar with the change and therefore has extended the reasonable amortization period from an expiration on September 8, 2019 to September 8, 2020;

WHEREAS, on April 13, 2017, the Council preliminarily determined that the rental of motor scooters should be phased out in the City altogether over a reasonable period that would allow businesses which rent scooters to achieve their investment expectations in the current inventory of scooters and enjoy the time and resources to develop other business models; and

WHEREAS, based upon the forgoing considerations, information available to it, the number of scooters registered with the City, the industry's testimony regarding the amount of scooter rentals per day and the average price of scooter rentals, the Council finds that an amortization period ending on September 8, 2020, will allow each business three tourist seasons in which it will be able to recoup those investments made prior to

April 13, 2017; and

WHEREAS, the Council finds a majority of the businesses currently renting motor scooters also make available for rent 4-wheeled, low speed street vehicles, such that a prohibition on the rental of two and three wheeled motor scooters would not be devastating over a three-year period during which the businesses could phase out the inventory of the motor scooters while keeping their inventory of 4-wheeled, low speed street vehicles; and

WHEREAS, Council finds that a phase out over three years will allow a grace period during which persons who currently rent motor scooters may continue to do so while developing alternate business models, and the visiting public may continue to enjoy the amusement but become aware that the scooters will not be available in the future; and

WHEREAS, recognizing that scooter rental businesses have a greater potential detriment than other uses, the City first designated motor scooter rental businesses as a conditional use, and then prohibited the use but grandfathered then existing businesses, but now finds that the irresponsible behavior of rented motor scooters is adversely affecting the health, safety and welfare of the residents and visitors to the City to such an extent that the grandfathered status of existing businesses should be extinguished; and

WHEREAS, the City Council has determined that the burden on the public of the irresponsible behavior of the scooter renters on the roads, sidewalks and private property of the City far outweighs the burden of the infringement upon the property rights of the very few businesses who have been grandfathered into the continued operation of their scooter rental businesses contrary to the public policies established several years ago in the City's Land Development Code; and

WHEREAS, the City recognizes that each scooter business is unique in its inventory of scooters and other property invested in the rented scooters, and its revenue, so to prevent any business from being unable to recoup its investment, the City has provided a fair and reasonable process by which the businesses may prove that it will be unable to recoup its investment by September 8, 2020; and

WHEREAS, the City petition process allows for either an extension of time for continued operation to prevent any taking of property without adequate opportunity to recover the unrealized investment in that property; and

WHEREAS, the City is authorized to establish and amend the actual list of permitted or prohibited uses within a zoning category, and finds it necessary and appropriate to prohibit scooter rentals; and

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WHEREAS, the City Council finds and determines that prohibiting the rental of scooters within the City will eliminate the problems associated with the behavior of the operators of those scooters; and

WHEREAS, City Manager is authorized to prohibit or regulate the use of heavily travelled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic pursuant to Section 19-50(a) (13) of the City's Code of Ordinances and Section 316.008(1)(h), Florida Statutes (2015), which action is subject to review by the City Council.

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

SECTION 1. The forgoing recitals are correct and express the legislative intent of the people of the City of Panama City Beach. In summation, the City Council finds that the rental of motor scooters in the City creates a continuing nuisance, that repeated attempts to diminish the irresponsible operation of rented motor scooters have been either expressly overruled or practically overcome by the sheer volume of rented motor scooters operated in the City, that even a reduction in the number of rented motor scooters has not substantially diminished the risk to the public traveling on the city's streets, that by the rental companies' own admissions they cannot control what the operators of rented motor scooters do and the City has been unable to abate this nuisance within its home rule authority, and therefore intends to prohibit such rentals entirely after September 8, 2020, unless any current business is able to establish by a preponderance of the evidence that it will be unable to amortize its investment within that time in which case it may be granted relief under this Ordinance.

SECTION 2. From and after the effective date of this ordinance, Article VI, of Chapter 22 of the Code of Ordinances of the City of Panama City Beach, related to

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AGENDA ITEM #

2

Vehicle Rentals is amended to read as follows (omitted text ~~stricken~~; new text underlined):

Chapter 22 TRAFFIC AND MOTOR VEHICLES

ARTICLE VI. VEHICLE RENTALS

...

Sec. 22-105.1 - Registration and inspection.

(a) Each amusement vehicle rented, leased or hired within the City shall be inspected and registered annually with the Chief of Police at the offices of the Police Department at such times as shall be specified by the Chief. The annual application for registration of each vehicle shall include:

- (1) The name, residence and mailing address of the owner, and
- (2) The name, location and mailing address of the rental, etc. business, and
- (3) The location of the business where the amusement vehicle will be offered for rental, and
- (4) A description of each type of vehicle to be rented by the business, including make, model and manufacturer, engine displacement, maximum brake horsepower, maximum seat height from ground, and whether equipped with pedals to permit propulsion by human power, and
- (5) The approximate number of vehicles of each type to be rented by the business, subject to a continuing obligation to promptly advise the Chief of Police of any material change in such number, and
- (6) A description of each type of protective headgear and eye protective device to be used, including manufacturer, make model and serial number, if any, and the approximate number of each type, and
- (7) Evidence satisfactory to the City of any financial responsibility required by law.

(b) Each application shall be accompanied by a registration fee in the amount of fifty dollars (\$50), plus one dollar (\$1) for each decal or medallion furnished, to defray the cost of enforcing the regulations contained in this Article.

(c) Each registration shall expire on December 31 next following issuance, regardless of the date of issuance. However, any medallion issued for a low speed vehicle which is not timely renewed by December 31 for the following calendar year shall be void and of no further use or effect.

(d) Each vehicle to be rented pursuant to this Article shall be inspected by the Chief of Police or his designee to confirm that the vehicle meets all applicable local, state, and federal safety standards, including but not limited to, confirming that the throttle, brakes, lights, blinkers and horn are in apparent working order, that the vehicle has a current tag and does not appear to leak fuel.

(e) If all conditions in the application and inspection are met, the Chief of Police or his designee shall supply and place upon each vehicle to be rented a decal or medallion, or both, in form and content specified by the Chief of Police or his designee, to identify the vehicle as a rental vehicle associated with the business renting the vehicle.

(f) Within 30 days after the amusement vehicle registration period closes, the Chief of Police shall submit to the City Council the current inventory of each type of amusement vehicle registered for rental in the City and recommend whether further regulation is necessary.

(g) A motor scooter may not be registered with the City under this section unless the scooter was registered prior to April 13, 2017, or the owner of such motor scooter has provided prior to June 1, 2017, clear and convincing evidence of having entered a legally binding agreement to purchase the scooter and paid all or a portion of the purchase price of the scooter on or before April 13, 2017, and is unable to cancel the agreement and receive a return of the payment made, less a reasonable refund fee.

Sec. 22-105.2. Prohibition and attrition of the rental of motor scooters.

(1) On and after September 9, 2020, the act of providing, renting, or delivering a motor scooter, or the solicitation of that service or good, or the rental or hire of a motor scooter, within the City is prohibited.

(2) No motor scooter registered with the city as a rental shall be rented when it becomes unsafe, unfit or illegal for further use without repair or modification.

(3) It shall be unlawful and punishable as provided by law for any person to instruct or permit another to violate this section.

SECTION 3. After conducting multiple public hearings and having personal knowledge of the affected uses, in particular: (1) The cost of new motor scooters; (2) The historical record of the motor scooter businesses annually replacing their inventory with new scooters; (3) The residual value of used scooters annually sold by the local motor scooter rental businesses; (4) The history of motor scooter businesses operating at the capacity of their rental scooter inventory; (5) The average price of scooter rentals; (6) The ability for scooter to be rented multiple times per day; (7) The availability to continue to operate in the short-term vehicle rental marketplace; and (8) The location of each use and the variety of alternative uses readily available at each location; the City Council hereby finds and determines that a period commencing upon the announcement on April 13, 2017, of its intention to prohibit the rental of motor scooters and ending on September 8, 2020, exceeds and is a reasonable period to permit persons engaged in the business of motor scooter rentals to recover their investment.

From and after the effective date of this Ordinance, Motor Scooter Rental Uses may continue as non-conforming uses until September 8, 2020. The following sections of the City's Land Development Code are hereby amended as follows to prohibit the operation of existing scooter rental businesses as a non-conforming use after September 8, 2020 (omitted text ~~stricken~~; new text underlined; bold text not underlined is existing, current law):

1.07.02 Definitions

Amusement – A Use, Building or device intended or used primarily to entertain or amuse persons by means of physical or mechanical activity. Examples include, but not limited to, carnival type concessions; rides such as roller coasters, go-cart rides, giant slides, bumper cars, helicopter rides or acceleration and bungee rides; arcades with game machines; rentals of personal watercraft, sailboats, sailboards or water cycles; miniature golf courses; and parasail, kite or watershed rides. The term "**Amusement**" does not include rental of ~~mopeds, motor scooters or motorcycles.~~

Motor Scooter or Scooter – a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motorcycle at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in FS 316.03(77) (2015), and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2015)).
(Ord. #1351, 11/12/15)

Motor Scooter Rental or Scooter Rental – the provision, rental, or hire, or delivery of a **Motor Scooter** for any valuable consideration or the solicitation of that service or good.
(Ord. #1351, 11/12/15)

...

5.06.12 Motorcycle Rentals and Deliveries

Motorcycle rentals and delivery may be allowed in the CH zoning district subject to conditional use approval and compliance with the following conditions. These **Uses** are not allowable in the area lying south of a continuation of the centerline of Front Beach Road (Scenic Highway 98) through South Thomas Drive and Thomas Drive.

(Ord. #1254, 11/14/13; Ord. #1351, 11/12/15)

A. The **Use** must be located no greater than five hundred (500) feet from Front Beach Road, Thomas Drive or South Thomas Drive.

B. The **Use** must be located no closer than one thousand five hundred (1,500) feet to a **Single Family** zoning district (R-1A, R-1B, R-1C, R-1CT and R-0) or a limited **Multi-family** zoning district (R-TH and R-2).

C. On-site repair and maintenance activities are limited to equipment rented on site.

D. A minimum area of fifty (50) feet in width and eighty (80) feet in length shall be provided for training and practicing. Such area shall not be dedicated or used for any other purpose.

E. As part of the application, the applicant shall submit information and plans in sufficient detail to show the specific number of motorcycles to be associated with the property, as well as the specific location

where the motorcycles will be displayed, rented and stored on the property. If approved, the applicant shall submit to the Building and Planning Department the identification number of each ~~moped, motor scooter and~~ motorcycle available for rent prior to commencement of business operations. Such total number of motorcycles shall not exceed that approved by the Planning Board.

(Ord. #1351, 11/12/15)

F. The area dedicated to repair and maintenance shall be enclosed with a **Solid Faced** masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward.

G. One medium or large tree shall be required for every twenty (20) feet of side and rear property boundary. Any medium or large tree required by this section shall not be counted toward any landscaping otherwise required by this Code.

...

9.02.01 Continuation of Non-conforming Development

A. Subject to section 9.02.02, **Non-Conforming Development** may remain in **Use** and in place in its nonconforming state, if such **Development** is otherwise lawful and in existence on the date of enactment or subsequent amendment of this **LDC**. Notwithstanding the forgoing, **Motor Scooter Rental Uses** are subject to the limitations upon the number of **Scooters** at each location set forth in sub-section D of this Section.

B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair of nonconforming structures. A non-conforming structure may be issued a roofing permit, regardless of the other provisions of this section.

C. Where an existing **Use** is located in conformity with this **LDC** (or similar, preceding law), the subsequent establishment of a neighboring **Use**, which due to distance limitations would make the pre-existing use non-conforming, shall not cause the prior **Use** to be in violation of this **LDC**. Such **Use** shall not become a non-conforming **Use** but shall continue as if a lawful, conforming **Use** except that the **Use** shall be brought into full compliance with the **Use** regulations in this **LDC** upon discontinuance of occupancy and/or **Use** of the **Development** for a period of more than 180 days in any 365 day period.

D. Any location with eighty (80) **Scooters** or fewer offered for rental consistently during the summer of 2015 shall be limited to offering a maximum of sixty (60) **Scooters**. Any other **Scooter** rental location shall be limited to the following maximum number of rental **Scooters**:

- Immediately: Seventy-five percent (75%) of the number of **Scooters** consistently offered for rent at that location during the summer of 2015.
- After September 5, 2016: Fifty percent (50%) of the number of **Scooters** consistently offered for rent at that location during the summer of 2015.
- After September 5, 2017: Sixty (60) **Scooters**.
- **Motor Scooter Rental Uses shall be discontinued after an amortization period of three years ending on September 8, 2020. If the Use is not discontinued within ten (10) days of the end of the amortization period, the owner shall be subject to a fine of not more than \$500.00 per day and be declared a public nuisance and abated under section 1.04.07(B) of this Land Development Code.**

The City shall prepare and issue for each **Non-Conforming Use Scooter Rental** location a number of medallions unique to that location and each **Scooter** available for rent at a **Non-Conforming Use** must have one of those medallions affixed to it. Excess medallions must be returned to the City on or before

September 5, 2016, and September 5, 2017. Medallions may be used only at the location for which issued. All Scooter medallions must be returned to the City on or before September 8, 2020.

SECTION 4. PETITION FOR EXTRAORDINARY EXTENSION OF AMORTIZATION PERIOD FOR DISCONTINUATION OF MOTOR SCOOTER RENTALS. Any person whose legally protected economic interests are adversely affected by the discontinuance of motor scooter rental uses mandated by this law and who believes that the amortization period specified in section 9.02.01(D) of the City Land Development Code is inadequate to recover their investment shall be entitled to petition the City for an extraordinary extension of time as provided in this section. The petitioner may be represented by an attorney at law licensed to practice law in the state of Florida.

(a) Time of Petition - The petition must be filed with the City Clerk on or before the close of business on or before November 21, 2017.

(b) Contents of Petition – The petition must state:

1. Identification: The petitioner's name, mailing address, e-mail address, if any, and telephone number of the party making the request and the name, address, and telephone number of the party's counsel if the party is represented by counsel;

2. Standing: A detailed description of the petitioner's legally protected interest adversely affected by the mandated discontinuance of motor scooter rentals;

3. Requested Extension: The length of the extraordinary extension

demanded;

4. A statement of the specific facts and grounds for relief petitioner contends warrant the extraordinary extension demanded. The specific grounds for relief under this section, the specific relief sought including the exact amount of time requested;

5. All documents, including a list of all witnesses, or other evidence in support of the petition;

5. Any other matters petitioner deems relevant.

(c) Grounds for Extension: In considering whether to grant all or any portion of the extension demanded, the City shall examine:

1. Whether the petition is complete;
2. Whether the petitioner has standing;
3. Whether the petitioner has demonstrated by a preponderance of the evidence circumstances unique to the petitioner which prevent the petitioner from recouping its investment in the property affected by the discontinuance within the amortization period;
 - a. The amount of the petitioner's investment in the Motor Scooter Rental Use business through April 13, 2017;
 - b. Whether unique circumstances exist which will prevent the petitioner from recouping the amount of such investment that has been or will have been unrealized at the conclusion of the three-year amortization period;

- c. The life expectancy the existing property associated with the non-conforming use;
- d. The diminished value, if any, of any real property owned by the petitioner as a result of the mandatory discontinuance of the existing enterprise on the property;
- e. The diminished value, if any, of a leasehold held by the petitioner as a result of the mandatory discontinuance of the existing enterprise on the property, as well as any contingency clauses therein permitting termination of such lease.

(d) Procedure: Within ten (10) days of receipt, the City Clerk shall forward a timely filed petition and supporting documents to the City Manager and a copy to the Clerk of the Court of Bay County to schedule an Administrative Hearing before a Hearing Officer appointed by the City pursuant to section 25-16 of the City's Code of Ordinances.

No later than ten (10) days before the scheduled hearing, the City Manager shall file and serve upon the petitioner a response to the petition together with copies of any documents and a witness list.

The City Council hereby delegates to all Hearing Officers appointed and serving pursuant to section 25-16 of the City's Code of Ordinances the authority to determine all factual matters and conclusions of law contested between the petitioners and respondent.

The petitioner shall bear the burden of proof to prove entitlement to the

extraordinary extension demanded by a preponderance of evidence.

At the hearing, evidence, including written or oral testimony and documentary evidence, of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of Florida. Any witness shall be subject to cross examination when testimony is taken or documents are made part of the record. No pleadings, motions, or other papers may be submitted nor any discovery conducted other than that allowed under this section shall be permitted. The petition and hearing may, except as otherwise provided in this section, be conducted in the manner provided by the Florida Rules of Civil Procedure. Each party shall be entitled to a brief opening and closing argument, unless waived. The petitioner shall give opening and closing argument first but will not be afforded a rebuttal to the City's closing argument.

(e) Recommended Order of Hearing Officer. Unless the time period is waived or extended with the consent of all parties, the Hearing Officer shall issue a recommended order in writing and include findings of fact, if any, conclusions of law separately stated, and any recommended extraordinary extension. The Hearing Officer's recommended order must be rendered to the parties and the City Council within ninety (90) days after the hearing.

(f) City Council Adoption of Order - The City Council may adopt the recommended order as the final order of the City. The City Council in its final order may reject or modify the conclusions of law. When rejecting or modifying such conclusion of law, the City Council must state with particularity its reasons for rejecting or modifying

such conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact. The City Council may not reject or modify the findings of fact unless the City Council first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law. The City Council may accept the recommended extraordinary extension, if any, in a recommended order, but may not reduce or increase it without a review of the complete record and without stating with particularity its reasons therefor in the order, by citing to the record in justifying the action.

(g) Appeal. A petitioner aggrieved by a decision of the City Council may seek review by certiorari in the Circuit Court, 14th Judicial Circuit, Bay County, Florida, which shall be the exclusive remedy to challenge the decision or authority of the Council.

SECTION 5. REPEAL. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances and the Panama City Beach Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following each such publication, each codification of this

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Ordinance shall become the final and official record of the matters herein ordained and there codified. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 7. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

MAYOR

Published in the _____ on the ____ day of _____, 2017 and

Published in the _____ on the ____ day of _____, 2017.

Posted on pcbgov.com on the ____ day of _____, 2017.

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

June 8, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council conduct a 1st reading on the City's application to annex a portion of Bay Parkway as depicted on the attached information.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

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

The City wishes to annex this portion of Bay Parkway into the City limits so that the City will have jurisdiction over the roadway.

ORDINANCE NO. 1412

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNER OF SAID PROPERTY LOCATED NORTH OF POWER LINE ROAD AND EAST OF AND CONNECTING TO HIGHWAY NO. 79; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, The City of Panama City Beach, Florida, owner of real property in an unincorporated area of Bay County which is contiguous to this City, has filed a petition praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation in order to ensure sound urban development, accommodation to growth, and the provision of municipal services to those areas, and

WHEREAS, the City Council of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA

SECTION 1. Annexation of Real Property. The portion of real property described herein on "Exhibit A" not already contained in the City shall be, and is, hereby annexed and made part of the City of Panama City Beach, Florida. This real property is illustrated in the attachment to this Ordinance. The described real property shall be existing within the boundaries of the City and known to be existing within said boundaries from the effective date of this Ordinance.

SECTION 2. City Boundaries Redefined. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land.

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

SECTION 4. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall continue to be lawful, enforceable and valid.

SECTION 5. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2017.

Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

EXAMINED AND APPROVED by me this ____ day of _____, 2017.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 6th and 13th days of
June, 2017.

POSTED on pcb.gov.com on the ____ day of _____, 2017.

Diane Floyd, City Clerk

ATTACHMENT TO ORDINANCE NO. 1412



EXHIBIT "A"
THE PROPERTY

A PORTION OF

Pier Park North Segment 1:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, NORTH 01°33'11" EAST FOR A DISTANCE OF 2130.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (PANAMA CITY BEACH PARKWAY - A 200 FEET WIDE RIGHT-OF-WAY); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: SOUTH 69°52'57" EAST FOR A DISTANCE OF 725.05 FEET TO A POINT OF CURVATURE TO THE RIGHT AND CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID ARC OF CURVE WITH A RADIUS OF 3661.65 FEET, A DELTA ANGLE OF 15°41'00", (CHORD BEARING SOUTH 62°02'22" EAST A DISTANCE OF 1544.91 FEET) FOR AN ARC DISTANCE OF 1549.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°11'52" EAST FOR A DISTANCE OF 180.91 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 35°48'08" EAST FOR A DISTANCE OF 200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 98 AND THE PROPOSED WESTERLY RIGHT-OF-WAY LINE; SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: NORTH 32°04'09" EAST FOR A DISTANCE OF 219.46 FEET; THENCE SOUTH 57°55'51" EAST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 32°04'09" EAST FOR A DISTANCE OF 529.75 FEET; THENCE NORTH 57°55'51" WEST FOR A DISTANCE OF 18.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 4937.50 FEET, A DELTA ANGLE OF 4°38'27", (CHORD BEARING NORTH 26°54'51" EAST A DISTANCE OF 399.82 FEET), FOR AN ARC DISTANCE OF 399.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°35'17" EAST FOR A DISTANCE OF 143.22 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST, THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 1997.50 FEET, A DELTA ANGLE OF 11°48'22", (CHORD BEARING NORTH 18°41'06" EAST A DISTANCE OF 398.52 FEET) FOR AN ARC DISTANCE OF 399.23 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°46'55" EAST FOR A DISTANCE OF 94.87 FEET; THENCE DEPARTING PROPOSED WESTERLY RIGHT-OF-WAY, SOUTH 77°13'05" EAST FOR A DISTANCE OF 159.13 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY OF PALMETTO TRACE PHASE FOUR AS FOUND IN PLAT BOOK 21, PAGE 48, OF THE PUBLIC RECORDS OF BAY COUNTY, THENCE ALONG SAID WESTERLY BOUNDARY (AND THE SOUTHWESTERLY EXTENSION THEREOF) AND THE PROPOSED EASTERLY RIGHT-OF-WAY LINE, SOUTH 18°25'03" WEST FOR A DISTANCE OF 623.79 FEET; THENCE SOUTH 32°04'09" WEST FOR A DISTANCE OF 1220.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 54°11'52" WEST FOR A DISTANCE OF 111.24 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. CONTAINING 5.256 ACRES, MORE OR LESS.

TOGETHER WITH:

LEGAL DESCRIPTION PIER PARK LOOP ROAD (as written)

A parcel of land lying and being in the Southeast quarter of Section 7, Township 3 South, Range 16 West, Southwest quarter of Section 8, Township 3 South, Range 16 West and Section 17, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:

Commence at a 4" by 4" concrete monument No. LB0340, marking the Southeast corner of Section 7, Township 3 South, Range 16 West, Bay County, Florida and proceed North 02 degrees 19 minutes 58 seconds East, along the East boundary line of the Southeast quarter of said Section 7, for a distance of 1802.20 feet to the POINT OF BEGINNING thence leaving said East boundary line proceed North 59 degrees 09 minutes 16 seconds West, for a distance of 556.19 feet; thence North 58 degrees 39 minutes 10 seconds West, for a distance of 851.91 feet to a point on the Easterly Right of Way line of Highway 79 (Right of Way varies); thence North 21 degrees 16 minutes 10 seconds East, along said Easterly Right of Way line, for a distance of 152.35 feet; thence leaving said Easterly Right of Way line proceed South 58 degrees 39 minutes 10 seconds East, for a distance of 877.92 feet; thence South 59 degrees 09 minutes 16 seconds East, for a distance of 2,928.33 feet; thence South 30 degrees 50 minutes 44 seconds West, for a distance of 150.00 feet; thence North 59 degrees 09 minutes 16 seconds West, for a distance of 35.00 feet; thence South 30 degrees 50 minutes 44 seconds West, for a distance of 138.96 feet to a point on a curve concave east, having a radius of 897.50 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed southerly along said curve for an arc distance of 830.27 feet, (chord bearing and distance = South 04 degrees 20 minutes 38 seconds West, for a distance of 800.98 feet); thence South 22 degrees 09 minutes 29 seconds East, for a distance of 192.14 feet to a point on a curve concave northeast, having a radius of 1,922.50 feet, through a central angle of 25 degrees 29 minutes 38 seconds; thence proceed southeasterly along said curve for an arc distance of 855.42 feet, (chord bearing and distance = South 34 degrees 54 minutes 18 seconds East, for a distance of 848.38 feet); thence South 47 degrees 39 minutes 07 seconds East, for a distance of 463.26 feet to a point on a curve concave west, having a radius of 952.50 feet, through a central angle of 60 degrees 26 minutes 02 seconds; thence proceed southerly along said curve for an arc distance of 1,015.22 feet, (chord bearing and distance = South 17 degrees 26 minutes 06 seconds East, for a distance of 958.61 feet); thence South 12 degrees 46 minutes 55 seconds West, for a distance of 71.62 feet to a point on the North boundary line of North Pier Park Road; thence North 77 degrees 13 minutes 05 seconds West, along said North boundary line, for a distance of 125.00 feet; thence leaving said North boundary line proceed North 12 degrees 46 minutes 55 seconds East, for a distance of 71.62 feet to a point on a curve concave west, having a radius of 837.50 feet, through a central angle of 60 degrees 26 minutes 02 seconds; thence proceed northerly along said curve for an arc distance of 883.37 feet, (chord bearing and distance = North 17 degrees 26 minutes 06 seconds West, for a distance of 842.99 feet); thence North 47 degrees 39 minutes 07 seconds West, for a distance of 463.26 feet to a point on a curve concave northeast, having a radius of 2,047.50 feet, through a central angle of 25 degrees 29 minutes 38 seconds; thence proceed northwesterly along said curve for an arc distance of 911.04 feet, (chord bearing and distance = North 34 degrees 54 minutes 18 seconds West, for a distance of 903.55 feet); thence North 22 degrees 09 minutes 29 seconds West, for a distance of 192.14 feet to a point on a curve concave east, having a radius of 1,922.50 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed northerly along said curve for an arc distance of 845.90 feet, (chord bearing and distance = North 04 degrees 20 minutes 38 seconds East, for a distance of 812.53 feet); thence North 30 degrees 50 minutes 44 seconds East, for a distance of 138.96 feet; thence North 59 degrees 09 minutes 16 seconds West, for a distance of 2,212.80 feet to the POINT OF BEGINNING. Containing 23.356 acres, more or less.



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054, ext. 2313 Fax: 850-233-5049
 Email: achester@pcb.gov

PETITION OF ANNEXATION

Date: 5/16/2017

Payment Fee: n/a \$800 Annexation

Property Owner(s)

Name(s): City of Panama City Beach

Property Address: Bay Parkway

City: Panama City Beach State: FL Telephone: _____ Fax: _____

Email: _____

Name of Acting Agent: _____

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Telephone: _____ Fax: _____ Email: _____

Please provide a property survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. **All Site Plans and Plats shall be drawn to scale.** (The procedure for review of the application is found in Section 10.02.09 of the LDC.)

REQUIREMENTS

1. The applicant shall submit an analysis of the annexation criteria set forth in Chapter 171, Florida Statutes.
2. Petition of Annexation signed by all owners of the property proposed to be annexed. Petition must be witnessed and notarized.
3. Title evidence demonstrating that the Petition of Voluntary Annexation bears the signatures of all owners of the property proposed to be annexed.
4. A boundary survey of the property proposed to be annexed. (10 Copies)
5. A complete legal description of the property proposed to be annexed.
6. An excerpt of the City's Official Zoning Map, with the property proposed to be annexed depicted.
7. Stormwater acknowledgement consent.



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Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054. ext. 2313 Fax: 850-233-5049
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REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant: _____
 Name(s): City of Panama City Beach
 Address: 110 S. Arnold Road
 City: Panama City Beach State: FL Telephone: _____ Fax: _____
 Email: _____

Name of Acting Agent: _____
 Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: See attached legal description.
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: Bay Parkway

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 **Large Scale Amendment:** \$2100.00 **Date Collected** n/a
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.

Basic Submittal Requirements - LDC Section 10.02.02

Name: Attached

Address: _____ **Email Address:** _____

City: _____ **State:** _____ **Telephone:** _____ **Fax:** _____

Date of Preparation: _____ **Date(s) of any modifications:** _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: County Village Center **Requested Zoning Designation:** Public Facilities **Future Land Use Map:** Public Buildings and grounds

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

AGENDA ITEM # 3

**CITY OF PANAMA CITY BEACH PUBLIC NOTICE OF
ANNEXATION, SMALL SCALE AMENDMENT
AND ZONING DESIGNATION REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: City of Panama City Beach

ADDRESS/LOCATION: Bay Parkway

This is being requested because, it is necessary in order to implement City law enforcement jurisdiction over this roadway corridor. Currently shared jurisdiction with Bay County and City of Panama City Beach.

MEETING INFORMATION:

Date: June 12, 2017

Time: 2:00 p.m.

Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5054, ext. 2313.

DATA AND ANALYSIS

- I. **APPLICANT:** City of Panama City Beach
- II. **PROJECT LOCATION:** Approximately 13 acres located directly adjacent to the northern boundary line of the City of Panama City Beach City limits east of SR 79.
- III. **REQUEST:** This request is for an Annexation / Large Scale Plan Amendment /zoning assignment for approximately 13 acres to be assigned a future land use designation of Public Buildings and Grounds and a zoning designation of Public Facilities. The site currently has a County land use designation of Town Center and a zoning designation of Village Center.
- IV. **REASON FOR REQUEST:** To implement City law enforcement jurisdiction over this roadway corridor.
- V. **ANNEXATION REQUIREMENTS:**

- A. **GOAL:**

The Fundamental goal of annexations is the efficient provision of urban services to urban places. Annexations are governed by the provisions of Florida's Municipal Annexation and Contraction Act, Chapter 171, F.S. The Act does the following:

- Ensure sound urban development and accommodation to growth;
- Establishes uniform legislative standards throughout the state for the adjustment of municipal boundaries;
- Ensures the efficient provision of urban services to areas that become urban in character; and,
- Ensures that areas are not annexed unless municipal services can be provided to those areas.

B. CONTIGUOUS AND COMPACT:

For an annexation to be consistent with Chapter 171, F.S. it must be contiguous and reasonably compact. A parcel is contiguous if a substantial part of a boundary touches the municipality. The definition of "contiguous" in Ch. 171, F.S. states that nothing herein shall be construed to allow local right-of-ways, utility easements, railroad right-of-ways, or like entities to be annexed in a corridor fashion to gain contiguity. The presence of these entities in this manner could be an indication that "contiguity" is not met.

Staff has reviewed the proposed annexation and finds the request is contiguous. The subject site touches the existing City limits on its northern boundary.

A parcel is reasonably compact if it does not create an enclave, pocket, or finger area in a serpentine pattern. Staff has reviewed the proposed annexation and finds the request does not create an enclave.

C. EFFICIENT PROVISION OF URBAN SERVICES TO AN URBANIZING AREA:

The subject site is a roadway and is adjacent to water, sewer and reclaimed water lines.

VI. SITE EVALUATION:

A. IMPACT ON PUBLIC FACILITIES:

1. Transportation Facilities:

Funds were approved for the construction of this roadway to allow an alternative route to bypass the intersection of Panama City Beach Parkway, and SR 79 and to divert 3% of the traffic off PCB Parkway, which is currently over capacity.

2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900 acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2016 through

December 31, 2016 ranged from 4.8 mgd to 8.9 mgd on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.6 mgd of irrigation water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

The wastewater system has been growing at a faster rate than the water system since a significant portion of the City utility service area had municipal water service, but no sewer service for many years. The City has systematically constructed sewer collection systems in older neighborhoods, with eight being completed since 2003. Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand.

The annexation will have no impact on the City's wastewater system.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The contract was initially entered into in 1992 and has been revised several times in the past. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day. For 2017, consumption is expected to slightly increase with the improving economy. Daily water demand for January 1, 2016 through December 31, 2016 ranged from 8.5 mgd to 17.1 mgd on a monthly average, with an annual average of 11.9 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City was to be 29.8 mgd, which leaves an excess monthly average capacity ranging from 21.3 mgd to 12.7 mgd with an annual average excess of 18.0 mgd. The excess on the single-day maximum is expected to be 11.3 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

The annexation will have no impact on the City's potable water system.

4. **Hurricane Evacuation:**

The annexation has the potential to accelerate evacuation times by routing westbound PCB Parkway traffic around the SR 79 PCB Parkway intersection when evacuating north.

B. SITE SUITABILITY:

1. **Wetlands:** Wetland impacts were addressed during the design and construction phases of the roadway development.
2. **Plant and Wildlife Resources:** Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

Impacts were addressed during the design and construction phases of the roadway development.

3. **Flood Zones:**

Impacts were addressed during the design and construction phases of the roadway development.

C. COMPATABILITY WITH SURROUNDING LAND USES:

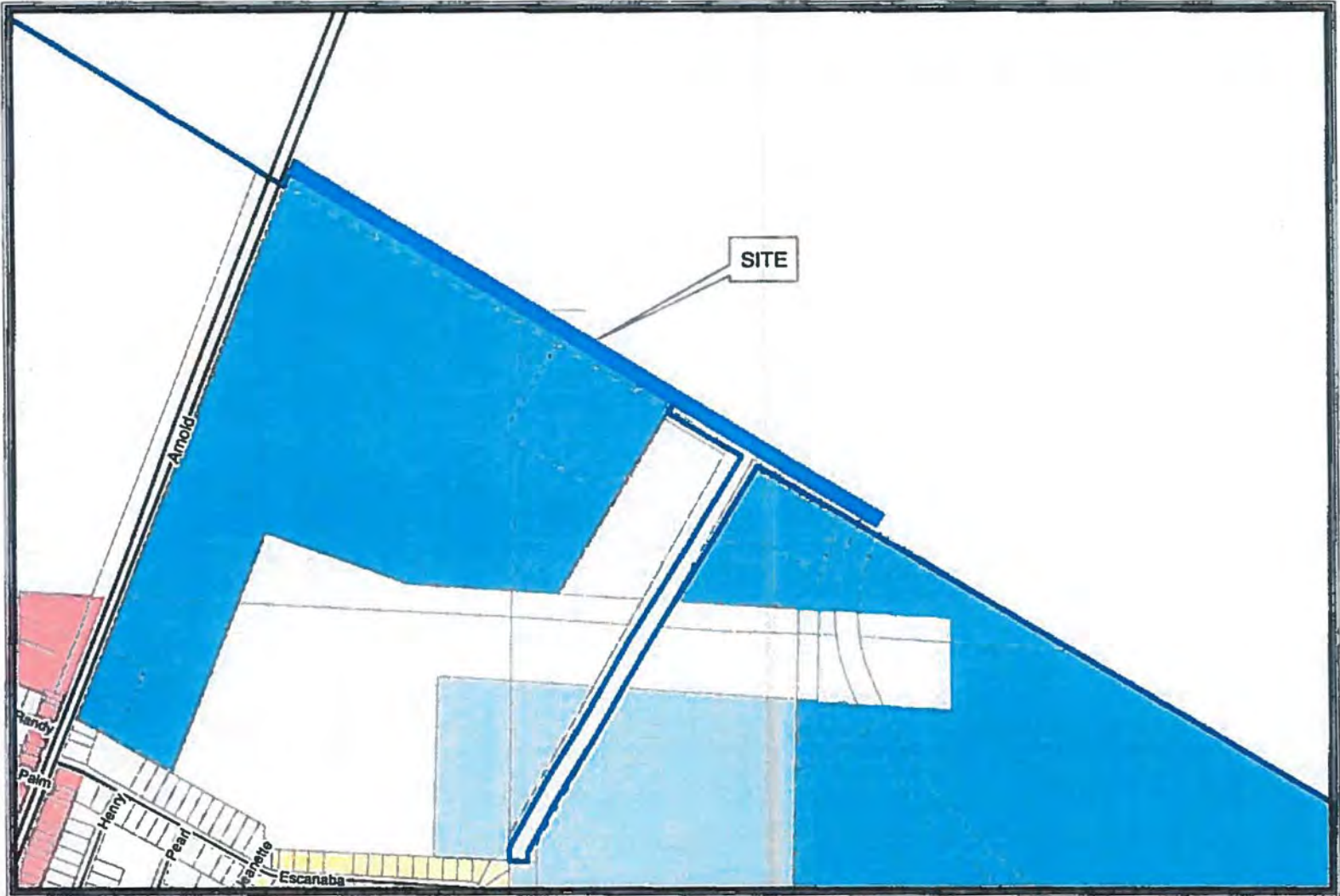
Compatibility is generally defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Surrounding parcels are zoned PUD, County Village Center. The proposed zoning assignment is not anticipated to create a condition or use that would unduly negatively impact, directly or indirectly surrounding properties.

CONCLUSION:

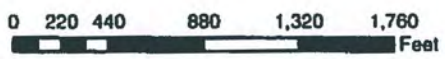
Staff has no objections to the Annexation / Large Scale Plan Amendment / Zoning Designation.

AGENDA ITEM # 2



Legend





- PCB_Parcels
- Major Road
- Minor Road

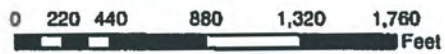


Prepared by The
City of Panama City Beach
Planning Department



Legend

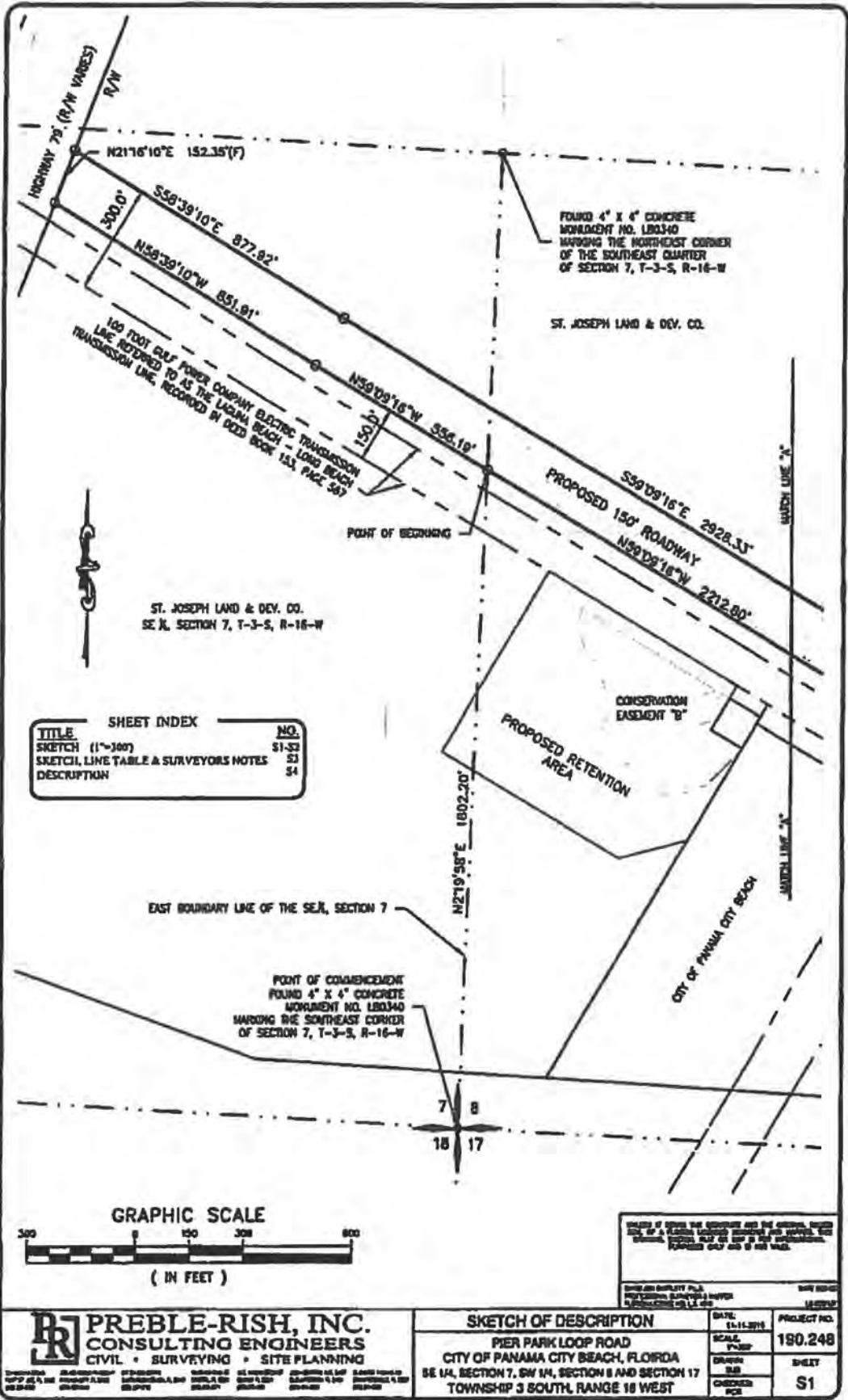
-  City Limits
-  PCB_Parcels
-  Major Road
-  Minor Road



Prepared by The
City of Panama City Beach
Planning Department

AGENDA ITEM #

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TITLE	SHEET INDEX	NO.
SKETCH (1"=100')		S1-S3
SKETCH, LINE TABLE & SURVEYORS NOTES		S3
DESCRIPTION		S4



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Florida at Tallahassee, Florida, this 11th day of November, 2011.

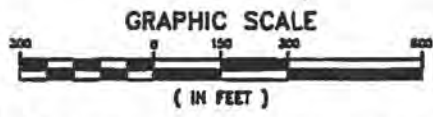
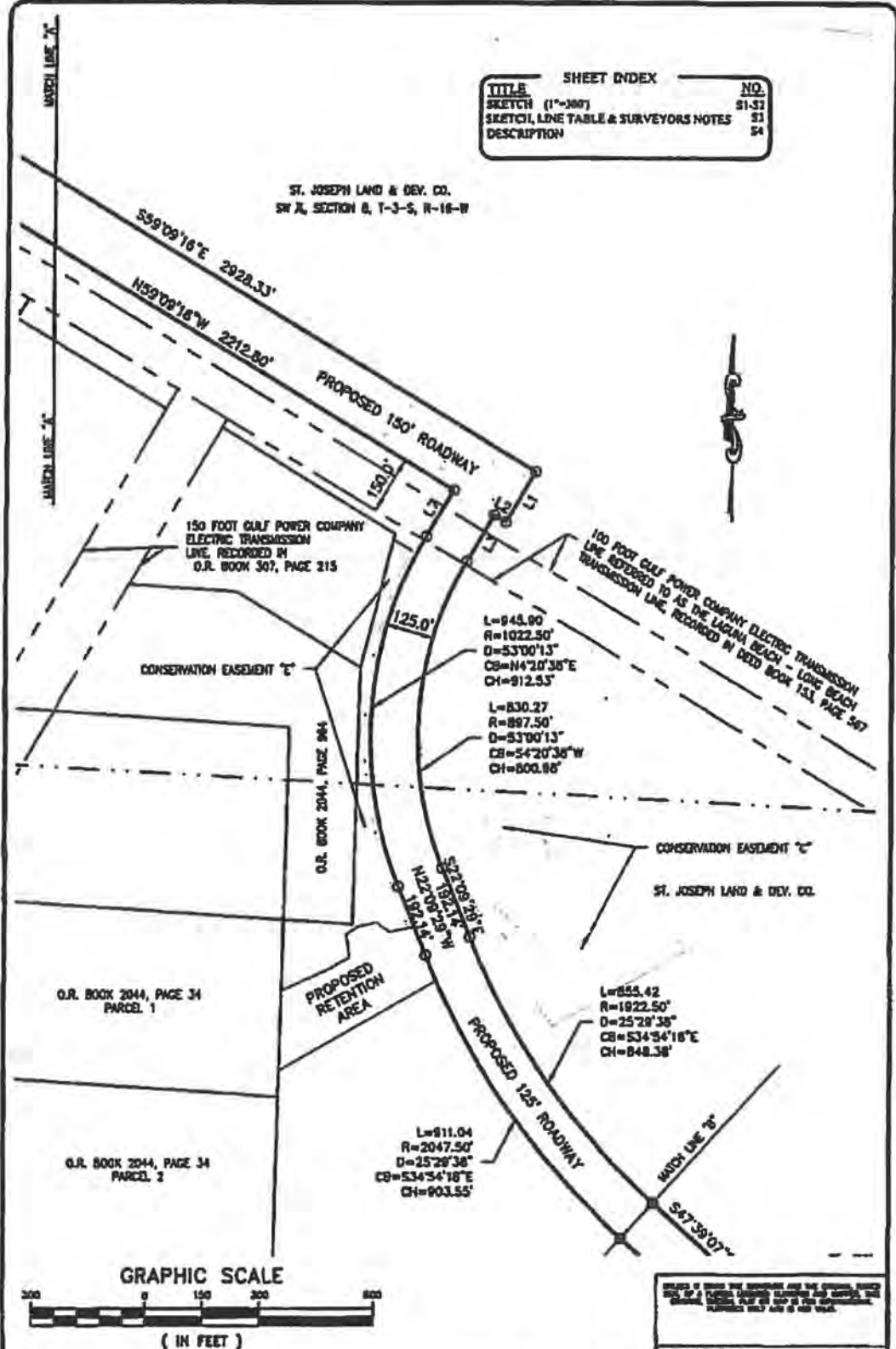
PREBLE-RISH, INC.
 CONSULTING ENGINEERS
 CIVIL • SURVEYING • SITE PLANNING

SKETCH OF DESCRIPTION
 PIER PARK LOOP ROAD
 CITY OF PANAMA CITY BEACH, FLORIDA
 SE 1/4, SECTION 7, SW 1/4, SECTION 8 AND SECTION 17
 TOWNSHIP 3 SOUTH, RANGE 18 WEST

DATE	PROJECT NO.
11-11-2011	190.248
SCALE	SHEET
1"=100'	S1
DRAWN BY	CHECKED BY
RSB	RSB

TITLE	SHEET INDEX	NO.
SKETCH (1"=300')		51-52
SKETCH, LINE TABLE & SURVEYORS NOTES		53
DESCRIPTION		54

ST. JOSEPH LAND & DEV. CO.
 SW 1/4, SECTION 8, T-3-S, R-18-W

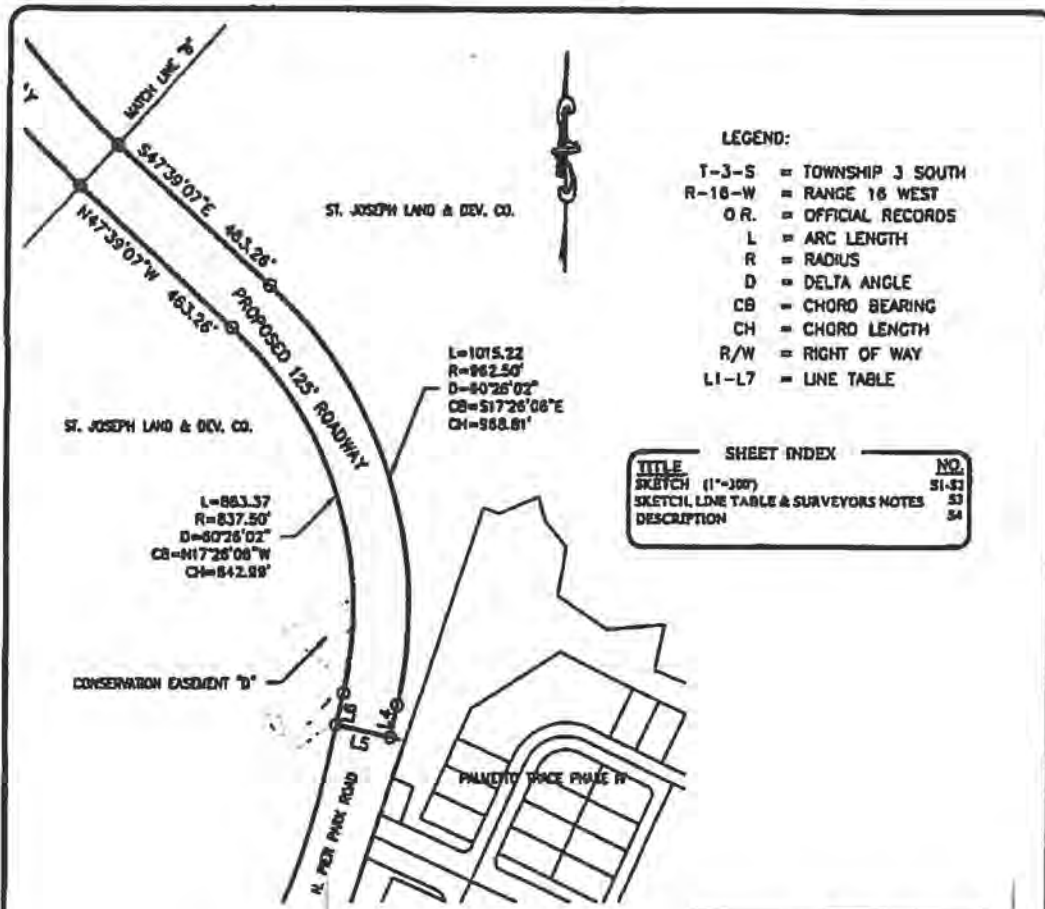


NOTES: 1. THIS SKETCH AND THE ORIGINAL SURVEY DATA ARE THE PROPERTY OF PREBLE-RISH, INC. AND SHALL REMAIN CONFIDENTIAL AND NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF PREBLE-RISH, INC.

PREBLE-RISH, INC.
 CONSULTING ENGINEERS
 CIVIL • SURVEYING • SITE PLANNING

SKETCH OF DESCRIPTION
 PIER PARK LOOP ROAD
 CITY OF PANAMA CITY BEACH, FLORIDA
 SE 1/4, SECTION 7, SW 1/4, SECTION 8 AND SECTION 17
 TOWNSHIP 3 SOUTH, RANGE 18 WEST

DATE: 01-11-2016	PROJECT NO. 190.248
SCALE: 1"=300'	SHEET 52
DRAWN: [Signature]	CHECKED: [Signature]



LEGEND:

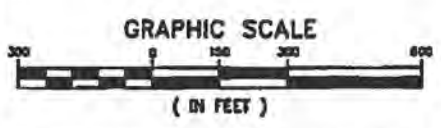
T-3-S = TOWNSHIP 3 SOUTH
 R-16-W = RANGE 16 WEST
 O.R. = OFFICIAL RECORDS
 L = ARC LENGTH
 R = RADIUS
 D = DELTA ANGLE
 CB = CHORD BEARING
 CH = CHORD LENGTH
 R/W = RIGHT OF WAY
 LI-L7 = LINE TABLE

TITLE	SHEET INDEX	NO.
SKETCH (1"=300')		51-52
SKETCH, LINE TABLE & SURVEYORS NOTES		53
DESCRIPTION		54

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
2. THIS SKETCH, 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 MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. SOURCE OF INFORMATION: PREVIOUS SURVEY BY PREBLE-RISH, INC.
4. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO PREBLE-RISH, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.
6. THIS IS NOT A BOUNDARY SURVEY.

Line Table		
Line #	Bearing	Length
L1	S30°50'44"W	150.00
L2	N59°09'16"W	35.00
L3	S30°50'44"W	138.96
L4	S12°46'56"W	71.62
L5	N77°13'05"W	125.00
L6	N12°46'55"E	71.62
L7	N30°50'44"E	138.96



PLEASE CHECK THE RECORDS AND BE AWARE THAT THIS IS A PRELIMINARY SKETCH AND SHOULD NOT BE USED FOR A FINAL RECORD. FOR MORE INFORMATION, CONTACT THE SURVEYOR.

<p>PREBLE-RISH, INC. CONSULTING ENGINEERS CIVIL • SURVEYING • SITE PLANNING</p>	<p>SKETCH OF DESCRIPTION</p> <p>PIER PARK LOOP ROAD CITY OF PANAMA CITY BEACH, FLORIDA SE 1/4, SECTION 7, SW 1/4, SECTION 8 AND SECTION 17 TOWNSHIP 3 SOUTH, RANGE 16 WEST</p>	<p>DATE: 21-11-2015</p>	<p>PROJECT NO.: 190,248</p>
		<p>SCALE: 1"=300'</p>	<p>SHEET: 53</p>

LEGAL DESCRIPTION PIER PARK LOOP ROAD (as written)

A parcel of land lying and being in the Southeast quarter of Section 7, Township 3 South, Range 16 West, Southwest quarter of Section 8, Township 3 South, Range 16 West and Section 17, Township 3 South, Range 16 West, Bay County, Florida and being more particularly described as follows:

Commence at a 4" by 4" concrete monument No. LB0340, marking the Southeast corner of Section 7, Township 3 South, Range 16 West, Bay County, Florida and proceed North 02 degrees 19 minutes 58 seconds East, along the East boundary line of the Southeast quarter of said Section 7, for a distance of 1802.20 feet to the POINT OF BEGINNING thence leaving said East boundary line proceed North 59 degrees 09 minutes 16 seconds West, for a distance of 556.19 feet; thence North 58 degrees 39 minutes 10 seconds West, for a distance of 851.91 feet to a point on the Easterly Right of Way line of Highway 79 (Right of Way varies); thence North 21 degrees 18 minutes 10 seconds East, along said Easterly Right of Way line, for a distance of 152.35 feet; thence leaving said Easterly Right of Way line proceed South 58 degrees 39 minutes 10 seconds East, for a distance of 877.92 feet; thence South 59 degrees 09 minutes 16 seconds East, for a distance of 2,928.33 feet; thence South 30 degrees 50 minutes 44 seconds West, for a distance of 150.00 feet; thence North 59 degrees 09 minutes 16 seconds West, for a distance of 35.00 feet; thence South 30 degrees 50 minutes 44 seconds West, for a distance of 138.96 feet to a point on a curve concave east, having a radius of 897.50 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed southerly along said curve for an arc distance of 830.27 feet, (chord bearing and distance = South 04 degrees 20 minutes 38 seconds West, for a distance of 800.98 feet); thence South 22 degrees 09 minutes 29 seconds East, for a distance of 192.14 feet to a point on a curve concave northeast, having a radius of 1,922.50 feet, through a central angle of 25 degrees 29 minutes 38 seconds; thence proceed southeasterly along said curve for an arc distance of 855.42 feet, (chord bearing and distance = South 34 degrees 54 minutes 18 seconds East, for a distance of 848.38 feet); thence South 47 degrees 39 minutes 07 seconds East, for a distance of 463.26 feet to a point on a curve concave west, having a radius of 962.50 feet, through a central angle of 60 degrees 26 minutes 02 seconds; thence proceed southerly along said curve for an arc distance of 1,015.22 feet, (chord bearing and distance = South 17 degrees 26 minutes 06 seconds East, for a distance of 986.81 feet); thence South 12 degrees 46 minutes 55 seconds West, for a distance of 71.62 feet to a point on the North boundary line of North Pier Park Road; thence North 77 degrees 13 minutes 05 seconds West, along said North boundary line, for a distance of 125.00 feet; thence leaving said North boundary line proceed North 12 degrees 48 minutes 55 seconds East, for a distance of 71.62 feet to a point on a curve concave west, having a radius of 837.50 feet, through a central angle of 60 degrees 26 minutes 02 seconds; thence proceed northerly along said curve for an arc distance of 883.37 feet, (chord bearing and distance = North 17 degrees 26 minutes 06 seconds West, for a distance of 842.99 feet); thence North 47 degrees 39 minutes 07 seconds West, for a distance of 463.26 feet to a point on a curve concave northeast, having a radius of 2,047.50 feet, through a central angle of 25 degrees 29 minutes 38 seconds; thence proceed northwesterly along said curve for an arc distance of 911.04 feet, (chord bearing and distance = North 34 degrees 54 minutes 18 seconds West, for a distance of 903.55 feet); thence North 22 degrees 09 minutes 29 seconds West, for a distance of 192.14 feet to a point on a curve concave east, having a radius of 1,022.50 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed northerly along said curve for an arc distance of 845.80 feet, (chord bearing and distance = North 04 degrees 20 minutes 38 seconds East, for a distance of 812.53 feet); thence North 30 degrees 50 minutes 44 seconds East, for a distance of 138.96 feet; thence North 59 degrees 09 minutes 16 seconds West, for a distance of 2,212.60 feet to the POINT OF BEGINNING. Containing 23.356 acres, more or less.

SHEET INDEX		NO.
TITLE		31-33
SKETCH (1"=100')		33
SKETCH, LINE TABLE & SURVEYORS NOTES		34
DESCRIPTION		54

DATE OF THIS SURVEY AND THE ORIGINAL SURVEY OF A PARTIAL CORNER AND CORNER, THE ORIGINAL SURVEY, IS TO BE REPRODUCED. APPROVE ONLY AND IN THE FIELD.

DATE OF SHEET FILE: 11-11-2015
 PROFESSIONAL SURVEYOR LICENSE: 190248
 PROJECT NO.: 190248

PREBLE-RISH, INC.
 CONSULTING ENGINEERS
 CIVIL • SURVEYING • SITE PLANNING

SKETCH OF DESCRIPTION
 PIER PARK LOOP ROAD
 CITY OF PANAMA CITY BEACH, FLORIDA
 SE 1/4, SECTION 7, SW 1/4, SECTION 8 AND SECTION 17
 TOWNSHIP 3 SOUTH, RANGE 16 WEST

DATE: 11-11-2015	PROJECT NO.: 190248
SCALE: AS SHOWN	SHEET: 54
DRAWN BY: [Signature]	CHECKED BY: [Signature]



ANNEXATION

ORDINANCE NO. 1412

AN ORDINANCE ANNEXING THE FOLLOWING UNINCORPORATED AREA OF BAY COUNTY WHICH IS CONTIGUOUS TO THE CITY OF PANAMA CITY BEACH, FLORIDA, UPON PETITION OF THE OWNER OF SAID PROPERTY LOCATED NORTH OF POWER LINE ROAD AND EAST OF AND CONNECTING TO HIGHWAY NO. 79; REDEFINING THE BOUNDARY LINES OF THE CITY; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, The City of Panama City Beach, Florida, owner of real property in an unincorporated area of Bay County which is contiguous to this City, has filed a petition praying that said real property, being more particularly described below, be annexed to this City, and

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation in order to ensure sound urban development, accommodation to growth, and the provision of municipal services to those areas, and

WHEREAS, the City Council of this City has determined that the petition bears the signatures of all the owners of the property in the area proposed to be annexed, and

WHEREAS, Notice of Voluntary Annexation for this property has been published in the Panama City News-Herald once a week for two (2) consecutive weeks prior to this date, the same being a newspaper of general circulation in this City.

Section 1. Annexation of Real Property. The portion of real property described herein on "Exhibit A" not already contained in the City shall be, and is, hereby annexed

ORDINANCE NO. 1412
Page 1 of 4 Pages

AGENDA ITEM # 3

and made part of the City of Panama City Beach, Florida. This real property is illustrated in the attachment to this Ordinance. The described real property shall be existing within the boundaries of the City and known to be existing within said boundaries from the effective date of this Ordinance.

Section 2. City Boundaries Redefined. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land. The revision shall be filed with the Florida Department of State within 30 days of adoption. A certified copy of this Ordinance shall be submitted to the Office of Economic and Demographic Research along with a statement of the effect on population census and the affected land area.

Section 3. Repealer. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall continue to be lawful, enforceable and valid.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

Section 1. It is hereby annexed and made a part of the City of Panama City Beach, Florida, the following described lands in Bay County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Section 2. The boundary lines of the City of Panama City Beach, Florida, are redefined to include therein said tract of land.

Section 3. A map of the area to be annexed is attached.

Section 4. This ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2017.

Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____, 2017.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the _____ and _____ days of _____, 2017.

POSTED on pcbqov.com on the _____ day of _____, 2017.

Diane Fowler, City Clerk

ATTACHMENT TO ORDINANCE NO. 1412



EXHIBIT "A"
THE PROPERTY

A PORTION OF

Pier Park North Segment 1:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, NORTH 03°33'11" EAST FOR A DISTANCE OF 2130.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (PANAMA CITY BEACH PARKWAY - A 200 FEET WIDE RIGHT-OF-WAY); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: SOUTH 69°53'57" EAST FOR A DISTANCE OF 725.05 FEET TO A POINT OF CURVATURE TO THE RIGHT AND CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID ARC OF CURVE WITH A RADIUS OF 5661.68 FEET, A DELTA ANGLE OF 15°41'00", (CHORD BEARING SOUTH 62°02'22" EAST A DISTANCE OF 1544.91 FEET) FOR AN ARC DISTANCE OF 1549.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°11'52" EAST FOR A DISTANCE OF 180.91 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 35°48'08" EAST FOR A DISTANCE OF 200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 98 AND THE PROPOSED WESTERLY RIGHT-OF-WAY LINE; SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: NORTH 31°04'08" EAST FOR A DISTANCE OF 219.46 FEET; THENCE SOUTH 57°55'31" EAST FOR A DISTANCE OF 11.80 FEET; THENCE NORTH 31°04'08" EAST FOR A DISTANCE OF 529.75 FEET; THENCE NORTH 57°35'31" WEST FOR A DISTANCE OF 18.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 4937.50 FEET, A DELTA ANGLE OF 4°38'27", (CHORD BEARING NORTH 26°54'53" EAST A DISTANCE OF 399.81 FEET), FOR AN ARC DISTANCE OF 399.81 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°35'17" EAST FOR A DISTANCE OF 143.22 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 1937.50 FEET, A DELTA ANGLE OF 11°48'12", (CHORD BEARING NORTH 31°41'06" EAST A DISTANCE OF 398.52 FEET) FOR AN ARC DISTANCE OF 399.23 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11°46'53" EAST FOR A DISTANCE OF 84.87 FEET; THENCE DEPARTING PROPOSED WESTERLY RIGHT-OF-WAY, SOUTH 77°13'05" EAST FOR A DISTANCE OF 159.33 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY OF PALMETTO TRACE PHASE FOUR AS FOUND IN PLAT BOOK 21, PAGE 48, OF THE PUBLIC RECORDS OF BAY COUNTY, THENCE ALONG SAID WESTERLY BOUNDARY (AND THE SOUTHWESTERLY EXTENSION THEREOF) AND THE PROPOSED EASTERLY RIGHT-OF-WAY LINE, SOUTH 18°29'03" WEST FOR A DISTANCE OF 623.79 FEET; THENCE SOUTH 32°04'08" WEST FOR A DISTANCE OF 1220.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 54°11'52" WEST FOR A DISTANCE OF 111.24 FEET TO THE POINT OF BEGINNING, SAID PARCEL LIES IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, CONTAINING 5.236 ACRES, MORE OR LESS.

TOGETHER WITH:

LEGAL DESCRIPTION FOR PARK LOOP ROAD (see notes)

A parcel of land lying and being in the Northwest quarter of Section 7, Township 3 South, Range 18 West, Southwest quarter of Section 8, Township 3 South, Range 18 West and Section 17, Township 3 South, Range 18 West, Bay County, Florida and being more particularly described as follows:

Commence at a 4" by 4" concrete monument No. 182261, marking the Northwest corner of Section 7, Township 3 South, Range 18 West, Bay County, Florida and proceed North 02 degrees 13 minutes 14 seconds East, along the East boundary line of the Southeast quarter of said Section 7, for a distance of 1802.20 feet to the POINT OF BEGINNING thence leaving said East boundary line proceed North 09 degrees 00 minutes 16 seconds West, for a distance of 258.19 feet; thence North 08 degrees 28 minutes 10 seconds West, for a distance of 851.01 feet to a point on the Eastern Right of Way line of Highway 79 (Right of Way width), thence North 21 degrees 18 minutes 18 seconds East, along said Eastern Right of Way line, for a distance of 132.25 feet; thence leaving said Eastern Right of Way line proceed South 18 degrees 23 minutes 10 seconds East, for a distance of 377.52 feet; thence South 59 degrees 08 minutes 18 seconds East, for a distance of 3,528.33 feet; thence South 30 degrees 20 minutes 04 seconds West, for a distance of 138.88 feet; thence North 29 degrees 03 minutes 16 seconds West, for a distance of 25.00 feet; thence South 30 degrees 20 minutes 04 seconds West, for a distance of 138.88 feet to a point on a curve concave east, having a radius of 237.20 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed northerly along said curve for an arc distance of 230.37 feet, (chord bearing and distance = South 04 degrees 20 minutes 20 seconds West, for a distance of 886.89 feet); thence South 22 degrees 08 minutes 29 seconds East, for a distance of 102.14 feet to a point on a curve concave northeast, having a radius of 1,022.50 feet, through a central angle of 25 degrees 20 minutes 30 seconds; thence proceed northerly along said curve for an arc distance of 805.42 feet, (chord bearing and distance = South 34 degrees 34 minutes 18 seconds East, for a distance of 648.28 feet); thence South 47 degrees 28 minutes 07 seconds East, for a distance of 411.26 feet to a point on a curve concave west, having a radius of 1022.50 feet, through a central angle of 80 degrees 20 minutes 00 seconds; thence proceed northerly along said curve for an arc distance of 1,022.50 feet, (chord bearing and distance = South 17 degrees 28 minutes 08 seconds East, for a distance of 522.81 feet); thence South 12 degrees 48 minutes 25 seconds West, for a distance of 71.52 feet to a point on the North boundary line of North Park Loop Road; thence North 77 degrees 13 minutes 00 seconds West, along said North boundary line, for a distance of 123.00 feet; thence leaving said North boundary line proceed North 12 degrees 48 minutes 25 seconds East, for a distance of 71.52 feet to a point on a curve concave east, having a radius of 837.50 feet, through a central angle of 80 degrees 20 minutes 00 seconds; thence proceed northerly along said curve for an arc distance of 823.37 feet, (chord bearing and distance = North 17 degrees 28 minutes 08 seconds West, for a distance of 842.99 feet); thence North 47 degrees 28 minutes 07 seconds West, for a distance of 411.26 feet to a point on a curve concave northeast, having a radius of 2,047.50 feet, through a central angle of 25 degrees 20 minutes 30 seconds; thence proceed northerly along said curve for an arc distance of 211.04 feet, (chord bearing and distance = North 34 degrees 34 minutes 18 seconds East, for a distance of 522.53 feet); thence North 22 degrees 08 minutes 29 seconds West, for a distance of 102.14 feet to a point on a curve concave east, having a radius of 1,022.50 feet, through a central angle of 53 degrees 00 minutes 13 seconds; thence proceed northerly along said curve for an arc distance of 842.80 feet, (chord bearing and distance = North 04 degrees 20 minutes 20 seconds East, for a distance of 822.53 feet); thence North 30 degrees 20 minutes 04 seconds East, for a distance of 138.88 feet; thence North 59 degrees 08 minutes 18 seconds West, for a distance of 2,372.80 feet to the POINT OF BEGINNING. Containing 23.25 acres, more or less.

Introduction

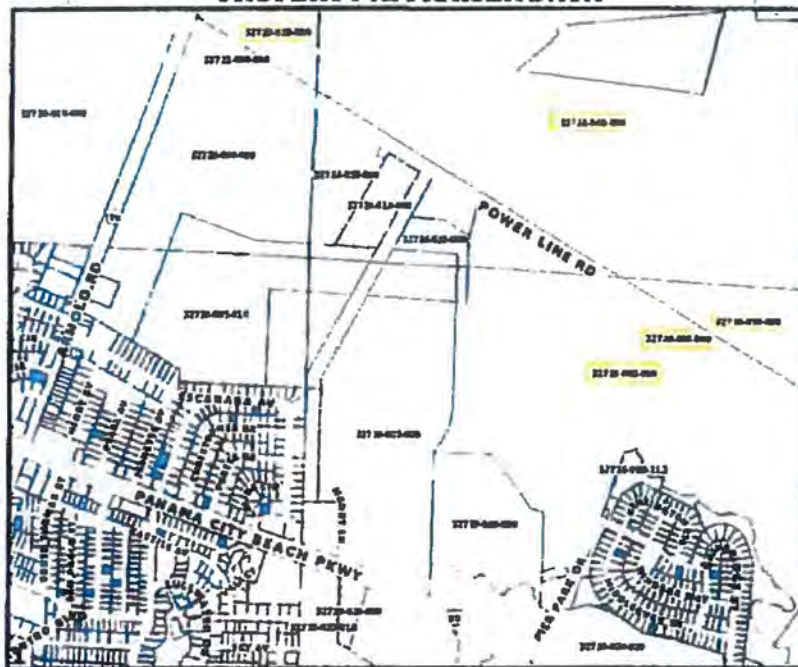
The City of Panama City Beach requested a Traffic Operational Analysis to be conducted for the proposed Loop Road to be located in Panama City Beach, Florida. The purpose of this Traffic Operational Analysis includes the following:

- Document the existing conditions on State Road 30A (US 98 / Panama City Beach Parkway) and State Road 79
- Analyze the potential benefits / liabilities of proposed Loop Road
- Assess the impact of the development on the signalized intersections of State Road 30A (US 98 / Panama City Beach Parkway) and Pier Park Drive as well as State Road 30A (US 98 / Panama City Beach Parkway) and State Road 79
- Perform a Safety Analysis for the full access median opening on State Road 30A (US 98 / Panama City Beach Parkway) at the entrance to Frank Brown Park (Mandy Lane)
- Analyze the potential need for dual eastbound left-turn lanes on State Road 30A (US 98 / Panama City Beach Parkway) at Pier Park Drive
- Perform a MUTCD Traffic Signal Warrant Analysis for the potential intersection of State Road 79 and Loop Road.

Project Location and Description

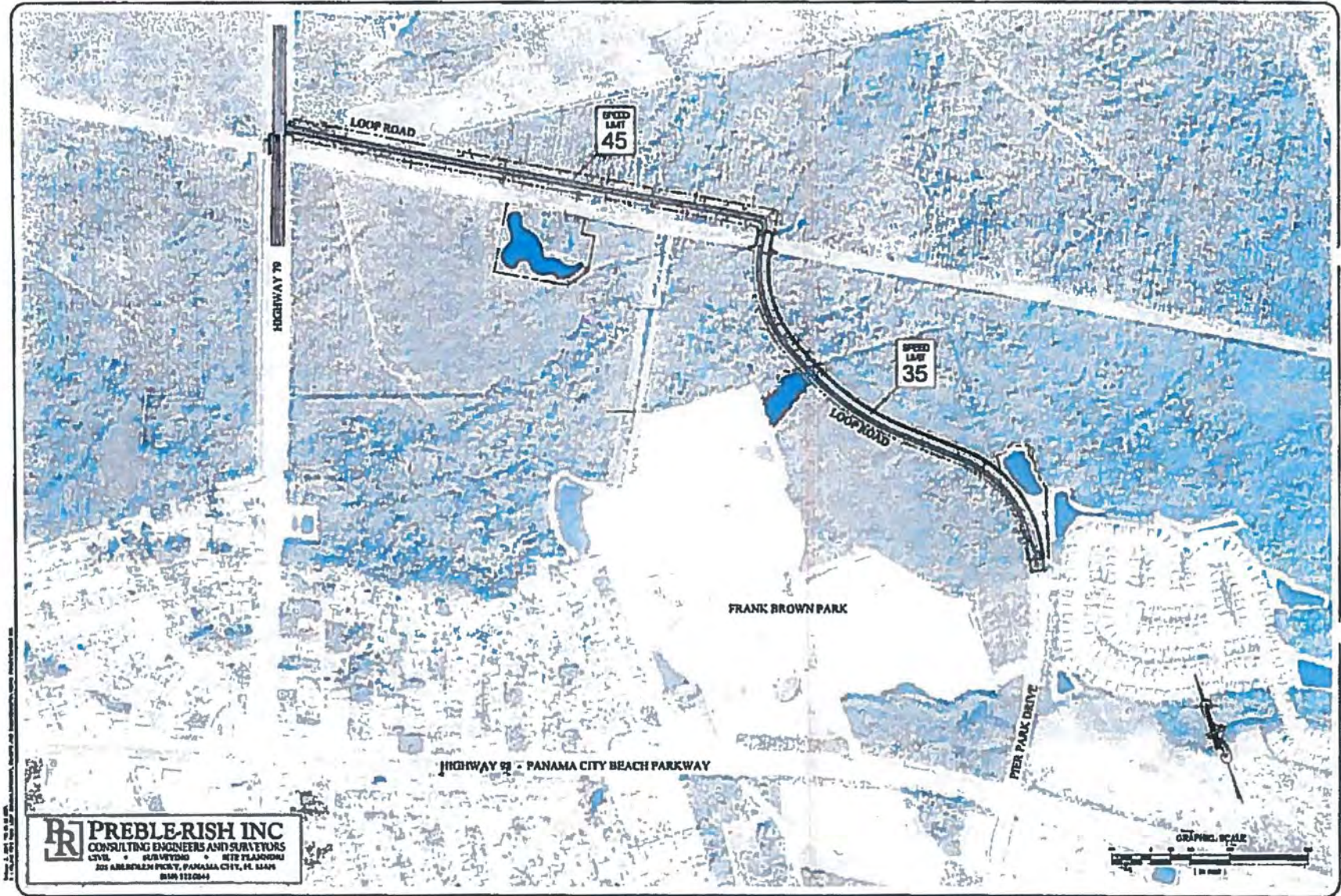
The proposed Loop Road is to be located adjacent to Powerline Road / Gayles Trails which will include an extension of Pier Park Drive to the north of its existing termini. It is our understanding that the subject development will impact five (5) parcels which are denoted by the Bay County Property Appraiser as Parcels: 32720-020-000, 32724-040-000, 32739-050-000, 32740-000-000, and 32739-000-000.

EXHIBIT 1 PROPERTY APPRAISER DATA



AGENDA ITEM #

3



PREBLE-RISH INC
CONSULTING ENGINEERS AND SURVEYORS
CIVIL • SURVEYING • SITE PLANNING
205 ABERDEEN PERRY, PANAMA CITY, FL 32404
(904) 233-0844

**EXHIBIT 2
CONCEPTUAL RIGHT OF WAY MAP**



Data Collection

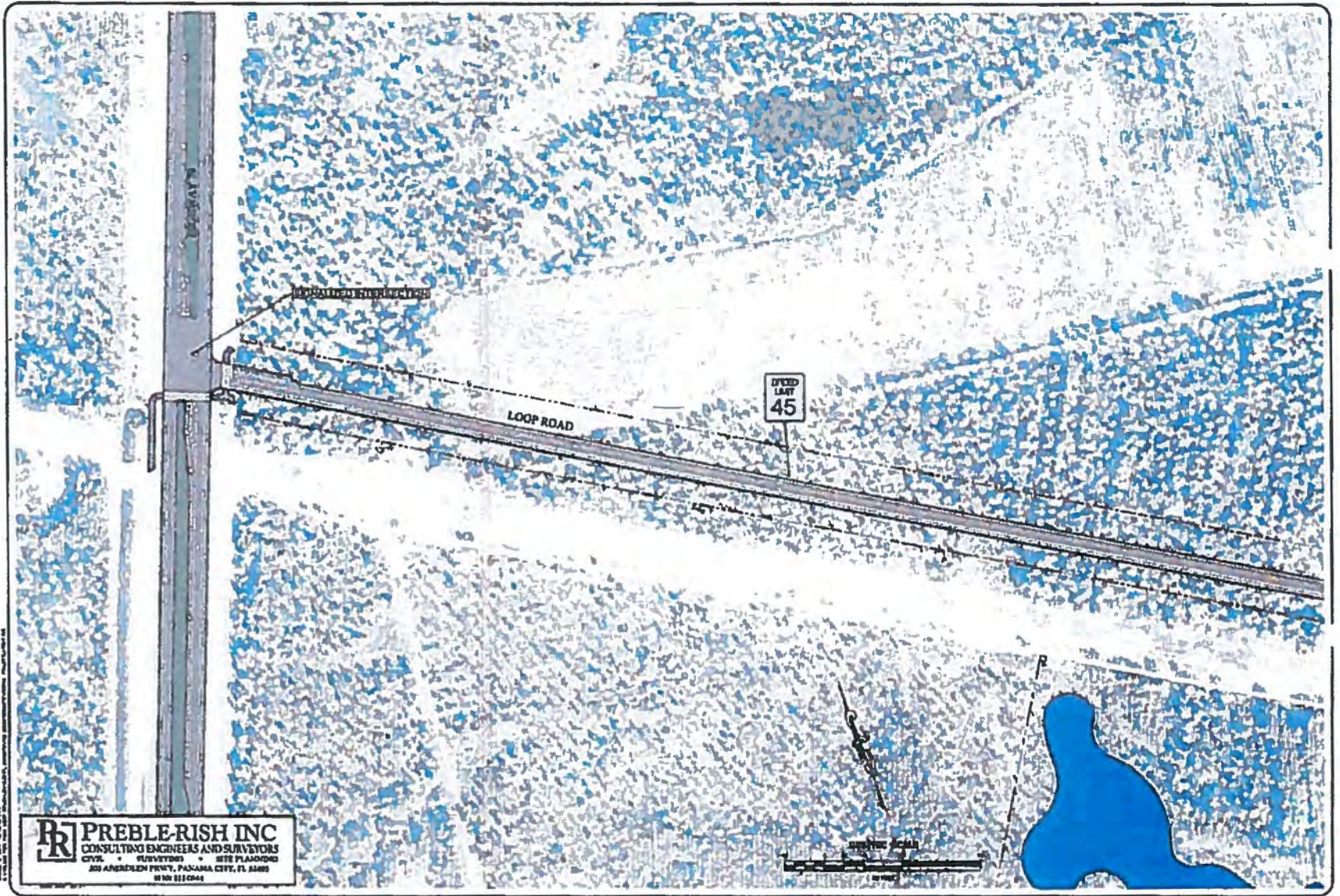
Traffic data for this study was collected by FTE from 8/4/2015 through 8/10/2015. *All raw traffic data collected by FTE is passive, verifiable and not subject to human interpretation.* The Origin and Destination Study was performed by using Traffax Bluetooth Detection Devices and Peek Pulsar Traffic Counters / Classifiers. The 10-hour turning movement counts (TMCs) were collected using Miovision Video Data Collection Units. The Traffax Bluetooth Detection Devices and Peek Pulsar Traffic Counters were deployed at the following locations:

- State Road 30A (US 98 / Panama City Beach Parkway) at Nautilus Street
- State Road 30A (US 98 / Panama City Beach Parkway) at Pier Park Drive
- State Road 79 at Powerline Road

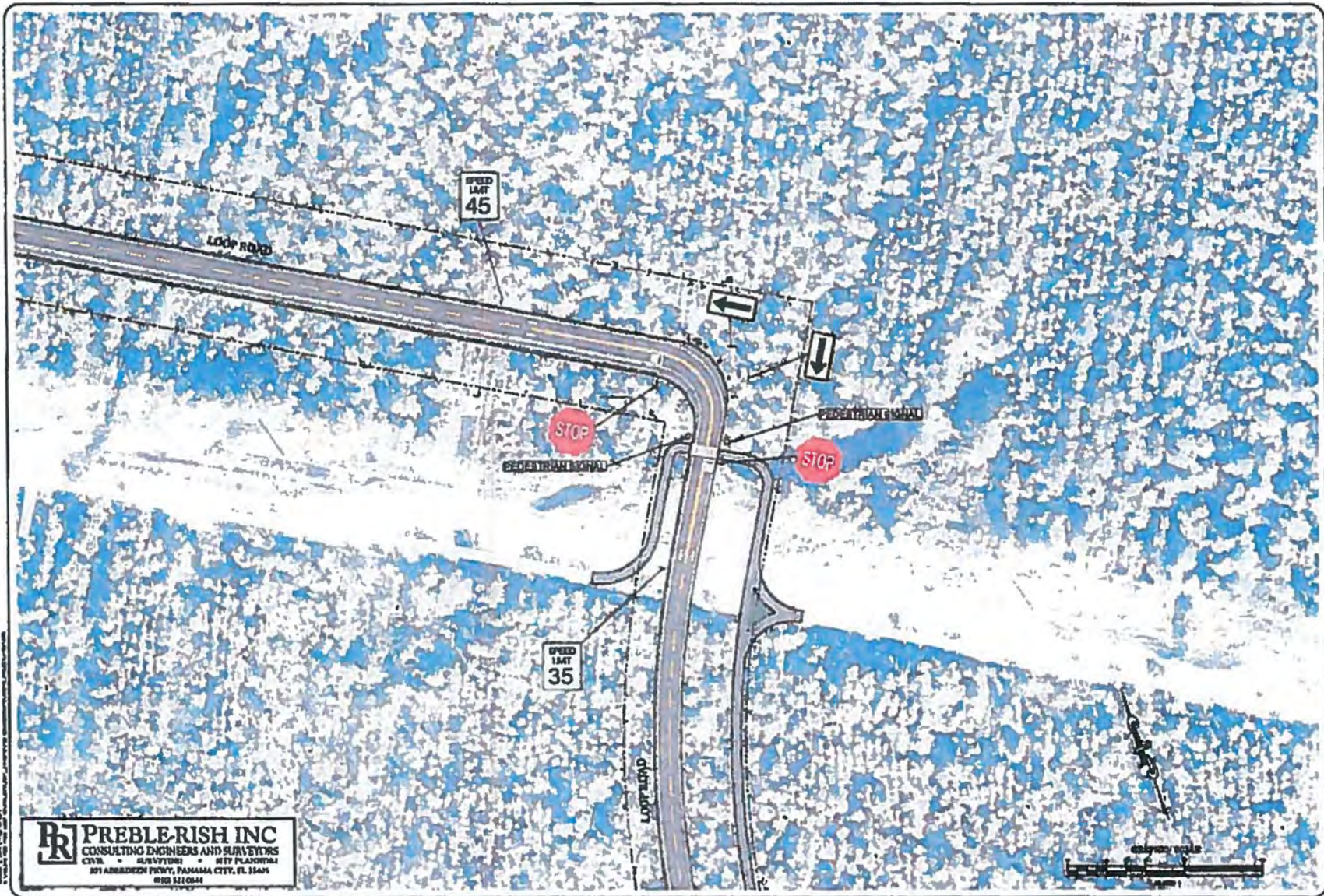
10-hour TMCs collected at the following intersections:

- State Road 30A (US 98 / Panama City Beach Parkway) at Pier Park Drive
- State Road 30A (US 98 / Panama City Beach Parkway) at State Road 79 (Legacy Counts 3/13/2014)

7-day traffic volume counts were also collected at the current main entrance to Frank Brown Park on to State Road 30A (US 98 / Panama City Beach Parkway).



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300 APENNINUS PARKWAY, PASCAGOULA CITY, FL 34990
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PREBLE-RISH INC
 CONSULTING ENGINEERS AND SURVEYORS
 CIVIL ENGINEERS SURVEYORS CITY PLANNERS
 207 AMBERHEATH PARKWAY, PANAMA CITY, FL 32409
 904.221.0844

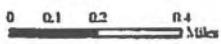
3
 AGENDA ITEM #



Loop Road Options

Sections 7, 8, 16, 17 and 21
of T3S R16W.
Bay County, FL

- Legend**
- █ PC21 Nautilus Housenrns Option
 - █ Loop Road Segment One
 - █ Low Quality Wetlands
 - █ High Quality Wetlands
 - █ St. Joe Property Boundary



FDOT Aerial Photos taken in 2013
Google Earth Image February 2014

10/1/2015

AGENDA ITEM # 2

REGULAR AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Building and Planning Department/Mel Leonard

2. MEETING DATE:
June 8, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council conduct a 1st reading on Fortuna Investments' application for a small-scale plan amendment to the Future Land Use Map of the Comprehensive Plan from Conservation to Tourist and a rezoning from Conservation to CH (Commercial - High Intensity).

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 site consists of approximately 0.45 acres and is located adjacent to Palm Cove Subdivision near the northeast corner of the intersection of Alf Coleman Road and Hutchison Boulevard. The subject property is a portion of a larger parcel (21.79 acres) that is designated and zoned for commercial use. This portion of the property was designated and zoned for Conservation several years ago as part of a condition of a development agreement and Comprehensive Plan amendment. A portion of the buffer will remain but is proposed to be reduced from a width of 25 feet to 10 feet to allow for development of a residential subdivision. The request includes deletion of Comprehensive Plan Policies 13.3 (2) and (3) as they refer to a development agreement that will no longer exist.

The Planning Board considered this request at their May 8, 2017 meeting and recommended approval (5 - 2). The Planning Board Order is attached.

ORDINANCE NO. 1417

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF FORTUNA INVESTMENTS LLC TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM CONSERVATION TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 0.293 ACRES; SAID PARCEL LOCATED AT 11500 HUTCHISON BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; AMENDING THE CITY'S FUTURE LAND USE ELEMENT TO REMOVE CERTAIN RESTRICTIONS INCONSISTENT WITH THE FUTURE LAND USE MAP AMENDMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the "2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan" (the "Comprehensive Plan") on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, Fortuna Investments LLC (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan;

WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on May 8, 2017, and recommended approval of the request (5-2); and

WHEREAS, the Applicant and the City have agreed that the property should be designated "Tourist;" and

WHEREAS, the City Council has conducted two separate readings of this Ordinance as required by the City Charter; and

WHEREAS, the request involves a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed one hundred twenty (120) acres, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1)(d), Florida Statutes; and

WHEREAS, the request necessitates a text change to the City's Future Land Use Element, which amendment relates directly to the revision of the Future Land Use Map (FLUM) contemplated herein and which is being adopted simultaneously with that FLUM amendment, pursuant to Section 163.3187(c), Florida Statutes;

WHEREAS, on _____, the City Council conducted a properly noticed, small scale adoption hearing as required by Section 163.3187(2), Florida Statutes, and adopted this Ordinance in the course of that hearing;

WHEREAS, following the public hearing, the City Council approved the Applicant's request and desires to amend the City's Comprehensive Growth Development Plan pursuant to a small scale amendment as provided in Chapter 163, Florida Statutes, and to change the land use designation of the described parcel from "Conservation" to "Tourist" on the FLUM and amend the relevant policy of the Future Land Use Element; and

WHEREAS, all conditions required for the enactment of an Ordinance to amend the Comprehensive Plan have been met;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA



CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the Comprehensive Plan, to-wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"
and the City's Future Land Use Map is amended accordingly.

SECTION 2. Policy 13.3 of the City's Future Land Use Element is amended to read:

SECTION 3

FUTURE LAND USE ELEMENT

B. Plan Amendments

POLICY 13.3: The property legally described in Ordinance 1076 and consisting of approximately 21.79 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre;
- ~~2. The subject property shall have height limitations as depicted on Exhibit C of the adopted Development Agreement;~~
- ~~3. The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments.~~

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

SECTION 4. This ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___th of _____, 2017.

Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

EXAMINED AND APPROVED by me this ___th day of _____, 2017.

Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 26th day of June, 2017.

POSTED on pcb.gov.com on the ___ day of _____, 2017.

Diane Floyd, City Clerk

EXHIBIT A

LEGAL DESCRIPTION 10 FOOT STRIP

A PARCEL OF LAND LYING AND BEING IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 26, FOR A DISTANCE OF 1,075.40 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 777.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HUTCHISON BOULEVARD (STATE ROAD 392A - 100 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AS FOLLOWS: SOUTH 55 DEGREES 39 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 756.63 FEET; THENCE NORTH 34 DEGREES 20 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 498.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 00 DEGREES 32 MINUTES 56 SECONDS EAST, (10.00 FOOT WEST OF AND PARALLEL WITH THE WEST BOUNDARY LINE OF EMERALD COAST CLUB PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 27 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA), FOR A DISTANCE OF 1,272.23 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID EMERALD COAST CLUB PHASE I; THENCE SOUTH 00 DEGREES 32 MINUTES 56 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID EMERALD COAST CLUB PHASE I, FOR A DISTANCE OF 1,278.95 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF HUTCHISON BOULEVARD; THENCE NORTH 55 DEGREES 39 MINUTES 42 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING. CONTAINING 0.293 ACRES, MORE OR LESS.

**PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH**

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Conservation to Tourist, a Rezoning from C Conservation to CH Commercial High Intensity of a 25' wide strip of land which is located on Parcel ID 34031-010-000 and a text change to the Comprehensive Plan removing number 2 and 3 of Section 3 Policy 13.3.

Submitted by: Fortuna Investments, LLC

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on May, 8 2017 for a Small-Scale Plan Amendment to change the Future Land Use Map from Conservation to Tourist, a Rezoning from C Conservation to CH Commercial High Intensity of a 25' wide strip of land which is located Parcel ID 34031-010-000 and a text change to the Comprehensive Plan removing number 2 and 3 of Section 3 Policy 13.3, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended denial of the rezoning request.
2. The Planning Board listened to the applicant's request and recommended a modified approval of the request with a 5 to 2 decision.
3. The Board approved a rezoning of 15' of the existing 25' wide strip from Conservation to CH / Tourist FLU with the inclusion of a fence and the text change to Section 3 Policy 13.3 removing number 2 and 3.

CONCLUSIONS OF LAW

4. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

5. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / small scale amendment is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 15 day of MAY 20[] .



CHAIRMAN ED BENJAMIN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

BILL # R 911560 2016
 REAL ESTATE TAX/NOTICE RECEIPT FOR BAY COUNTY

[Property Appraisers Site](#)
 PROPERTY # R 34031-010-000

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00465000	\$11,130.43
SCHOOL RLE	.00452700	\$10,836.01
SCHOOL DISC	.00194800	\$4,662.81
NW FL WATER MGT	.00003660	\$87.61
BEACH MOSQUITO	.00029550	\$707.32
TOTAL AD-VALOREM:		\$27,424.18

LAND HOLDING LLC
ATTN: 943000541
P O BOX 25999
SHAWNEE MISSION , KS 66225

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
ASMTS - PCB STORM WATER	\$12.00
TOTAL NON-AD VALOREM:	\$12.00

21.800 ACRES
 26 3S 16W -1.1- 47B
 COMM SW COR OF SEC THE E ALG
 SEC LI 1075.4', N 777.68' TO N
 ROW LI OF HUTCHISON BLVD FOR

COMBINED TAXES & ASMTS: \$27,436.18

DISCOUNT: \$0.00
UNPAID BALANCE: \$0.00

FAIR MKT VALUE \$2,393,640.00 DIST 13
 ASSESS \$2,393,640.00 EXEMPT VALUE \$0.00
 TAXABLE VALUE \$2,393,640.00

Exemptions:

**** PAID ****
 Last Payment: 11/08/2016 Receipt number: 6092356
 Amount Collected: \$26,338.73 Discount Amount: \$0.00

Property Address:
 11500 HUTCHISON BLVD PANAMA CITY BEA 32407

SECTION 3

FUTURE LAND USE ELEMENT

1. PURPOSE AND FORMAT

The purpose of the Land Use Element is to designate proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public buildings and grounds, other public facilities, and other categories of the public and private uses of land. This element is prepared as a requirement of 163.3177, F.S.

The population shown on the Population Estimates and Projections are those for which Panama City Beach will strive to provide urban services. These numbers will be used by public agencies to plan for the range of public facilities and services including roads, parks, schools and sewers. The numbers reflect a middle course of action between planning for the minimum projected growth and planning for the maximum population projection.

A. Coordinated Managed Growth. The Future Land Use Map, the Population Estimates and Projections chart and this interpretive text all help translate the goals, objectives and policies of the Panama City Beach Comprehensive Growth Development Plan into a more specific course of action. They are intended to be used in directing public and private developmental activities. Actions that must be consistent with these maps and related text include functional service plans and amendments, capital improvement programs, public facilities site approvals, subdivision plat and zoning actions, coastal construction, and federal grant application reviews. Before any decision is made in connection with any of these or other developmental processes, a determination will be made as to the consistency of the proposed developmental action with the goals, objectives and policies of the Panama City Beach Comprehensive Growth Development Plan, including the Future Land Use Plan Map, the Estimated Population projections, and this text. Proposed developmental actions and orders should be evaluated to determine the extent to which they are consistent with these Plan components which embody the essence of the City's development policy. Vested rights and legal non-conformity shall be given consideration in all determinations of developmental action or order approval. Developmental actions or orders that preceded the official adoption of this Plan shall not be deemed inconsistent with the Plan until so determined through one of the several developmental decision processes.

B. Plan Amendments. It is recognized that the development capacity of the area within the service area will vary with time. Part of the supply will be utilized and additional supply will be added from time-to-time through the approval of Plan amendments. Some land will be built upon at densities which are higher than permitted by existing zoning because rezonings will occur in the future, and some development will occur at densities lower than that permitted by zoning. Moreover, impediments can arise to the utilization, at maximum potential densities, of all lands within the boundaries. In some urbanized areas, it may be difficult to

1. The area of the subject property located within the CHHA shall be permitted to be developed with non-residential land uses and/or public lodging establishments as defined in Chapter 509.242, F.S. Permanent residential land uses shall be prohibited within the CHHA.

POLICY 13.2: The property legally described in Ordinance 956 and consisting of approximately 22.86 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of fifteen (15) dwelling units per acre.

POLICY 13.3: The property legally described in Ordinance 1076 and consisting of approximately 21.79 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre;

2. The subject property shall have height limitations as depicted on Exhibit C of the adopted Development Agreement;

3. The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments. *(Updated 05-05-06, 10-30-07)*

POLICY 13.4: The property legally described in Ordinance 1128 and consisting of approximately .44 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of six (6) dwelling units per acre. *(Updated 09-25-08)*

POLICY 13.5: The property legally described in Ordinance 1230 and consisting of approximately 27.3 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre.
(Updated July, 2012)

DATA AND ANALYSIS

- I. **APPLICANT:** Fortuna Investments, LLC
- II. **PROJECT LOCATION:** The site is located near the northeast corner of the intersection of Alf Coleman Rd. and Hutchison Boulevard. (See attached maps).
- III. **BACKGROUND:** In November of 2007, Miracle Strip Partners as part of the annexation into the City Limits entered into a Development Agreement with the City addressing future development of the subject site. Among other things, the agreement placed the following requirements into the text of the City's Comprehensive Plan (Policy 13.3). The Policy limited density to 10 dwelling units per acre, placed a 25' buffer along the eastern property line designating the buffer Conservation on the Future Land Use Map and zoning map and referenced Exhibit C of the Development Agreement, which limited height to 40' within 217' of the buffer and 70' beyond 217' from the buffer.

At the last City Council meeting upon the request of the applicant, staff was directed by the City Council to draft paperwork to cancel the development agreement. It is the feeling of the Council that the current Land Development Code has adequate standards to protect adjacent property owners from impacts, which were not in place in the old Code. It is important to note the Development Agreement will expire on its own in November.

Palm Cove Subdivision (adjacent subdivision to the east) history/perspective, from the Bay County Planning Department; "When the Palm Cove development was constructed (in three phases) in the County it was done before the County had adopted Land Development Regulations (2004) detailing setbacks, height restrictions, and other bulk regulations. The first phase that borders Parcel 34031-010-000 has homes with patios that appear to abut the property lines.

When the PCB development was proposed with commercial uses – the community asked for a buffer to minimize disturbances. The property has a significant amount trees and shrubbery that provides a natural buffer.

Several members of the community called our office worried about the removal of this buffer. Most of the people are happy with the proposed development changing

to a residential development but would like to keep at least a 5-10 foot buffer of natural vegetation.”

- IV. **REQUEST:** This request is for the rezoning of a 25’ wide strip of land from C Conservation to CH Commercial High Intensity, which is located along the subject parcels eastern property line (see attached Maps).
- V. **REASON FOR REQUEST:** The applicant is requesting the removal of the Conservation zoning to develop an 85-lot subdivision.
- VI. **PLAN AMENDMENT:** A small-scale plan amendment is required for the requested Future Land Use Map change for the parcel from Conservation to Tourist.

Additionally a text change to the Comprehensive Plan removing number 2 and 3 of Policy 13.3 shown below is required as part of the request:

POLICY 13.3: The property legally described in Ordinance 1076 and consisting of approximately 21.79 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. *The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre;*
2. *The subject property shall have height limitations as depicted on Exhibit C of the adopted Development Agreement;*
3. *The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments. (Updated 05-05-06, 10-10-07)*

VII. **EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. **Roads:** According to the 2017 Panama City Beach Traffic Data Summary, the nearby segment of Panama City Beach Parkway has an annual average daily traffic volume of 46,500 trips. As a result of previously approved construction projects, there may be an additional 7,824 trips generated along this corridor, which may increase future traffic to 54,324 trips or (5,161 peak hour trips) Level of Service F.

The applicant will be required to carry out a detailed traffic impact analysis as part of any future Development Order process and a proportionate fair share contribution to roadway capacity improvements may be required.

2. Potable Water: The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The contract was initially entered into in 1992 and has been revised several times in the past. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day. For 2017, consumption is expected to slightly increase with the improving economy. Daily water demand for January 1, 2016 through December 31, 2016 ranged from 8.5 mgd to 17.1 mgd on a monthly average, with an annual average of 11.9 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City was to be 29.8 mgd, which leaves an excess monthly average capacity ranging from 21.3 mgd to 12.7 mgd with an annual average excess of 18.0 mgd. The excess on the single-day maximum is expected to be 11.3 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

3. Sewer: The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900 acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and

disposal capacity. Monthly average plant flows for January 1, 2016 through December 31, 2016 ranged from 4.8 mgd to 8.9 mgd on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.6 mgd of irrigation water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

The wastewater system has been growing at a faster rate than the water system since a significant portion of the City utility service area had municipal water service, but no sewer service for many years. The City has systematically constructed sewer collection systems in older neighborhoods, with eight being completed since 2003. Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly the City has planned for facilities to be upgraded to coincide with the increased demand.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there may be wetlands located on the southeastern portion of the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

Maps Supplied by FNAI appear to identify the subject area as an area which does not have any significant natural resources.

3. Flood Zones: according to Bay County GIS, the subject parcel is identified as being mostly located in flood zone X, outside of a flood zone, except for the southeastern portion of the site.

C. COMPATIBILITY WITH SURROUNDING LAND USES:

Compatibility has generally been defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The adjacent parcels to the east, (Palm Cove subdivision) are zoned Single Family Residential (Bay County).

If the applicant's rezoning request is approved from Conservation to Commercial High Intensity and the site is developed as proposed into a an 85 lot single-family subdivision, a 25' buffer will not be required between the subject site and the Palm Cove subdivision.

If the site is developed into a commercial use under the current LDC, a 26' wide landscape buffer will be required which includes one tree every 14 feet. Beyond the buffer, the structural setback calculation along the eastern property line will start at 15' for the first story and will increase by one foot for every foot in height above the first floor. For example a 40' building would be setback 45' and a 65' building 70'.

CONCLUSION: After evaluating all of the factors associated with this requested rezoning, staff sees no benefit to the City, adjacent property owners or future residents of the subject site (if in fact the site is developed into a residential subdivision) by the rezoning to Commercial High Intensity or the proposed text changes to the Comprehensive Plan. If the site is developed into a commercial site the mature vegetation, (height and density) will function as a more effective buffer from the negative impacts of incompatible land uses.



Legend

- City Limits
- Zoning_PCB**
- Panama City Beach Zoning**
- Commercial - Low Intensity (CL)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home
- Single Family, Low Density (R-1a)
- Single Family, Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family, High Density (R-1c)
- Residential - Zero Lot Line (R0)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTH)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)



Prepared by The
City of Panama City Beach
Planning Department



CITY OF PANAMA CITY BEACH
Building and Planning Department
 116 S. Arnold Road, Panama City Beach, FL 32413
 850-233-5054. ext. 2313 Fax: 850-233-5049
 Email: achester@pcb.gov

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant:

Name(s): Fortuna Investments, LLC
 Address: 29891 Woodrow Lane, Suite 300
 City: Spanish Fort State: Al Telephone: _____ Fax: _____
 Email: wlowery@battleplancapital.com

Name of Acting Agent: McNeil Carroll Engineering, Inc.
 Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 34031-010-000
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 11500 Hutchison Boulevard

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 Large Scale Amendment: \$2100.00 Date Collected _____
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.

Basic Submittal Requirements - LDC Section 10.02.02

Name: Fortuna Investments, LLC

Address: 29891 Woodrow Lane, Suite 300 Email Address: wlowery@battleplancapital.com

City: Spanish Fort State: AL Telephone: _____ Fax: _____

Date of Preparation: _____ Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) See attached

A vicinity map showing the location of the property.

Present Zoning Designation: _____ Requested Zoning Designation: CH Future Land Use Map: TD

Deed Restrictions or Private Covenants apply to this property: ___ Yes (Please submit a copy) X No

Applicant's Signature(s):

Nathan Cox

Print Name of Applicant



Signature

Date: 4/10/17

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00 _____

Small Scale Amendment Fee: \$1500.00 Includes the rezoning fee.

Large Scale Amendment Fee: \$2100.00 _____ Includes the rezoning fee.

Date Collected: 4/18/2017

**CITY OF PANAMA CITY BEACH PUBLIC NOTICE OF
ANNEXATION, SMALL SCALE AMENDMENT
AND ZONING DESIGNATION REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Fortuna Investments, LLC

ADDRESS/LOCATION: 11500 Hutchison Boulevard
Panama City Beach, FL

This is being requested because, There is a 25' wide strip of land on the eastern boundary zoned conservation that we are requesting to be changed to CH like the rest of the parcel to build a single family residential subdivision on the property.

MEETING INFORMATION:

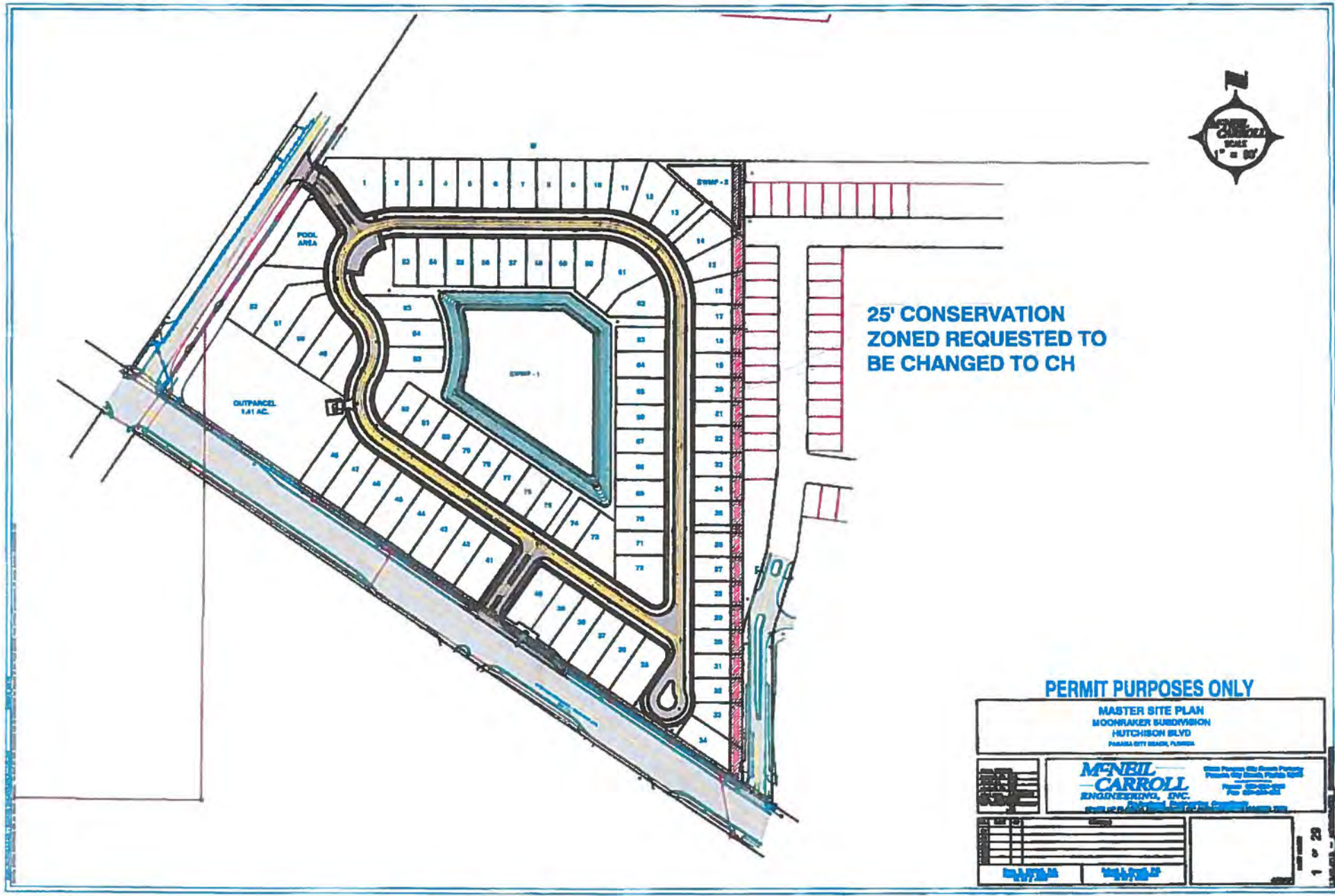
Date: May 8, 2017

Time: 2:00 PM

Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5054, ext. 2313.



**25' CONSERVATION
ZONED REQUESTED TO
BE CHANGED TO CH**

PERMIT PURPOSES ONLY

<p>MASTER SITE PLAN MOONRAKER SUBDIVISION HUTCHISON BLVD PANAMA CITY BEACH, FLORIDA</p>	
	<p>McNEIL-CARROLL ENGINEERING, INC. <small>REGISTERED PROFESSIONAL ENGINEERS</small></p>
	<p><small>With Proper All Other Permits From City, County, Florida Dept of Transportation For Approval For Approval</small></p>
<p>DATE: _____</p> <p>SCALE: _____</p>	<p>1 of 29</p>

REGULAR AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Building and Planning Department/Mel Leonard

2. MEETING DATE:
June 8, 2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council conduct a 1st reading on Fortuna Investments' application for a small-scale plan amendment to the Future Land Use Map of the Comprehensive Plan from Conservation to Tourist and a rezoning from Conservation to CH (Commercial - High Intensity).

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 site consists of approximately 0.45 acres and is located adjacent to Palm Cove Subdivision near the northeast corner of the intersection of Alf Coleman Road and Hutchison Boulevard. The subject property is a portion of a larger parcel (21.79 acres) that is designated and zoned for commercial use. This portion of the property was designated and zoned for Conservation several years ago as part of a condition of a development agreement and Comprehensive Plan amendment. A portion of the buffer will remain but is proposed to be reduced from a width of 25 feet to 10 feet to allow for development of a residential subdivision. The request includes deletion of Comprehensive Plan Policies 13.3 (2) and (3) as they refer to a development agreement that will no longer exist.

The Planning Board considered this request at their May 8, 2017 meeting and recommended approval (5 - 2). The Planning Board Order is attached.

ORDINANCE NO. 1418

AN ORDINANCE REZONING FROM CONSERVATION (C) TO COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 0.293 ACRES; LOCATED AT 11500 HUTCHISON BOULEVARD; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Robert Carroll, agent for Fortuna Investments, LLC, the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Conservation (C) to Commercial High Intensity (CH) as shown below; and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on May 8, 2017, and recommended approval (5-2); and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on _____, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from C to CH, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"

And the City's zoning map is amended accordingly.

SECTION 2. All Ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1417 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of _____, 2017.

MIKE THOMAS, MAYOR

ATTEST:

DIANE FLOYD, CITY CLERK

EXAMINED AND APPROVED by me this ___ day of _____, 2017.

MIKE THOMAS, MAYOR

This is rezoning w/o annexation

PUBLISHED in the Panama City News-Herald on the 26th day of June, 2017.

POSTED on pcb.gov.com on the ____ day of _____, 2017.

DIANE FLOYD, CITY CLERK

Ordinance No. 1418
Page 3 of 3 Pages

AGENDA ITEM # 5

EXHIBIT A

LEGAL DESCRIPTION 10 FOOT STRIP

A PARCEL OF LAND LYING AND BEING IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 26, FOR A DISTANCE OF 1,075.40 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 777.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HUTCHISON BOULEVARD (STATE ROAD 392A - 100 FOOT RIGHT OF WAY); THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AS FOLLOWS: SOUTH 55 DEGREES 39 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 756.63 FEET; THENCE NORTH 34 DEGREES 20 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 55 DEGREES 39 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 498.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 00 DEGREES 32 MINUTES 56 SECONDS EAST, (10.00 FOOT WEST OF AND PARALLEL WITH THE WEST BOUNDARY LINE OF EMERALD COAST CLUB PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 27 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA), FOR A DISTANCE OF 1,272.23 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID EMERALD COAST CLUB PHASE I; THENCE SOUTH 00 DEGREES 32 MINUTES 56 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF SAID EMERALD COAST CLUB PHASE I, FOR A DISTANCE OF 1,278.95 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF HUTCHISON BOULEVARD; THENCE NORTH 55 DEGREES 39 MINUTES 42 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING. CONTAINING 0.293 ACRES, MORE OR LESS.

**PLANNING BOARD OF THE
CITY OF PANAMA CITY BEACH**

IN RE: Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Conservation to Tourist, a Rezoning from C Conservation to CH Commercial High Intensity of a 25' wide strip of land which is located on Parcel ID 34031-010-000 and a text change to the Comprehensive Plan removing number 2 and 3 of Section 3 Policy 13.3.

Submitted by: Fortuna Investments, LLC

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on May, 8 2017 for a Small-Scale Plan Amendment to change the Future Land Use Map from Conservation to Tourist, a Rezoning from C Conservation to CH Commercial High Intensity of a 25' wide strip of land which is located Parcel ID 34031-010-000 and a text change to the Comprehensive Plan removing number 2 and 3 of Section 3 Policy 13.3, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Planning Department Staff delivered information to the Planning Board that recommended denial of the rezoning request.
2. The Planning Board listened to the applicant's request and recommended a modified approval of the request with a 5 to 2 decision.
3. The Board approved a rezoning of 15' of the existing 25' wide strip from Conservation to CH / Tourist FLU with the inclusion of a fence and the text change to Section 3 Policy 13.3 removing number 2 and 3.

CONCLUSIONS OF LAW

4. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial /Legislative hearing on these matters and make a recommendation to the City Council on whether the request should be granted by adoption of ordinances.

5. The request is consistent with the City's Comprehensive Plan.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject rezoning / small scale amendment is hereby recommended for **APPROVAL** and accordingly, the associated Ordinance should be **ADOPTED**.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this 15 day of MAY, 20[] 1.



CHAIRMAN ED BENJAMIN

ATTEST:



CHARLES SILKY, SENIOR PLANNER

NOTICE OF AD VALOREM TAXES & NON-AD VALOREM ASSESSMENTS

BILL # R 911560 2016
 REAL ESTATE TAX/NOTICE RECEIPT FOR BAY COUNTY

Property Appraisers Site
 PROPERTY # R 34031-010-000

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00465000	\$11,130.43
SCHOOL RLE	.00452700	\$10,836.01
SCHOOL DISC	.00194800	\$4,662.81
NW FL WATER MGT	.00003660	\$87.61
BEACH MOSQUITTO	.00029550	\$707.32
TOTAL AD-VALOREM:		\$27,424.18

LAND HOLDING LLC
ATTN: 943000541
P O BOX 25999
SHAWNEE MISSION , KS 66225

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - PCB STORM WATER	\$12.00
TOTAL NON-AD VALOREM:	\$12.00

21.800 ACRES
 26 3S 16W -1.1- 47B
 COMM SW COR OF SEC THE E ALG
 SEC LI 1075.4', N 777.68' TO N
 ROW LI OF HUTCHISON BLVD FOR

COMBINED TAXES & ASMTS: \$27,436.18

DISCOUNT: \$0.00
UNPAID BALANCE: \$0.00

FAIR MKT VALUE \$2,393,640.00 DIST 13
 ASSESS \$2,393,640.00 EXEMPT VALUE \$0.00
 TAXABLE VALUE \$2,393,640.00

Exemptions:

**** PAID ****
 Last Payment: 11/08/2016 Receipt number: 6092356
 Amount Collected: \$26,338.73 Discount Amount: \$0.00

Property Address:
 11500 HUTCHISON BLVD PANAMA CITY BEA 32407

SECTION 3

FUTURE LAND USE ELEMENT

1. PURPOSE AND FORMAT

The purpose of the Land Use Element is to designate proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education, public buildings and grounds, other public facilities, and other categories of the public and private uses of land. This element is prepared as a requirement of 163.3177, F.S.

The population shown on the Population Estimates and Projections are those for which Panama City Beach will strive to provide urban services. These numbers will be used by public agencies to plan for the range of public facilities and services including roads, parks, schools and sewers. The numbers reflect a middle course of action between planning for the minimum projected growth and planning for the maximum population projection.

A. Coordinated Managed Growth. The Future Land Use Map, the Population Estimates and Projections chart and this interpretive text all help translate the goals, objectives and policies of the Panama City Beach Comprehensive Growth Development Plan into a more specific course of action. They are intended to be used in directing public and private developmental activities. Actions that must be consistent with these maps and related text include functional service plans and amendments, capital improvement programs, public facilities site approvals, subdivision plat and zoning actions, coastal construction, and federal grant application reviews. Before any decision is made in connection with any of these or other developmental processes, a determination will be made as to the consistency of the proposed developmental action with the goals, objectives and policies of the Panama City Beach Comprehensive Growth Development Plan, including the Future Land Use Plan Map, the Estimated Population projections, and this text. Proposed developmental actions and orders should be evaluated to determine the extent to which they are consistent with these Plan components which embody the essence of the City's development policy. Vested rights and legal non-conformity shall be given consideration in all determinations of developmental action or order approval. Developmental actions or orders that preceded the official adoption of this Plan shall not be deemed inconsistent with the Plan until so determined through one of the several developmental decision processes.

B. Plan Amendments. It is recognized that the development capacity of the area within the service area will vary with time. Part of the supply will be utilized and additional supply will be added from time-to-time through the approval of Plan amendments. Some land will be built upon at densities which are higher than permitted by existing zoning because rezonings will occur in the future, and some development will occur at densities lower than that permitted by zoning. Moreover, impediments can arise to the utilization, at maximum potential densities, of all lands within the boundaries. In some urbanized areas, it may be difficult to

1. The area of the subject property located within the CHHA shall be permitted to be developed with non-residential land uses and/or public lodging establishments as defined in Chapter 509.242, F.S. Permanent residential land uses shall be prohibited within the CHHA.

POLICY 13.2: The property legally described in Ordinance 956 and consisting of approximately 22.86 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of fifteen (15) dwelling units per acre.

POLICY 13.3: The property legally described in Ordinance 1076 and consisting of approximately 21.79 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre;

2. The subject property shall have height limitations as depicted on Exhibit C of the adopted Development Agreement;

3. The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments. *(Updated 05-05-06, 10-30-07)*

POLICY 13.4: The property legally described in Ordinance 1128 and consisting of approximately .44 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of six (6) dwelling units per acre. *(Updated 09-25-08)*

POLICY 13.5: The property legally described in Ordinance 1230 and consisting of approximately 27.3 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre.
(Updated July, 2012)

DATA AND ANALYSIS

- I. APPLICANT:** Fortuna Investments, LLC
- II. PROJECT LOCATION:** The site is located near the northeast corner of the intersection of Alf Coleman Rd. and Hutchison Boulevard. (See attached maps).
- III. BACKGROUND:** In November of 2007, Miracle Strip Partners as part of the annexation into the City Limits entered into a Development Agreement with the City addressing future development of the subject site. Among other things, the agreement placed the following requirements into the text of the City's Comprehensive Plan (Policy 13.3). The Policy limited density to 10 dwelling units per acre, placed a 25' buffer along the eastern property line designating the buffer Conservation on the Future Land Use Map and zoning map and referenced Exhibit C of the Development Agreement, which limited height to 40' within 217' of the buffer and 70' beyond 217' from the buffer.

At the last City Council meeting upon the request of the applicant, staff was directed by the City Council to draft paperwork to cancel the development agreement. It is the feeling of the Council that the current Land Development Code has adequate standards to protect adjacent property owners from impacts, which were not in place in the old Code. It is important to note the Development Agreement will expire on its own in November.

Palm Cove Subdivision (adjacent subdivision to the east) history/perspective, from the Bay County Planning Department; "When the Palm Cove development was constructed (in three phases) in the County it was done before the County had adopted Land Development Regulations (2004) detailing setbacks, height restrictions, and other bulk regulations. The first phase that borders Parcel 34031-010-000 has homes with patios that appear to abut the property lines.

When the PCB development was proposed with commercial uses – the community asked for a buffer to minimize disturbances. The property has a significant amount trees and shrubbery that provides a natural buffer.

Several members of the community called our office worried about the removal of this buffer. Most of the people are happy with the proposed development changing

to a residential development but would like to keep at least a 5-10 foot buffer of natural vegetation.”

- IV. **REQUEST:** This request is for the rezoning of a 25’ wide strip of land from C Conservation to CH Commercial High Intensity, which is located along the subject parcels eastern property line (see attached Maps).
- V. **REASON FOR REQUEST:** The applicant is requesting the removal of the Conservation zoning to develop an 85-lot subdivision.
- VI. **PLAN AMENDMENT:** A small-scale plan amendment is required for the requested Future Land Use Map change for the parcel from Conservation to Tourist.

Additionally a text change to the Comprehensive Plan removing number 2 and 3 of Policy 13.3 shown below is required as part of the request:

POLICY 13.3: The property legally described in Ordinance 1076 and consisting of approximately 21.79 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

1. *The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre;*
2. *The subject property shall have height limitations as depicted on Exhibit C of the adopted Development Agreement;*
3. *The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments. (Updated 05-05-06, 10-10-07)*

VII. EVALUATION:

A. IMPACT ON PUBLIC FACILITIES:

1. **Roads:** According to the 2017 Panama City Beach Traffic Data Summary, the nearby segment of Panama City Beach Parkway has an annual average daily traffic volume of 46,500 trips. As a result of previously approved construction projects, there may be an additional 7,824 trips generated along this corridor, which may increase future traffic to 54,324 trips or (5,161 peak hour trips) Level of Service F.

The applicant will be required to carry out a detailed traffic impact analysis as part of any future Development Order process and a proportionate fair share contribution to roadway capacity improvements may be required.

2. Potable Water: The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The contract was initially entered into in 1992 and has been revised several times in the past. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020. The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day. For 2017, consumption is expected to slightly increase with the improving economy. Daily water demand for January 1, 2016 through December 31, 2016 ranged from 8.5 mgd to 17.1 mgd on a monthly average, with an annual average of 11.9 mgd. The maximum single-day demand was 18.5 mgd. The County's projected available capacity to supply potable water to the City was to be 29.8 mgd, which leaves an excess monthly average capacity ranging from 21.3 mgd to 12.7 mgd with an annual average excess of 18.0 mgd. The excess on the single-day maximum is expected to be 11.3 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of total potable water consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

3. Sewer: The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900 acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and

disposal capacity. Monthly average plant flows for January 1, 2016 through December 31, 2016 ranged from 4.8 mgd to 8.9 mgd on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided between 1.5 and 3.6 mgd of irrigation water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

The wastewater system has been growing at a faster rate than the water system since a significant portion of the City utility service area had municipal water service, but no sewer service for many years. The City has systematically constructed sewer collection systems in older neighborhoods, with eight being completed since 2003. Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly the City has planned for facilities to be upgraded to coincide with the increased demand.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there may be wetlands located on the southeastern portion of the subject site.
2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

Maps Supplied by FNAI appear to identify the subject area as an area which does not have any significant natural resources.

3. Flood Zones: according to Bay County GIS, the subject parcel is identified as being mostly located in flood zone X, outside of a flood zone, except for the southeastern portion of the site.

C. COMPATABILITY WITH SURROUNDING LAND USES:

Compatibility has generally been defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The adjacent parcels to the east, (Palm Cove subdivision) are zoned Single Family Residential (Bay County).

If the applicant's rezoning request is approved from Conservation to Commercial High Intensity and the site is developed as proposed into a an 85 lot single-family subdivision, a 25' buffer will not be required between the subject site and the Palm Cove subdivision.

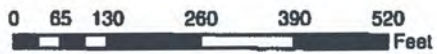
If the site is developed into a commercial use under the current LDC, a 26' wide landscape buffer will be required which includes one tree every 14 feet. Beyond the buffer, the structural setback calculation along the eastern property line will start at 15' for the first story and will increase by one foot for every foot in height above the first floor. For example a 40' building would be setback 45' and a 65' building 70'.

CONCLUSION: After evaluating all of the factors associated with this requested rezoning, staff sees no benefit to the City, adjacent property owners or future residents of the subject site (if in fact the site is developed into a residential subdivision) by the rezoning to Commercial High Intensity or the proposed text changes to the Comprehensive Plan. If the site is developed into a commercial site the mature vegetation, (height and density) will function as a more effective buffer from the negative impacts of incompatible land uses.



Legend

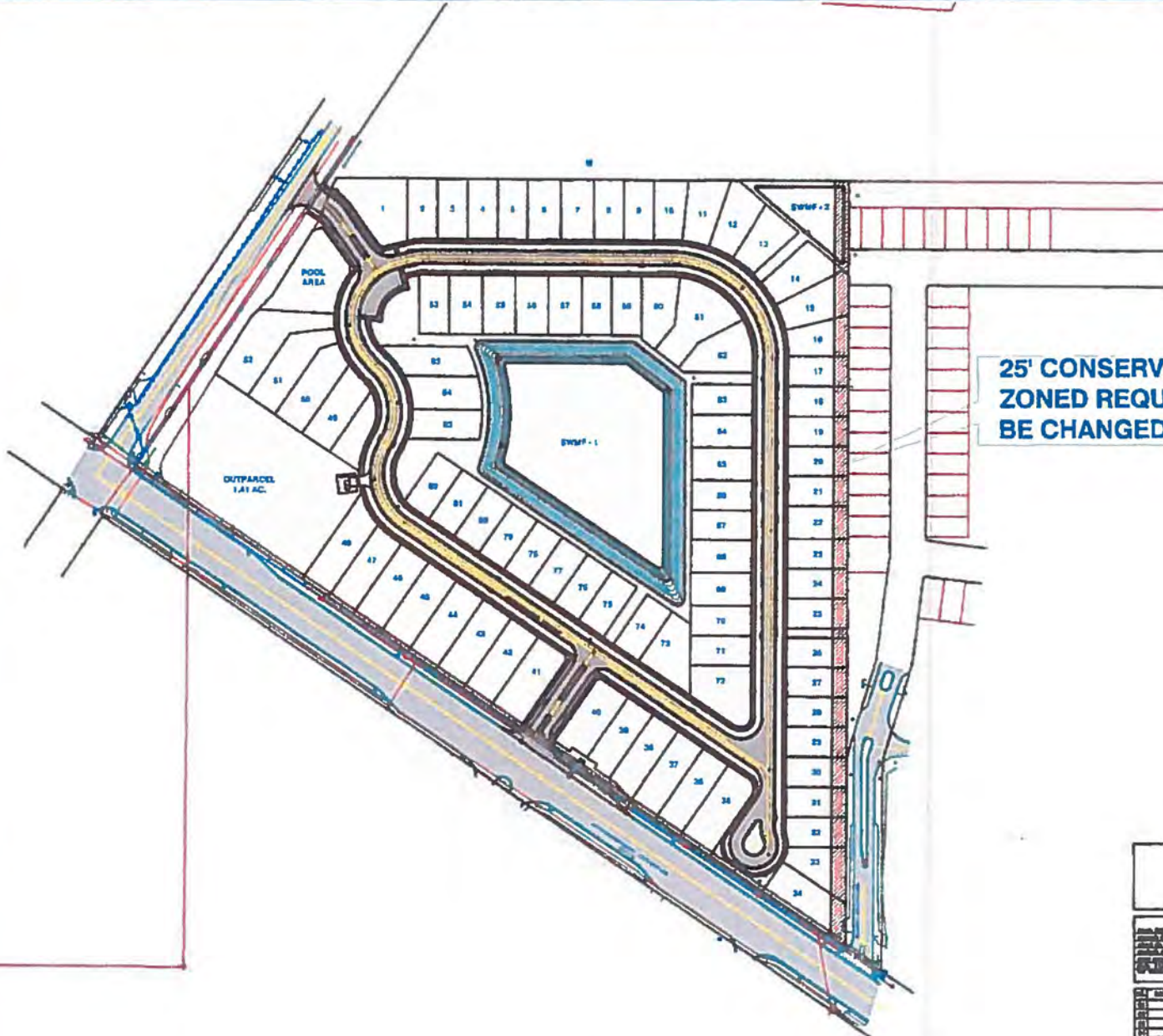
- City Limits
- Zoning_PCB**
- Panama City Beach Zoning**
- Commercial - Low Intensity (CL)
- Commercial - Medium Intensity (CM)
- Single Family, High Density Manufactured Home
- Single Family, Low Density (R-1a)
- Single Family, Medium Density (R-1b)
- Planned Unit Development (PUD)
- Single Family, High Density (R-1c)
- Residential - Zero Lot Line (RO)
- Light Industry (M-1)
- Recreation (R)
- Conservation (C)
- Agricultural and Rural Residential (AR)
- Townhouse (RTH)
- Limited Multi-family (R-2)
- Unlimited Multi-family (R-3)
- Commercial - High Intensity (CH)
- Public Facilities (PF)



Prepared by The
City of Panama City Beach
Planning Department

AGENDA ITEM #

5



25' CONSERVATION ZONED REQUESTED TO BE CHANGED TO CH

PERMIT PURPOSES ONLY

MASTER SITE PLAN
MOONRAKER SUBDIVISION
HUTCHISON BLVD
PANAMA CITY BEACH, FLORIDA

DATE	
REVISION	
DESCRIPTION	
BY	
CHECKED	
APPROVED	

M. CARROLL
ENGINEERING, INC.
MEMBER OF THE CARROLL GROUP OF PROFESSIONAL ENGINEERS

5950 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 904-939-9400
Fax: 904-939-9401

DATE	
REVISION	
DESCRIPTION	
BY	
CHECKED	
APPROVED	

AGENDA ITEM #

6



CITY OF PANAMA CITY BEACH
Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5054. ext. 2313 Fax: 850-233-5049
Email: achester@pcb.gov

REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant:

Name(s): Fortuna Investments, LLC

Address: 29891 Woodrow Lane, Suite 300

City: Spanish Fort State: AL Telephone: _____ Fax: _____

Email: wlowery@battleplancapital.com

Name of Acting Agent: McNeil Carroll Engineering, Inc.

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Parcel Number of Property for Zoning or Rezoning: 34031-010-000
 (Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: 11500 Hutchison Boulevard

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Small Scale Amendment: \$1500.00 Large Scale Amendment: \$2100.00 Date Collected _____
 If a plan amendment is necessary, please provide an analysis of the consistency of the proposed amendment with all requirements of the Comprehensive Plan and LDC.

The procedure for review of application is found in Sections 10.02.01 and 10.02.10 of the LDC.

Basic Submittal Requirements - LDC Section 10.02.02

Name: Fortuna Investments, LLC

Address: 29891 Woodrow Lane, Suite 300 Email Address: wlowery@battleplancapital.com

City: Spanish Fort State: AL Telephone: _____ Fax: _____

Date of Preparation: _____ Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) See attached

A vicinity map showing the location of the property.

Present Zoning Designation: Conservation Requested Zoning Designation: CH Future Land Use Map: TD

Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) No

Applicant's Signature(s):

Nathan Cox

Print Name of Applicant



Signature

Date: 4/18/17

Print Name of Applicant

Signature

Date: _____

FEES:

Rezoning Application Fee: \$900.00 _____

Small Scale Amendment Fee: \$1500.00 X Includes the rezoning fee.

Large Scale Amendment Fee: \$2100.00 _____ Includes the rezoning fee.

Date Collected: 4/18/2017

**CITY OF PANAMA CITY BEACH PUBLIC NOTICE OF
ANNEXATION, SMALL SCALE AMENDMENT
AND ZONING DESIGNATION REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

APPLICANT: Fortuna Investments, LLC

ADDRESS/LOCATION: 11500 Hutchison Boulevard
Panama City Beach, FL

This is being requested because, There is a 25' wide strip of land on the eastern boundary zoned conservation that we are requesting to be changed to CH like the rest of the parcel to build a single family residential subdivision on the property.

MEETING INFORMATION:

Date: May 8, 2017

Time: 2:00 PM

Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

The applicant for this rezoning request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5054, ext. 2313.

REGULAR AGENDA
ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 8, 2017

3. REQUESTED MOTION/ACTION:

Approve the a budget amendment to allow construction of approximately 136 parking spaces on land leased from the St Joe company in the not to exceed amount of \$165,000.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

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

Conservation Park has been experiencing substantial yearly growth in visitors since it opened in 2011. The original paved lot has 17 parking spaces available to the public. At times, when public events are scheduled, in excess of 100 cars have parked on the shoulders of the road leading to the park. Staff desires to construct a 136 space overflow lot on land adjacent to the City's current paved parking. The advantages of the proposed site are its size (4.3 acres) and lack of appreciable wetlands, enabling simplified permitting and construction. The St. Joe company has agreed to lease the needed land to the City for \$500 per year. Driveways and parking spaces would be constructed from compacted limerock base material in a layout that provides an open feel and buffers of native vegetation. Walking paths to the existing paved lot and restrooms would be constructed of finely crushed stone to allow for ADA access. Additional improvements in the initial construction would be a stormwater management area and split rail fencing between parking stalls and buffers.

This improvement has been under consideration for some time, but is not currently budgeted. Staff estimates costs will be under \$165,000, and the majority of the construction work would be competitively bid after construction drawings are completed. Bids will be presented to the Council for approval prior to entering into any contracts for construction. A draft parking layout and a budget amendment have been prepared. Staff recommends the City Council approve the Utilities Wastewater Fund budget amendment so design and bidding can proceed once the land lease is in hand.

RESOLUTION 17-96

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE LICENSE OF LAND ADJACENT TO CONSERVATION PARK IN AN ANNUAL AMOUNT OF \$500; AUTHORIZING A BUDGET AMENDMENT IN AN AMOUNT OF \$165,000 TO ALLOW FOR CONSTRUCTION OF PARKING IMPROVEMENTS ON THE LAND; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and St. Joe Company relating to the license of land adjacent to Conservation Park to be used for the construction of parking spaces in the annual amount of Five Hundred Dollars (\$500), on substantially the terms and conditions set forth in the agreement attached hereto as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment (# 33) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated herein.
3. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 8 day of June, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Floyd, City Clerk

**LICENSE AND INDEMNIFICATION AGREEMENT
AND WAIVER OF CLAIMS**

THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS ("Agreement") is made and entered into by and between **THE ST. JOE COMPANY**, a Florida corporation ("Licensor"), and **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("Licensee").

RECITALS:

A. Licensor is the owner of the land depicted in the map referenced as **EXHIBIT "A"** ("Property").

B. Licensee desires to enter the Property for the purpose of constructing a parking lot and stormwater retention pond to service Licensee's adjacent conservation park and related recreational improvements ("Recreational Area"), together with the right to maintain, repair, replace and use the Property (hereinafter the "Permitted Activities").

C. Licensor is willing to grant Licensee a temporary non-exclusive revocable right of usage and access to and from the Property ("License") to conduct the Permitted Activities, but only based on the terms and conditions hereof.

D. Licensee acknowledges and appreciates the risks of coming on the Property.

E. Licensee acknowledges and agrees that Licensee and all persons under Licensee's direction and control, as well as any other person on the Property because of Licensee (collectively, the "Invitees") and Contractors (defined herein) shall at all times exercise due care for their own personal safety and the safety on the Property and shall indemnify Licensor for damages which may occur on the Property and are or will be associated with Licensee's entry on the Property.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated herein as if restated.

2. **Grant of License.** Licensor hereby grants a License to Licensee, its employees, agents, subcontractors, and persons under Licensee's control, and to any contractor hired by Licensee, its employees, agents, subcontractors, and all persons under their direction and control (collectively, "Contractors"), as well as the "Invitees", to enter the Property for the sole purpose of conducting the Permitted Activities and so long as Licensor owns the Property. Licensee may not conduct any activity within the Property other than the Permitted Activities without the prior written consent of Licensor.

3. **Possession Date, Term and Extension Option.** Unless terminated by Licensor, the term ("Term") of the License shall commence on _____, 2017 ("Possession

Exhibit A AGENDA ITEM # 6

Date”) and shall run for a period of five (5) years (“Termination Date”). The parties hereto mutually agree to consider one (1) successive five (5) year extension term (“Extension Option”) provided that Licensee delivers written notice to Licensor at least thirty (30) days prior to the anniversary of the fourth (4th) year of the Term and that Licensee is not in default of any of its obligations under this Agreement. Licensor shall have the right to accept or reject the Extension Option in its sole and absolute discretion. The Extension Option Term shall commence as of the date immediately following the expiration of the Term (“Extension Term Commencement”) and terminate on the day immediately preceding the applicable anniversary of the Extension Term Commencement.

4. **Termination.** Licensor may terminate this Agreement upon the occurrence of any of the following:

- (a) Failure of Licensee to comply with the terms of this Agreement;
- (b) Failure of Licensee to comply with the terms of the Permits, as hereinafter defined; or
- (c) Conveyance of the Property.

5. **License Fee.** Licensee shall pay to Licensor the sum of \$500 on an annual basis.

6. **Use Restrictions.** The Property may be used solely to conduct the Permitted Activities and only during the Term. Licensee shall faithfully comply with all rules posted on the Property or otherwise dictated by Licensor and this Agreement. There shall be no use or act by Licensee, its Contractors or Invitees which is in violation of any such rule, or any law or ordinance established by any federal, state, municipal or local governmental or regulatory agency pursuant to this Agreement. Licensee, its Contractors or Invitees agree to comply with all applicable laws, rules and regulations, including but not limited to, the provisions of the EMA and RGP as further defined herein. Licensee shall be solely responsible for any permit non-compliance and construction defaults pursuant to this Agreement caused by Licensee, its Contractors or Invitees. Licensee shall not permit any use of the Property which would cause a disruption or which would be offensive or harmful in Licensor’s reasonable discretion.

7. **Construction of Recreational Area.** Prior to performing any Permitted Activity under this Agreement, Licensee shall have any Contractors performing any work on or around the Property execute and deliver to Licensor a Joinder Agreement in the form attached hereto as **EXHIBIT “B”**. Contractors shall comply with this Agreement, all Permits, as well as all applicable laws and regulations, with respect to performing the Permitted Activities. Licensee shall be responsible for all costs required for the Permitted Activities and, unless Licensee obtains Owner’s prior written consent, Licensee’s activities on the Property shall be limited to the Permitted Activities. The Licensee shall not make any improvements to the Property without the Owner’s prior written consent.

7.1. **As-Is Condition.** Licensee agrees the acceptance of the Property and any systems and equipment serving the Property shall be “AS IS,” without any agreements,

representations, understandings or obligations on the part of Licensor to perform any further alterations, repairs or improvements and shall further constitute a waiver and release by Licensee of any claim or cause of action for damages from Licensor resulting from any error or omission.

7.2. Licensee's Plans and Specifications. Not later than the Possession Date, Licensee shall submit to Licensor for its review and approval and, if necessary, resubmit the same from time to time within fifteen (15) days after receipt of written notice of disapproval thereof from Licensor, until the same are approved by Licensor, detailed drawings, plans and specifications of and for all improvements to be constructed and installed by Licensee on the Property ("Plans and Specifications"). Licensee shall not apply for any permitting or commence the construction and installation of any of Licensee's improvements unless and until Licensor shall give its written consent and approval to the Plans and Specifications (hereinafter "Approved Plans and Specifications"), which consent cannot be unreasonably withheld or delayed. Upon receipt of Licensor's approval of the Plans and Specifications, Licensee shall promptly thereafter, and at its sole cost and expense, seek and obtain all necessary building permits and governmental approvals required to enable Licensee to construct Licensee's improvements.

7.3. Licensee's Improvements. Promptly following the later of: (a) the Possession Date or (b) Licensee's receipt of (i) Approved Plans and Specifications and (ii) all necessary building permits and governmental approvals, Licensee shall, at its expense, commence the construction and installation of Licensee's improvements as so approved ("Licensee's Improvements"). Licensee shall cause all of Licensee's Improvements to be completed on or before _____ ("Improvements Completion Date"). Licensee warrants and represents to Licensor that all such Licensee's Improvements will be performed in a good workmanlike manner and in conformance with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities, and in accordance with the Approved Plans and Specifications. The contractor selected by Licensee to perform Licensee's Improvements shall be licensed, bonded, and approved by Licensor in writing prior to commencement of construction. All contractors performing work on the Property shall carry workers' compensation insurance, builder's risk insurance, commercial general liability insurance and excess liability insurance in amounts reasonably acceptable to Licensor and shall deliver a certificate of insurance evidencing such coverages to Licensor prior to commencing work on the Property.

7.4. Construction Process. The provisions of this Article 7 shall apply to the improvement of the Property in the first instance, and any future modifications, alteration or renovations to the Property, and, unless clearly inapplicable, to all reconstruction or restoration performed pursuant to any other portion of this Agreement by Licensee.

7.5. Licensor Not Bound. Licensor's approval of the Plans and Specifications shall not be construed as approval of the structural adequacy or integrity of the work detailed therein, or of the conformity of the same to applicable building codes and other legal requirements. Any work which does not conform to the Approved Plans and Specifications, if so required by Licensor or by law, shall be removed or reconstructed by Licensee, at Licensee's sole cost and expense.

7.6. Compliance With Laws. Prior to the commencement of Licensee's Improvements, the Approved Plans and Specifications shall be filed with and approved by all governmental departments or authorities having or claiming jurisdiction of or over the Property, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies. In any such work (and all other work performed within the Property by Licensee), Licensee shall comply with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments (including the Americans With Disabilities Act of 1990, the Florida Americans With Disabilities Accessibility Implementation Act, and the related implementing regulations, codes, rules and accessibility guidelines, as such acts and related regulations, codes, rules and guidelines may be amended from time to time (collectively, the "ADA"), and of all other governmental authorities having or claiming jurisdiction of or over the Property or any part of either, and of all their respective departments, bureaus and offices, and with the requirements and regulations, if any, of such public utilities, of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or of any other body exercising similar functions, and of all insurance companies then writing policies covering the Property or any part thereof. There shall be no encroachment on any street right-of-way, sidewalk or on any adjoining Property by any of the Licensee's Improvements.

7.6.1 Ecosystem Management Agreement Compliance. The Property is subject to the St. Joe Ecosystem Management Agreement for Bay and Walton Counties ("EMA") entered into by Licensor and the Florida Department of Environmental Protection ("FDEP") dated October 11, 2004 and to the Regional General Permit SAJ-86 ("RGP") covering a regional area inclusive of the Property authorized by the Army Corp of Engineers ("Corps") on June 30, 2004, as renewed. The EMA and RGP establish certain guidelines for regulatory permitting of the Property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies and may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm>. Licensee acknowledges and agrees that any permitting contemplated pursuant to the EMA and RGP shall require Licensor to be the applicant and Licensee to be the co-applicant under such applications. Licensee shall provide Licensor with a copy of final as-built drawings and certifications submitted to FDEP and the Corps. Licensee agrees to obtain any necessary permits related to wetlands impacts, subsequent mitigation and the management of stormwater or provision of stormwater improvements necessary to support the Project in compliance with the EMA and RGP. Licensee shall be solely responsible for any and all costs related to the application for the EMA and RGP permits to include, but not be limited to, surveying, title work and recording fees. In the event Licensor incurs costs associated with the application for permits, Licensor shall provide Licensee with copies of invoices for reimbursement by Licensee to Licensor within thirty (30) days of Licensee's receipt of same. Licensee agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event Licensee is permitted to fill or otherwise impact any wetlands located on the Property pursuant to the EMA and/or RGP, Licensee agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, Licensee acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA. Licensee shall defend, indemnify and hold Licensor harmless from and in respect to any loss, costs, expenses and damages associated with either (a) the unauthorized filling or impacting of wetlands within or

beyond the boundary of the Property, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore said property to its original condition prior to filling or impacting pursuant to the written direction of Licensor and/or applicable governing authorities or (b) Licensee's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA.

7.6.2. Mitigation Requirements. Licensee shall be solely responsible for all mitigation required for impacts to low quality wetlands and high quality wetlands within the Property. Licensee shall be responsible for any and all costs related to any mitigation requirements including, but not limited to, identifying and obtaining a legal description, sketch and title policy for the mitigation. Any mitigation credits for impacts to high quality wetlands related to the Permitted Activities shall be purchased by Licensee from Licensor's Breakfast Point Mitigation Bank at the market price. Licensee and Licensor shall enter into a separate agreement for the purchase of mitigation credits at the time the number of mitigation credits required for the Permitted Activities is determined.

7.7. Construction Schedule. Prior to the commencement of Licensee's Improvements, Licensee shall furnish to Licensor a detailed construction schedule and thereafter shall promptly notify Licensor of any substantial changes therein. If a work stoppage in excess of, or anticipated by Licensee to be in excess of, fifteen (15) days occurs that was not provided for in the construction schedule, Licensee shall promptly provide Licensor with written notice thereof, together with a statement of the reason or reasons therefor. Licensor may declare that an Event of Default by Licensee has occurred if all work on constructing Licensee's Improvements ceases for more than thirty (30) consecutive days (other than as a result of a Licensor Delay) or if all construction work is not completed as of the Improvements Completion Date (other than as a result of a Licensor Delay).

7.8. Coordination of Work. Licensee recognizes that, from time to time, there may be other ongoing activities on the Property and, if so, Licensee agrees to coordinate Licensee's Improvements with such other activities so as not to interfere with such other on-going activities. Licensee further acknowledges and agrees that such other activities may, from time to time, interfere with Licensee's (and Licensee's contractors', subcontractors' and suppliers') access to the Property or other aspects of Licensee's Improvements. Notwithstanding anything contained herein to the contrary, in no event shall Licensee be permitted to perform any work in connection with Licensee's Improvements before 7:00 a.m. or after 7:00 p.m., Monday through Sunday, without Licensor's prior written approval, which may be withheld in Licensor's sole and absolute discretion.

7.9. Inspection. Licensor or its designee shall have the right to inspect any of Licensee's Improvements at all times during normal working hours and to send to the Property for that purpose (at its own expense) such architects, engineers and other technical persons as it may deem necessary so long as such inspections and persons maintained at the Property do not unreasonably interfere with Licensee's Improvements. Notwithstanding such inspections, Licensor shall not assume any responsibility for the proper performance of Licensee's Improvements in accordance with the terms of this Lease, nor any liability arising from the improper performance thereof.

7.10. No Liens. All of Licensee's Improvements shall be performed at Licensee's sole cost and expense, free of any expense to Licensor and of any liens on Licensor's fee simple interest. Licensee shall pay or bond off any lien placed by any Contractor on the Property within fifteen (15) days of the recording of such lien in the public records.

7.11. Completion. Upon substantial completion of Licensee's Improvements in accordance with the Approved Plans and Specifications, Licensee shall deliver to Licensor a complete set of "as built" drawings for the Property detailing all of Licensee's Improvements.

7.12. Obligations of Licensee Prior to and Upon Entry. Prior to entering the Property, Licensee shall furnish to Licensor evidence of insurance coverage as required herein, and, in addition, shall deliver to Licensor satisfactory proof that all workers of Licensee, and all of its contractors and subcontractors entering upon the Property, shall be covered by workers' compensation insurance as required by law.

7.13. Additional Remedies for Failure to Complete Licensee's Improvements. If Licensee fails to complete Licensee's Improvements on or before the Improvements Completion Date, Licensor may, at its option, in addition to and not in limitation of Licensor's other remedies, enter upon the Property and either: (a) restore the Property to the condition it was in before Licensee began completing Licensee's Improvements; or (b) do whatever is required to complete Licensee's Improvements. Licensor shall have no liability to Licensee for any loss or damage resulting in any way from such action by Licensor, and Licensee agrees to pay promptly upon demand any expense incurred by Licensor in taking such action, with interest thereon, at the Default Rate, if not so paid on demand.

8. Maintenance. Licensee shall be responsible, at its sole cost and expense, for any and all maintenance and repairs to the Property during the Term including, but not limited to, the maintenance of the stormwater management facilities.

9. Release and Indemnity. As further consideration for the License granted hereunder, Licensee hereby agrees:

9.1. to assume all risks involved and to be fully responsible for the safety of Licensee, its Contractors and Invitees and, and hereby releases, saves and discharges Licensor, its successors and assigns, from any and all claims and demands of whatever nature, whether for personal injury or death of Licensee, its Contractors or Invitees, or loss of, or damage to personal property, and hereby assume further full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to Licensee and any Contractors and Invitees as a result of the License granted herein; and

9.2. to indemnify and hold harmless Licensor, its successors or assigns (without waiving the sovereign immunity limitations on liability for Licensee under §768.28, Florida Statutes) from any liability, costs and expenses, including attorney's fees, on account of injury to or death of any person or persons whomsoever, including Licensee, Contractors, Invitees, employees, agents or representatives of the parties hereto or third persons, or for any loss or

damage to property arising from or in connection with the permitted Activities, the use or occupancy of the Property, or from ingress or egress from the Property.

9.3 that Licensor will look solely to Licensee's indemnification set forth herein this Article 9 in connection with Licensee and its Contractors and Invitees entry upon and including any activity on the Property.

9.4 that neither Licensee nor its Contractors or Invitees shall record a Notice of Commencement on the Property and that Licensee shall pay for all services in connection with the Permitted Activities and pay or bond off any liens recorded against the Property by Contractors and/or Invitees within fifteen (15) days of recording of said liens.

10. **Confidentiality.** For so long as Licensor owns the Property, any information or knowledge acquired by Licensee or its Contractors and Invitees from the Permitted Activities or otherwise gained as a direct or indirect result of this License shall not be used, published (including public publications) or divulged by Licensee or its Contractor or Invitees to any other person, firm, corporation, or governmental agency or in any other manner or connection whatsoever without first having obtained written permission of Licensor, which permission Licensor may withhold in its sole discretion, or unless required by law. However, nothing herein shall prevent the Licensee from complying with the requirements of Florida's public records law, Chapter 119, Florida Statutes, compliance with which will not be considered a violation of this agreement.

11. **No Waste.** Licensee agrees that no act shall be permitted and nothing shall be kept in or about said Property that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property, including but not limited to Licensee shall in no way take any action or fail to take necessary action to ensure no adverse effect of to the merchantability of timber on Licensor's property. Licensee shall not permit the Property to be used or occupied in any manner which violates any laws or regulations of any governmental agency.

12. **Insurance.** Unless otherwise specified in this Agreement, Licensee and Licensee's Contractors shall, at their sole expense, maintain in effect at all times during the Term insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Licensor. Prior to commencing the Permitted Activities, Licensee and Licensee's Contractors shall deliver to Licensor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance set forth below are in full force and effect, which Certificates shall provide that no less than thirty (30) calendar days advance notice will be given in writing to Licensor prior to cancellation, termination or material alteration of said policies or insurance. All insurance shall be carried in companies satisfactory to Licensor, shall name Licensor, its partners, its parent corporations, its affiliates and their respective officers, directors, authorized representatives and employees and Licensor's mortgagees as additional insured and the Policy shall include the condition that it is primary and that any liability insurance maintained by Licensor or any other additional insured is excess and non-contributory. The insurance required under this section shall include the following coverage and limits in the following categories, amounts and detail:

12.1. Worker's Compensation as required by applicable law and Employers' Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence.

12.2. Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance on an "occurrence" basis, including Bodily Injury and Property Liability in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence or combined single limit which shall include broad form contractual liability insurance and coverage for independent contractors and completed operations.

12.3. All policies will be endorsed to include the Licensor as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by the Licensor. All insurance coverages required by this Section shall be issued by companies with an A-VIII rating or better in the Best Guide, on forms acceptable to Licensor and shall provide that coverage thereunder may not be reduced or canceled unless thirty (30) calendar days prior written notice thereof is furnished to Licensor. Certificates of insurance shall be provided to Licensor prior to commencing the Permitted Activities. Licensee and Licensee's Contractors, for all those furnishing labor or materials to or through Licensee hereby agree to waive their right of subrogation and that such waiver shall be permitted by the insurance policy or policies procured by Contractors.

13. **Waiver.** No failure of Licensor to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Licensor as contained in this License and as permitted by law or equity shall be cumulative.

14. **Assignment.** Licensee may not assign this License in whole or in part, without the prior written approval of Licensor, which said approval may be withheld at Licensor's absolute discretion.

15. **Recording.** This License shall not be recorded in the public records.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensor and Licensee executed this Agreement as of the Effective Date.

LICENSOR:

THE ST. JOE COMPANY,
a Florida corporation

By: _____

133 S. Watersound Parkway
Watersound, Florida 32461

LICENSEE:

CITY OF PANAMA CITY BEACH, FLORIDA,
a municipal corporation

By: _____
Mario Gisbert, City Manager

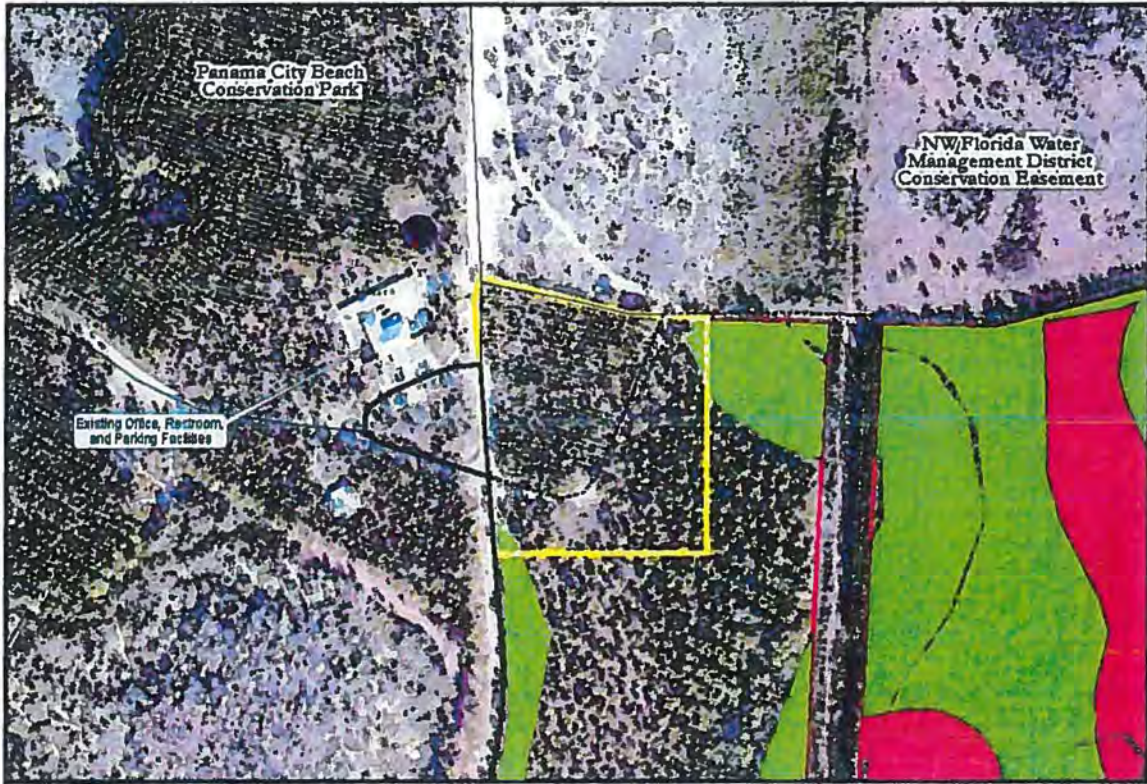
110 South Arnold Road
Panama City Beach, Florida 32413

ATTEST:

DIANE FLOYD, CITY CLERK

EXHIBIT "A"

The Property



PCB Conservation Park Potential Parking Area



S!JOE Company GIS - CWP - 3/20/1985

© 1985 S!JOE Company GIS - CWP - 3/20/1985
WMA, Panama City Beach, Panama City, FL

EXHIBIT "B"

JOINDER AGREEMENT

The undersigned, _____, a _____, hereby acknowledges receipt of a copy of the License Agreement dated _____, _____ by and between **THE ST. JOE COMPANY**, a Florida corporation ("Licensor") and **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("Licensee") (the "Agreement").

By completion of this Joinder Agreement, the undersigned agrees to comply with and to be bound by the terms, conditions, covenants and restrictions of the Agreement in all respects, including, without limitation, the obligation to conduct its work for the Licensee in accordance with the provisions of the Agreement, to assume the risks provided in the Agreement and to carry insurance and provide evidence of such consistent with the Agreement. The undersigned understands that all provisions of the Agreement are hereby made a part of this Joinder Agreement.

The undersigned Contractor/Subcontractor additionally agrees to indemnify and hold harmless Licensor, its successors and assigns, from any liability, costs and expenses, including attorney's fees, on account of injury or death of any person or persons, whomsoever, including Licensee, Contractor, Subcontractor, employees, agents or representatives of the parties hereto, or third person, or for any loss or damage to property arising from or in connection with the use or occupancy of the Licensor's Property, including, without limitation, the Permitted Activities.

The undersigned Contractor/Subcontractor specifically represents and warrants to Licensor that it (i) has the professional experience and skill to exercise its rights and perform its obligations hereunder, (ii) shall comply with applicable federal, state and local laws, including all professional registration and licensing (both corporate and individual) for all Permitted Activities, (iii) shall exercise its rights and perform their obligations in accordance with generally accepted professional standards, (iv) have sufficient capital assets and are adequately financed to meet all financial obligations it may be required to incur hereunder and (v) has obtained all permits necessary to perform the Permitted Activities.

All references in the Agreement to a "Contractor" or "Subcontractor" of the Company shall henceforth be deemed to include the undersigned.

Any notice to be addressed to the undersigned pursuant to the provisions of the Agreement shall be sent to:

The undersigned may change the address for notice if necessary in the future by notifying Licensor and Licensee in writing of such change.

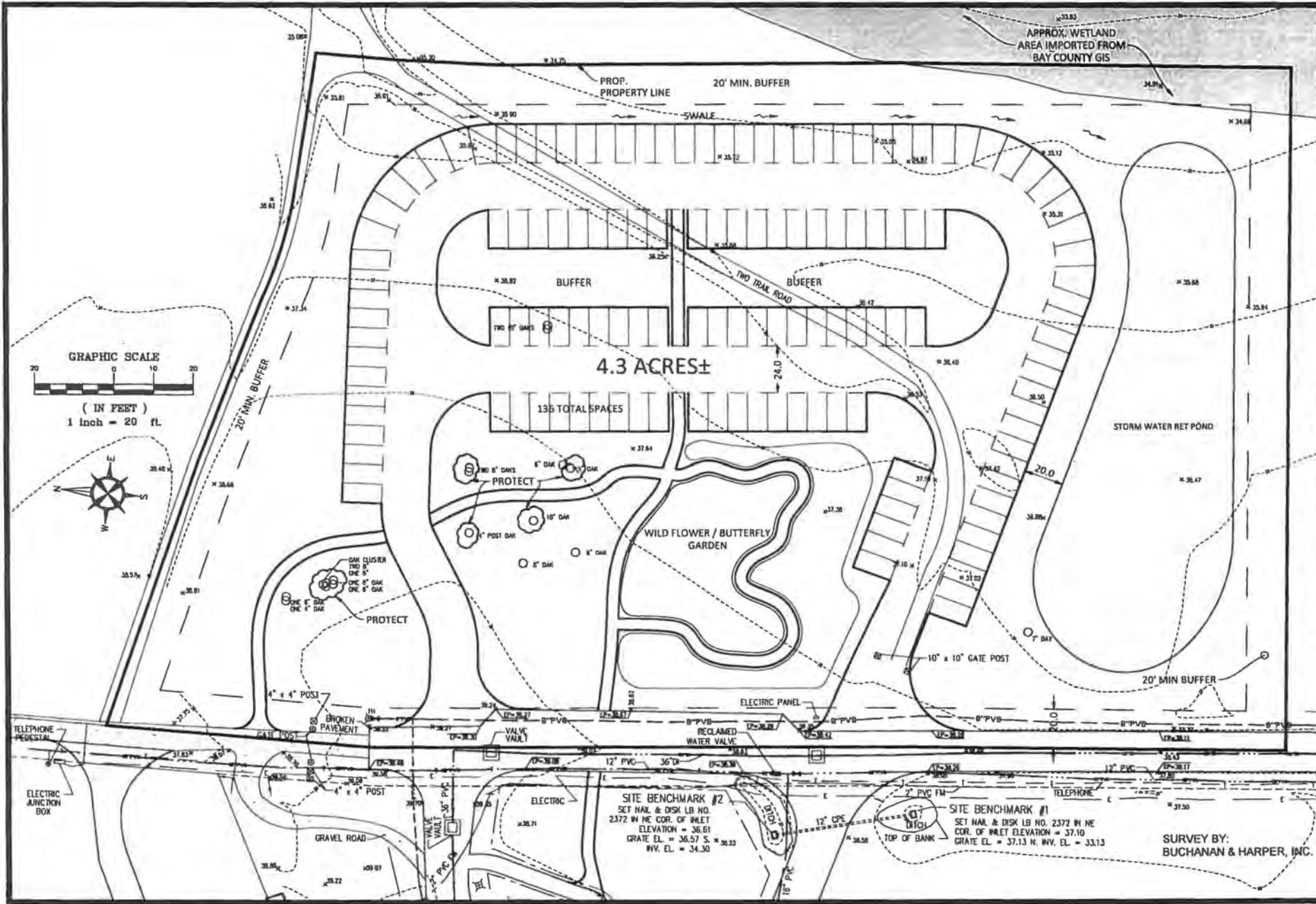
Dated the _____ day of _____, _____.

By: _____

Its: _____

Date: _____

6



SHEET NO.

1

CITY OF
PANAMA CITY BEACH
 110 SOUTH WIND ROAD
 PANAMA CITY BEACH, FLORIDA 32413

CONSERVATION PARK
**PROPOSED ADDITIONAL PARKING AND
 FUTURE PARK BUILDING**
 CITY OF PANAMA CITY BEACH, FLORIDA

DATE	2-27-17
SCALE	1"=20'
DESIGNED BY	A.E.S.
DRAWN BY	M.A.S.
CHECKED BY	A.E.S.

FILE NO.	104-001-000-000
NO.	1
DATE	3/9/17
BY	M.A.S.
ADDED REV.	SURVY
REV.	BLDG

SURVEY BY:
BUCHANAN & HARPER, INC.

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

No. BA # 33

FUND	UTILITY ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	401-3500-535.63-10	Improvements	590,000.00	165,000.00	755,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	40,184,938.00	(165,000.00)	40,019,938.00
			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	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	40,774,938.00	0.00	40,774,938.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from utility reserves for the construction of a limestone parking

lot at the conservation park

ROUTING FOR APPROVAL

DEPARTMENT HEAD _____ DATE _____

CITY MANAGER _____ DATE _____

FINANCE DIRECTOR _____ DATE _____

AGENDA ITEM #

6

Exhibit B

REGULAR AGENDA

ITEM 7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

JUNE 8, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER ADOPTION OF RULES OF PROCEDURE FOR CITY MEETINGS

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)

Attached for the Council's consideration are rules of procedure proposed to guide meetings of the City Council, boards and committees. These rules are meant to complement and supplement standards already codified in the City's Charter and Code of Ordinances. They address workshops, duties of the presiding officer, agendas, public comment, phones and recording devices, voting and rules of debate.

AGENDA ITEM #

7

RESOLUTION 17-99

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; ESTABLISHING RULES OF PROCEDURE TO PROVIDE FOR THE ORDERLY CONDUCT OF CITY MEETINGS; REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Rules of Procedure attached and incorporated herein as Exhibit A to this Resolution, is hereby adopted.

AND BE IT FURTHER RESOLVED that all policies or resolutions or parts of policies or resolutions in conflict herewith are repealed to the extent of such conflict.

THIS RESOLUTION shall take effect on _____.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of _____, 201__.

CITY OF PANAMA CITY BEACH

MIKE THOMAS MAYOR

ATTEST:

DIANE FLOYD, CITY CLERK

RULES OF PROCEDURE

It is the intent of the Panama City Beach City Council to provide for the smooth and orderly functioning of the business of the Council, boards and committees. As the City's procedure calls for the Chairperson to set the Rules of Procedure, the following procedures are established for all Regular, Special, Emergency and Workshop Meetings of the City Council and for all public meetings of all boards and committees established or appointed by the Council. These rules may be modified as circumstances dictate.

Workshop Meetings

The purpose of a workshop meeting is to allow staff to make presentations and to allow questions by the Council, board, or committee members. Workshop meetings are noticed as Special Meetings and official action may be taken upon any of the items discussed at the workshop meeting and any of the items of official business that require immediate consideration and decision.

Chairperson Presiding Officer, Duties

The Chairperson of the Council, board or committee shall preside at all meetings at which the Chairperson is present. In the absence of the Chairperson, the Vice Chairperson shall preside. The presiding officer shall preserve strict order and decorum at all meetings. Any member with the floor may make a motion, which shall be restated by the Chairperson prior to the vote. Following debate and vote, the Chairperson will announce the decision. A majority vote of the members present shall govern and conclusively determine all questions of order not otherwise covered. The Chairperson may vote on all questions, the Chairperson's name being called last when the roll is called. In the absence of the Chairperson or in the event of the Chairperson's inability to serve, the Vice Chairperson shall perform the duties and functions of the Chairperson until the Chairperson's resumption of duty.

Issues of law or matters of procedure.

The City Attorney shall advise and assist the Chairperson on issues of law and matters of procedure.

Agenda

There shall be an official agenda for every public meeting, which shall determine the order of business conducted at the meeting.

A portion of the agenda may be designated as a consent agenda, and all items contained therein may be voted on with one motion; except that any member may remove an item from the consent agenda to the regular agenda where it shall be voted on independently.

¹
Exhibit A

AGENDA ITEM # 11

Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Council, board or committee present at the meeting.

The agenda shall be prepared by the City Manager, or his designee.

There shall be provided on the agenda an opportunity for the public to address the Council, board or committee on any item on the agenda in addition to public hearings.

Public Input: Addressing Council, Board, or Committee, Manner, Time

Members of the public shall be given a reasonable opportunity to be heard on a proposition that is on the agenda before the Council, board or committee. The opportunity to be heard need not occur at the same meeting at which official action is taken on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the official action is taken.

A person wishing to speak shall approach the podium when the Chairperson calls for public comment.

The person speaking shall first state their name and address.

All remarks shall be limited to no more than three minutes, unless the Chairperson extends the time.

Remarks shall be addressed to the Council, board or committee, as a body and not to any specific member.

Representatives of groups or factions on a proposition being considered are encouraged to address the Council, board or committee, on behalf of such groups or factions, at meetings in which a large number of individuals wish to be heard.

Any person shall be entitled to submit written comments for consideration by the Council, board or committee on any item on the agenda and may indicate his or her support, opposition, or neutrality on a proposition, and may indicate his or her designation of a representative to speak for him or her or his or her group on a proposition. Written comments submitted shall be considered and entered into the record of the meeting.

The above requirements governing public input are not required for the following actions:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act;
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) A meeting that is exempt from s. 286.011, Florida Statutes;
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

No person, other than members of the Council, board or committee and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, board or committee, without the permission of the presiding officer. No question shall be asked a member of the Council, board or committee except through the presiding officer.

No person who has made remarks shall be allowed to make additional comments except with the permission of the presiding officer. The Chairperson shall close the public's input portion of the meeting upon the conclusion of the last speaker's comments. No additional public's input shall be allowed, except in specific response to questions by members of the Council, board or committee, or if an extension of time for public comment is approved.

Any person who after warning disrupts or interrupts a public meeting by the use of profane language, threat of physical violence or intimidation, or makes, slanderous, personal, or impertinent remarks, or exhibits loud, boisterous, hostile, or threatening behavior, may be removed from the meeting room by a City police officer at the direction of the Chairperson.

Any person who disrupts or interrupts a public meeting on more than one occasion may be required by majority vote of the members present to thereafter submit their input, remarks, or comments in writing.

Cell Phones, Cameras, Video, Recording Devices.

Cell phones shall be in silent mode in the chambers of any public meeting. The use of cameras, video equipment, digital recording equipment, including television and motion-picture cameras, electronic sound-recording devices, and any other mechanical or electrical recording device, shall only be used in such a manner as will cause a minimum of interference with or disturbance of the proceedings as determined by the presiding

officer. The City Manager may restrict the location of the use of such devices to a particular area in the chambers of any public meeting room.

Voting

Voting. Unless otherwise provided by law, ordinance or statute, when the Council, board or committee has finished discussion and is ready to vote, the Chairperson shall call for the vote, and there shall be no further discussion by any member voting. Each member shall vote yes or no, and silence shall be considered a "yes" vote. When a matter is brought up for a vote on a motion to approve it and the motion fails, the status quo ante shall be maintained, and the matter shall be considered denied. Such a vote shall not preclude a subsequent motion at the same meeting to approve the motion with modifications.

Roll call. Upon any roll call, there shall be no discussion by any member prior to voting, and each member shall vote yes or no.

Rules of Debate

As to the Chairperson. The Chairperson may make or second any motion after relinquishing the Chair. The Chairperson shall not resume the Chair until after the Council has acted upon the matter under consideration.

Getting the floor, improper references to be avoided. Every member desiring to speak for any purpose shall address the Chairperson and, upon recognition, shall confine discussion to the question under debate.

Interruption. A member once recognized shall not be interrupted when speaking unless it is to call that member to order. If a member while speaking is called to order, the member shall cease speaking until the question of order is determined by the Chairperson; and, if in order, the member shall be permitted to proceed. Any member may appeal to the full Council, board or committee from the decision of the Chairperson upon a question of order, whereupon without debate the Chairperson shall submit to the Council the question, "Shall the decision of the Chairperson be sustained?" And the matter shall be resolved by a majority vote of those present at the meeting.

Privilege of closing debate. Any member may move to close debate and call the question on the motion being considered which shall be non-debatable. By request of a member, the members shall be polled to decide whether debate may be reopened.

Committees

Whenever the Chairperson deems it necessary or desirable that the Council board or committee, shall be represented at meetings, conferences or other occasions involving other governmental entities, agencies, officials or groups, or non-governmental

organizations, or departments, agencies or officials of the City government, the Chairperson may nominate a member to represent the Council, board or committee at the meeting, conference or other occasion, with the consent of the nominated member. Such representative shall have no power to act for or on behalf of the Council, board or committee or to make any commitment or binding obligation on behalf of the Council or the City. Such representatives may report to the Council board or committee with regard to such meeting, conference or other occasion.