

RESOLUTION 21-126

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AGREEMENT WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION FOR THE TRANSFER
OF FRONT BEACH ROAD SEGMENTS 3 AND 5.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and the Florida Department of Transportation relating to relating to the transfer of all rights and obligations in the Front Beach Road segments 3 and 5 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 25th day March, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

SR 30 Front Beach Rd Transfer



Bay County Transfers

Exhibit A

- Name**
- SR 30 Front Beach Road
- Major Roads
- Minor Roads
- Unnamed Roads
- Trails
- Hydrology
- City Limits
- Military Installations

Name	Roadway	BMP	From	EMP	To	Length (Miles)
SR 30 Front Beach Road	46010000	5.534	Panama City Bch City Limits	7.856	442' East of Lullwater Dr.	2.322

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SR 79 S. Arnold Road Transfer



Bay Transfers Exhibit B

- SR 79
- SR 79 Ramp
- Major Roads
- Minor Roads
- Unnamed Roads
- Trails
- Hydrology
- City Limits
- Military Installations

Name	Roadway	BMP	From	Emp	To	Length (Miles)
SR 79 S. Arnold Road	46090000	0.020	SR 30 Front Beach Road	0.483	PCB Admin Ent	0.463
SR 79 Ramp	46090001	0.000	SR 30 Front Beach Road	0.077	SR 79	0.077

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community 181

Florida Department of Transportation/City of Panama City Beach

**ROADWAY TRANSFER AGREEMENT
SR 30(Front Beach Road) and SR 79(Arnold Road) from
State Highway System to the City Street System**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF PANAMA CITY BEACH, hereinafter called the "CITY." The DEPARTMENT and the CITY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the CITY has requested the transfer of State Road (SR) 30 (Front Beach Rd.) (Roadway ID 46010000) from the Panama City Beach City Limits (Beginning Mile Post 5.534) to 442' East of Lullwater Drive (Ending Mile Post 7.856) for an approximate net length of 2.322 miles (the "Road Segment") from the State Highway System to the City Street System, and as depicted on the map attached hereto as Exhibit "A," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT, and

WHEREAS, the CITY has requested the transfer of SR 79 (Arnold Road) (Roadway ID 46090000) from SR 30 Front Beach Road (Beginning Mile Post 0.020) to Panama City Beach Administration Entrance (Ending Mile Post 0.483) for an approximate net length of 0.463 miles (the "Road Segment") from the State Highway System to the City Street System, and as depicted on the map attached hereto as Exhibit "B," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT, and

WHEREAS, the CITY has requested the transfer of SR 79 Ramp (Roadway ID 46090001) from SR 30 Front Beach Road (Beginning Mile Post 0.000) to SR 79 (Ending Mile Post 0.077) for an approximate net length of 0.077 miles (the "Road Segment") from the State Highway System to the City Street System, as depicted on the map attached hereto as Exhibit "B," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT.

WHEREAS, section 335.0415, Florida Statutes, authorizes the Parties to enter this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and DEPARTMENT agree as set forth below:

1. The Recitals set forth in the Whereas clauses above are true and are by reference made a part of this Transfer Agreement.

2. This Transfer Agreement sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide.
3. By resolution, attached hereto as Exhibit "C," the CITY has authorized its representative to enter into this Transfer Agreement.
4. This Agreement and transfer of the Roadway are subject to final written approval by the Secretary of the Department, which date shall serve as the effective date of this Agreement. The commencement of jurisdictional and maintenance responsibilities is the date of approval of the roadway transfer by the Secretary of the Department.
5. With respect to the Road Segment:
 - (a) The CITY accepts all responsibility for the right of way and for operation and maintenance of the roadway. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.
 - (b) The CITY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.
 - (c) The DEPARTMENT gives up all rights to the Road Segment, including the right of way, except as may be specified in this Agreement.
 - (d) If there will be any road number changes, the CITY will offer an opportunity for a public hearing.
 - (e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement, permit or other agreement, relating to the Road Segment, shall be transferred at the same time and in the same manner as jurisdictional responsibility and regulatory authority over all pedestrian crossing permits (including, but not limited to, FDOT Permits # 01-K-391-0018, #02-K-391-0017, # 05-K-391-0022, #06-K-391-0002 and # 06-K-391-0022) are assigned to the CITY. If the agreements were made between the DEPARTMENT and the CITY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the DEPARTMENT and the CITY. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements, and easements have been turned over to the CITY for their records prior to the execution of this agreement.

- (f) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the Transportation Data and Analytics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.
 - (g) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the CITY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the CITY agrees not to adversely affect any such resources if found after the transfer.
 - (h) If Federal-Aid funding has been used on the Road Segment, the CITY agrees to enter into a project agreement with the Department in accordance with 23 USC 116.
 - (i) Transfer of the Roadway from the Department to the CITY shall be by right-of-way map transfer ("Map Transfer"). The Department shall deliver the Map Transfer to the CITY within sixty (60) days of the Effective Date of this Agreement, or as soon thereafter as practicable. The CITY shall record the Map Transfer at the CITY's sole cost and expense in the Bay County Public Records within 60 days of its receipt and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.
6. Funding associated with projects which are located upon the SR 30/SR 79 Road Segment and are included in the DEPARTMENT'S current adopted work program shall remain available for expenditure on the newly assigned city road. However, this availability is contingent upon both the availability and eligibility of that funding to be used for projects located off of the state highway system, and the expenditure of such funds is otherwise permissible in accordance with applicable laws, rules, regulations and policies.
7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
8. This Transfer Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Transfer Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto.

9. This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
10. The Parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation
Director, Transportation Development
Post Office Box 607
1074 Highway 90
Chipley, FL 32428
Telephone: (850) 330-1214
Fax: (850) 330-1761

City of Panama City Beach
~~Tony O'Rourke~~ **Albert Shafft**
City Manager, *Interim*
17007 Panama City Bch. Pkwy.
Panama City Beach, FL 32413
Telephone: (850) 233-5100

11. Each Party is an independent contractor and is not an agent of the other Party. Nothing contained in this Transfer Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Transfer Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express specific written consent of the other.
12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith
13. If any part of this Transfer Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Transfer Agreement shall remain in full force and effect provided that the part of this Transfer Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Transfer Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Transfer Agreement to be executed, the day and year first above written.

Signature page follows.

CITY OF PANAMA CITY BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Al Shortt
City Manager, Interim

BY: _____
Phillip Gainer, P.E.
District Secretary

Date: 03-26-2021

Date: _____

ATTEST: Lynne Fosse

ATTEST: _____

Title: City Clerk

Title: _____

Date: 03-26-2021

Date: _____

LEGAL REVIEW:

[Signature]
City Attorney

LEGAL REVIEW:

Office of General Counsel
Department of Transportation

FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting Resolution between the Department and the City.

Signed _____
Kevin J. Thibault, P.E.
Secretary
State of Florida, Department of Transportation

Date: _____