

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: APRIL 13, 2017
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- PASTOR RICK YOUNG OF THE WOODSTOCK CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILWOMAN STRANGE
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF CODE ENFORCEMENT WORKSHOP OF AUGUST 10, 2016, JOINT PLANNING BOARD/COUNCIL WORKSHOP OF JANUARY 31, AND REGULAR MINUTES OF MARCH 9, 2017
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS – (COUNCILWOMAN STRANGE)
 - 1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.
 - 2 WOMEN'S CIVIC CLUB PRESENTATION OF CHECKS TO THE POLICE DEPARTMENT AND PARKS & REC.
- VIII. PUBLIC COMMENTS-REGULAR & CONSENT ITEMS ONLY (Limited to Three Minutes)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 17-78, BID AWARD-FRANK BROWN PARK CONCRETE REPAIR.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement with Flagala, Inc. in the amount of \$55,290 for the Frank Brown Park Concrete Repair."
 - 2 **RESOLUTION 17-79, VACANT LAND ACQUISITION, SAVERIO VACATION RENTALS, LLC., 216 LAKESHORE DRIVE FOR LAGUNA BEACH SERVICE AREA LIFT STATION SITE #1.** "A Resolution of the City of Panama City Beach, Florida, approving the purchase of vacant land for \$83,000 from Saverio Vacation Rentals, LLC, and providing an immediately effective date."
 - 3 **RESOLUTION 17-81, VACANT LAND ACQUISITION, DOROTHY M. ROBERTS, CORNER OF LONG JOHN DRIVE AND TREASURE CIRCLE FOR GRAND LAGOON SEWER PROJECT.** "A Resolution of the City of Panama City Beach, Florida, approving the purchase of vacant land located at the corner of Long John Drive and Treasure Circle for \$80,000 from Dorothy M. Roberts, and providing an immediately effective date."
 - 4 **RESOLUTION 17-82, NEOPOST MAIL PROCESSING EQUIPMENT LEASE.** "A Resolution of the City of Panama City Beach, Florida, approving an Agreement for the lease of mail processing equipment from Neopost in the basic amount of \$1,765 per month for 60 months; and providing an immediately effective date."
 - 5 **RESOLUTION 17-84, JEEP BEACH JAM PARADE ROAD CLOSURE.**"A Resolution of the City of Panama City Beach authorizing temporary road closure of portions of Powell Adams Drive, South Pier Park Drive, and L. C. Hilton Drive and

authorizing rerouting traffic on a portion of Front Beach Road on Saturday, May 20, 2017, for the "Jeep Beach Jam" parade; and providing an immediately effective date."

6 RESOLUTION 17-86, SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE. "A Resolution of the City of Panama City Beach, Florida, approving the "Shaddai Shrine Temple Spring Ceremonial Parade" on portions of Front Beach Road on the morning of Saturday, May 20, 2017; and providing an immediately effective date."

X. REGULAR AGENDA - DISCUSSION/ACTION

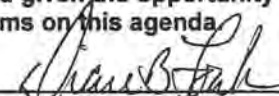
- | NO. | OFFICIAL | ITEM |
|-----|----------|---|
| 1 | ML | ORDINANCE 1410, AMENDING LDC REGARDING CHANGE TO NON- CONFORMING DEVELOPMENT AND USES, AND CHANGE TO PROCEDURE TO REVIEW APPLICATIONS TO MODIFY THEM, 2ND READING, PUBLIC HEARING AND ADOPTION. |
| 2 | ML | RESOLUTION 17-64, FEES FOR PLANNING AND ZONING NON-CONFORMING DEVELOPMENT AND USES. |
| 3 | LC | ORDINANCE 1411, BEACH FIRE ORDINANCE, 1ST READING. |
| 4 | MG | RESOLUTION 17-85, BUDGET AMENDMENT #29 FOR RAMUNDSEN PUBLIC SECTOR, LLC (SUNGARD) APPLICATION SERVICE PROVIDER RENEWAL AGREEMENT. |
| 5 | MG | RESOLUTION 17-80, TRANSPORTATION NETWORK VEHICLE LICENSE FEES. |
| 6 | MG | RESOLUTION 17-83, OPPOSING VACATION RENTAL LEGISLATION. |
| 7 | ML | CANCELLATION OF MIRACLE STRIP PARTNERS DEVELOPMENT AGREEMENT- DISCUSSION. |
| 8 | MT | PUBLIC COMMENTS. (Limited to Three Minutes). |
| 9 | AM | ATTORNEY REPORT. |
| 10 | MG | CITY MANAGER REPORT. |
| 11 | MT | COUNCIL COMMENTS. |
| 12 | MT | ADJOURN. |

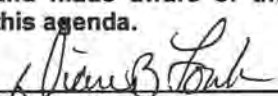
JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

JOHN REICHARD X
 PHIL CHESTER X
 JOSIE STRANGE X
 HECTOR SOLIS X
 MIKE THOMAS X

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

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

 4-7-17
 City Clerk Date

 4-7-17
 City Clerk Date

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

E-mailed and/or Faxed to following interested parties on: 4/10/17, Noon.

| <u>NEWS MEDIA</u> | <u>CONTACT</u> |
|---------------------|------------------|
| News Herald | John Henderson |
| Bullet | Editor |
| Channel 4 | Ryan Rodig |
| Channel 7 | Jeremy Pate |
| Channel 13 | Ken McVay |
| Comcast | Stefanie Bowden |
| WOW | Cil Schnitker |
| WKGC | Emily Balazs |
| WLTG | A. D. Whitehurst |
| Clear Channel | Crystal Presley |
| Powell Broadcasting | Jeff Storey, GM |

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

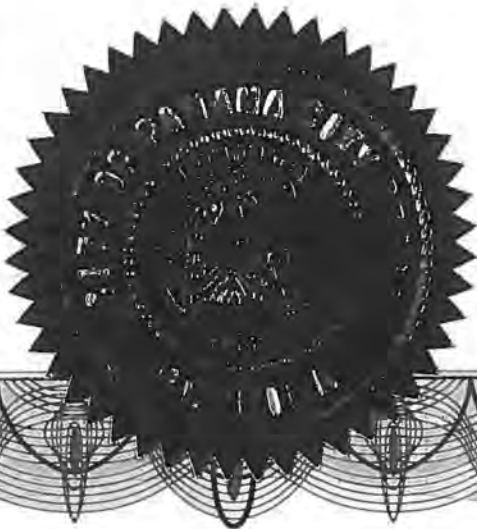
Be It Known That

Gwyn Finlay

**HAS GIVEN EXCEPTIONAL SERVICE
TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

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

Presented this 13th of April, 2017




MAYOR MIKE THOMAS

1

CONSENT AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Parks and Recreation

2. MEETING DATE:

April 13, 2017

3. REQUESTED MOTION/ACTION:

Staff's recommendation is to approve the most responsive bid for the Frank Brown Park Concrete Repair from Flagala Inc. in the amount of \$55,290.00.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On March 28, 2017, Staff received four (4) sealed bids for the Frank Brown Park Concrete Repair. Out of the four (4) responsive bids, Flagala, Inc. was the lowest responsive bid in the amount of \$55,290.00. Please see attachment A.

The repairs of concrete and the additions of sidewalk areas can be found on attachment B.

This purchase has been budgeted in the adopted 2016-2017 Budget.

The City Attorney, City Manager and Finance Director have reviewed and approve the recommendation to award Flagala, Inc. the Frank Brown Park Concrete Repair bid in the amount of \$55,290.00.

CONSENT

AGENDA ITEM #

1

RESOLUTION 17-78

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLAGALA, INC. IN THE AMOUNT OF \$55,290 FOR THE FRANK BROWN PARK CONCRETE REPAIR.

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 Flagala, Inc., relating to the Frank Brown Park concrete repair, in the basic amount of Fifty Five Thousand, Two Hundred Ninety Dollars (\$55,290), 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 Fowler, City Clerk

**CITY OF PANAMA CITY BEACH
 BID TABULATION**

| Bidder | Address | Information | Price |
|--------------------------------|---|-------------|--------------------|
| Flagala, Inc. | 2020 Watkins Ave PCB, FL 32407 850-236-7000 | Per Specs | \$55,290.00 |
| Absolute Solutions ARS, LLC | PO Box 28325 PCB, FL 32411 | Per Specs | \$66,067.97 |
| BCL Civil Contractors | 6608 Hwy 22 PC, FL 32404 | Per Specs | \$90,968.00 |
| Sikes Concrete | 8030 Hwy 77 Southport, FL 32409 | Per Specs | \$84,340.00 |
| | | | |
| | | | |

CONSENT
 AGENDA ITEM #

1

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: March 27, 2017.

Frank Brown Park Concrete Repair

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for any and all additions. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to complete the Frank Brown Park Concrete Repair by May 31, 2017.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

Addendum No. _____ Addendum No. _____

LUMP SUM BID PRICE:

Lump sum price for Frank Brown Park Concrete Repair in accordance with the contract Specifications:

\$ 55,290.00

12 Month Warranty on Concrete Repair from cracks, flaking, sinking and other related issues caused from the pour.

I Agree Initial JDB

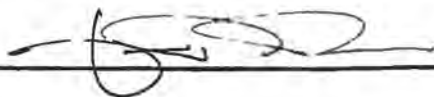
Specify terms of any deposit: None

SUPPLIER: Flagala, Inc.

BY: Joseph D. Bishop **TITLE:** VP., FRO

ADDRESS: 2020 Watkins Ave. **CITY:** PCB **STATE:** FL **ZIP:** 32407

EMAIL ADDRESS: Joseph@flagala.com **PHONE:** 850.236.7000

SIGNATURE – (Confirming all information above is correct) 

FRANK BROWN PARK CONCRETE REPAIR & IMPROVEMENTS PANAMA CITY BEACH, FLORIDA

PREPARED FOR:
CITY OF PANAMA CITY BEACH



ADDRESS
110 S. ARNOLD ROAD
PANAMA CITY BEACH, FLORIDA 32413
PHONE: (850) 233.5100

| | |
|---------------|-------------------------|
| MIKE THOMAS | MAYOR |
| JOSIE STRANGE | VICE MAYOR |
| JOHN REICHARD | COUNCILMAN |
| PHIL CHESTER | COUNCILMAN |
| HECTOR SOLIS | COUNCILMAN |
| MARIO GISBERT | CITY MANAGER |
| JIM PONEK | PARKS & RECREATION DIR. |



Frank Brown Park
Lat: 30°12'00"
Lon: -86°52'31"

VICINITY MAP
NOT TO SCALE



MARCH 2017
PROJECT #12047

DRAWING LIST

- 1 - OVERALL SITE PLAN
- 2 - PROJECT AREA
- 3 - AREA 1
- 4 - AREA 2
- 5 - AREA 3
- 6 - AREA 4
- 7 - CONSTRUCTION DETAILS

PREPARED BY:



ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
3005 South Highway 77 Lynn Haven, Florida 32444
(850)763-5200 Fax (850)769-0730 pe@panhandleengineering.com

12047 FRANK BROWN PARK COVER SHEET

12047 FRANK BROWN PARK COVER SHEET

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AGENDA ITEM #

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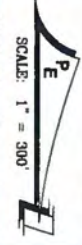
DATE: 03/15/2017 10:41:00 AM BY: C:\Program Files\Foxit Software\Foxit Reader\Foxit Reader.exe

1

OVERALL SITE PLAN
FRANK BROWN PARK
CONCRETE REPAIR & IMPROVEMENTS
 PANAMA CITY BEACH, FLORIDA

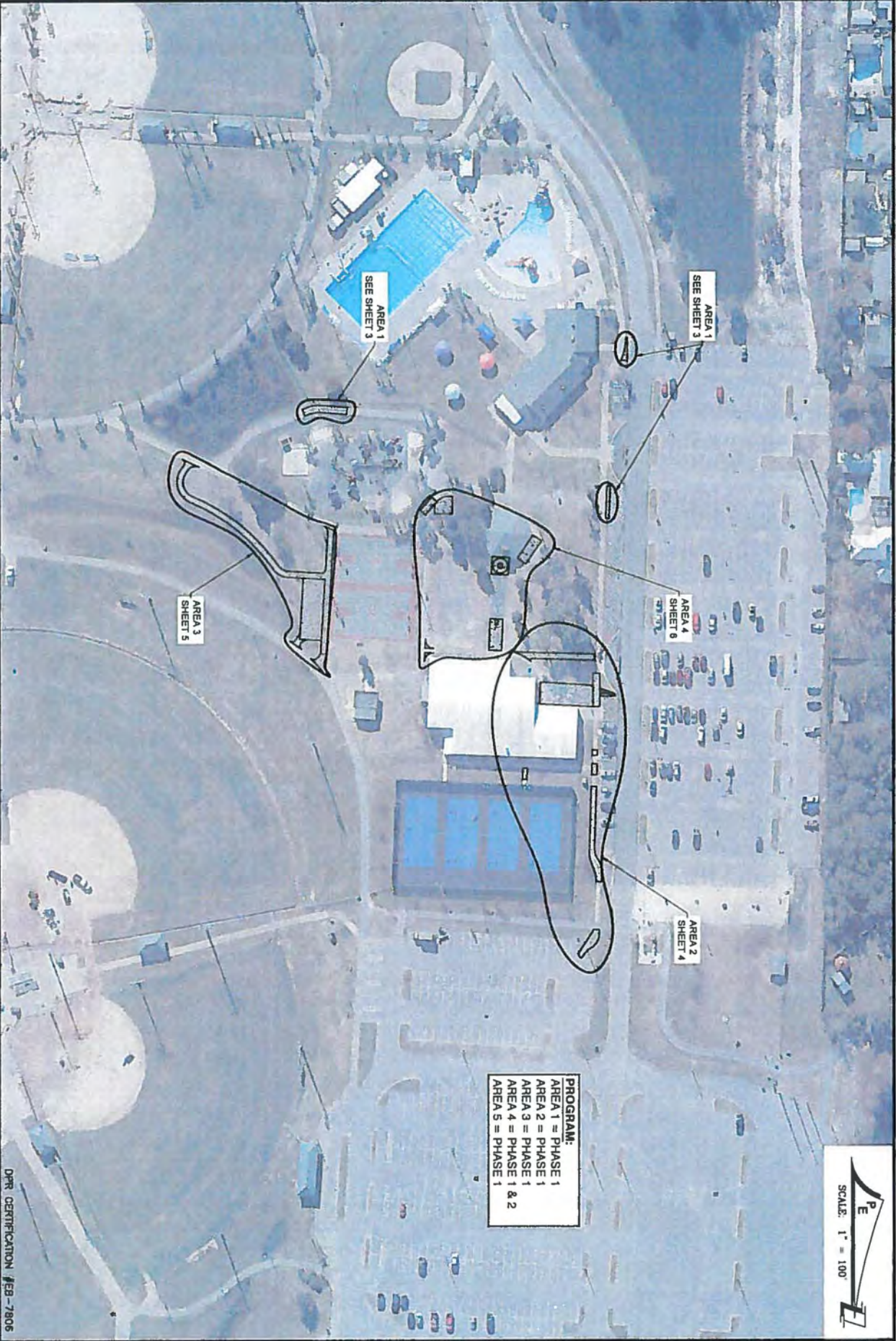
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 3005 South Highway 77 Lynn Haven, Florida 32450
 (850) 763-5233 Fax (850) 769-4730 pe@panhandleengineering.com

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| CAD FILE: CONCRETE Exhibit.dwg |
| DWN BY: cak |
| DATE: MARCH 2017 |
| SHEET NO: 1 |
| PROJECT NUMBER: 2047 |

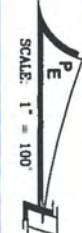


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DATE: MAR 28, 2017, 11:24am. BY: CAK FOR PANHANDLE ENGINEERING, INC. PROJECT AREA: FRANK BROWN PARK CONCRETE REPAIR & IMPROVEMENTS



PROGRAM:
 AREA 1 = PHASE 1
 AREA 2 = PHASE 1
 AREA 3 = PHASE 1
 AREA 4 = PHASE 1 & 2
 AREA 5 = PHASE 1



DRP CERTIFICATION #EB-7806

2

PROJECT AREA
FRANK BROWN PARK
CONCRETE REPAIR & IMPROVEMENTS
 PANAMA CITY BEACH, FLORIDA

PANHANDLE ENGINEERING, INC.
 ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
 3005 South Highway 77 Lynn Haven, Florida 32903
 (850)763-5200 Fax (850)763-0730 panhandleengineering.com

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| CAD FILE: CONCRETE Exhibit |
| DWN BY: cak |
| DATE: MARCH 2017 |
| SHEET NO: 2 |
| PROJECT NUMBER 12047 |

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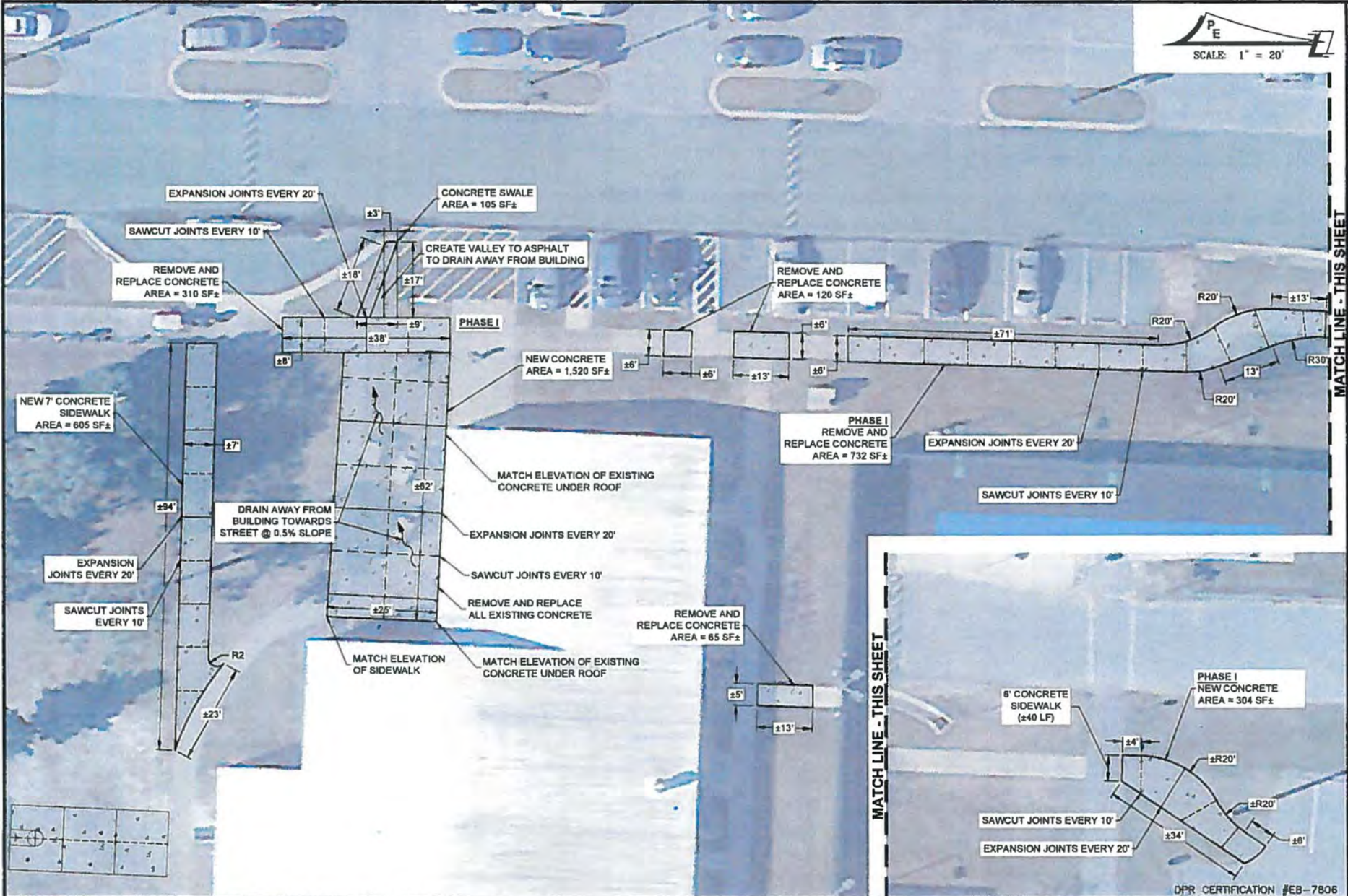
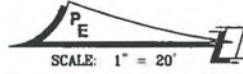


DATE: MAR 26, 2017, 12:25pm. © 2017 Panhandle Engineering, Inc. All rights reserved. No part of this document may be reproduced or utilized in any form without prior written authorization of Panhandle Engineering, Inc.

DRR CERTIFICATION #EB-7806

| | | | |
|---|---|--|--|
| 3 | AREA 1 FRANK BROWN PARK CONCRETE REPAIR & IMPROVEMENTS PANAMA CITY BEACH, FLORIDA | PANHANDLE ENGINEERING, INC. <small>ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS</small> 3005 South Highway 77 Lynn Haven, Florida 32424 (850) 713-0220 Fax (850) 713-0730 www.panhandleengineering.com | CAD FILE: CONCRETE Exhibit 10 DWN BY: cak DATE: MARCH 2017 SHEET NO: 3 PROJECT NUMBER: 12047 |
| | DRAWING NUMBER: 12047-03 | | |

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MATCH LINE - THIS SHEET

MATCH LINE - THIS SHEET

AREA 2
FRANK BROWN PARK
CONCRETE REPAIR & IMPROVEMENTS
PANAMA CITY BEACH, FLORIDA

CAD FILE: CONCRETE Exhibit.dwg
 DRAWN BY: CJK
 DATE: MARCH 2017
PANHANDLE ENGINEERING, INC.
 ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
 3005 South Highway 77 Lynn Haven, Florida 32444
 (850) 853-5225 Fax (850) 853-0720 www.panhandleengineering.com
 PROJECT NUMBER: 17-001
 AGENDA ITEM #

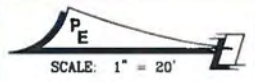
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4

DPR CERTIFICATION #EB-7806

Notes: Mar 08, 2017, 10:43am @: Cindy Fisk: P:\11047 Frank Brown Park Master Plan\11047_03\Folder Drawings\CONCRETE Exhibit.dwg

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



CAD FILE: CONCRETE EXHIBIT.dwg
 DWN BY: GAK
 DATE: MARCH 2017
 SHEET NO: 5
 PROJECT NUMBER: 17000001

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 ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
 3000 South Highway 77 Lynn Haven, Florida 33429
 (850) 853-0208 Fax (850) 853-0730 info@panhandleeng.com

AREA 3
FRANK BROWN PARK
CONCRETE REPAIR & IMPROVEMENTS
 PANAMA CITY BEACH, FLORIDA

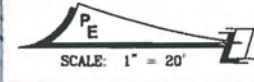
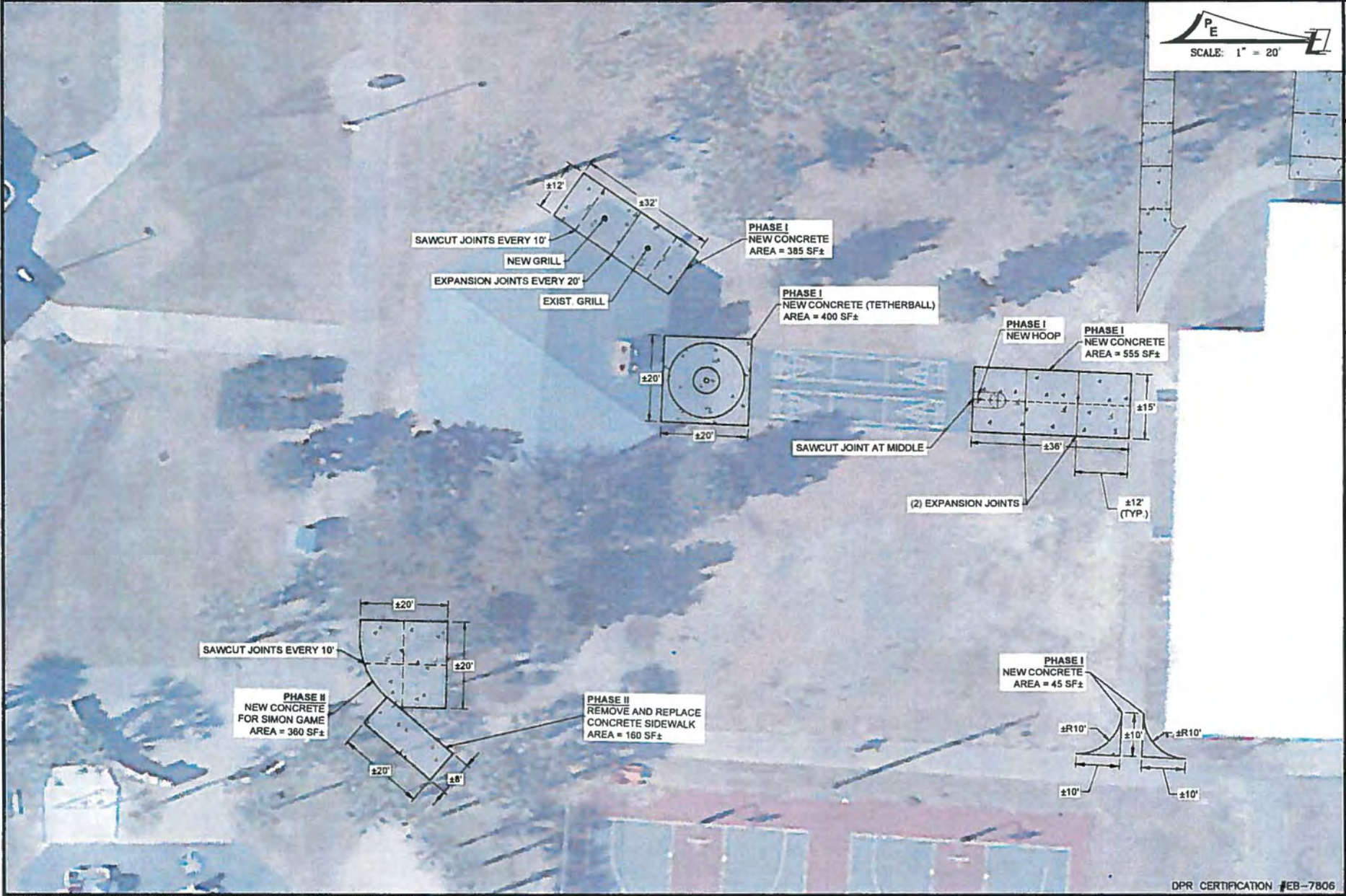
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Note: Mar 08, 2017, 10:45am G:\Cody\Fac_P\12047 Frank Brown Park Master Plan\1 DML\07\order\Drawings\CONCRETE EXHIBIT.dwg

DPR CERTIFICATION #EB-7806

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 PROJECT NUMBER
 AGENDA #

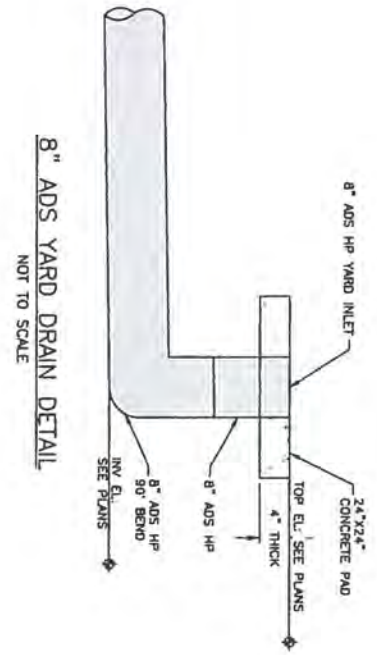
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 3006 South Highway 77 Lynn Haven, Florida 33444
 (813) 353-5200 Fax (813) 353-4700 info@panhandleeng.com

AREA 4
FRANK BROWN PARK
CONCRETE REPAIR & IMPROVEMENTS
 PANAMA CITY BEACH, FLORIDA

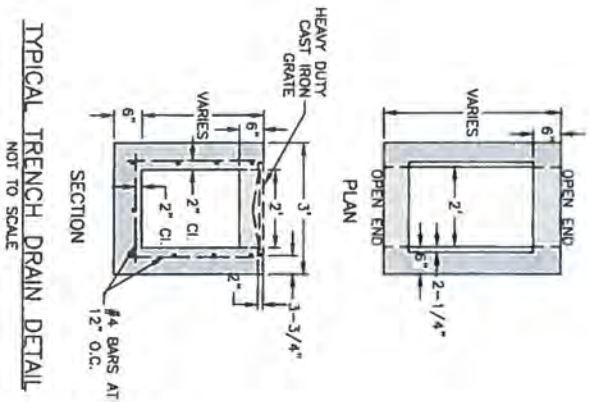
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DPR CERTIFICATION #EB-7806

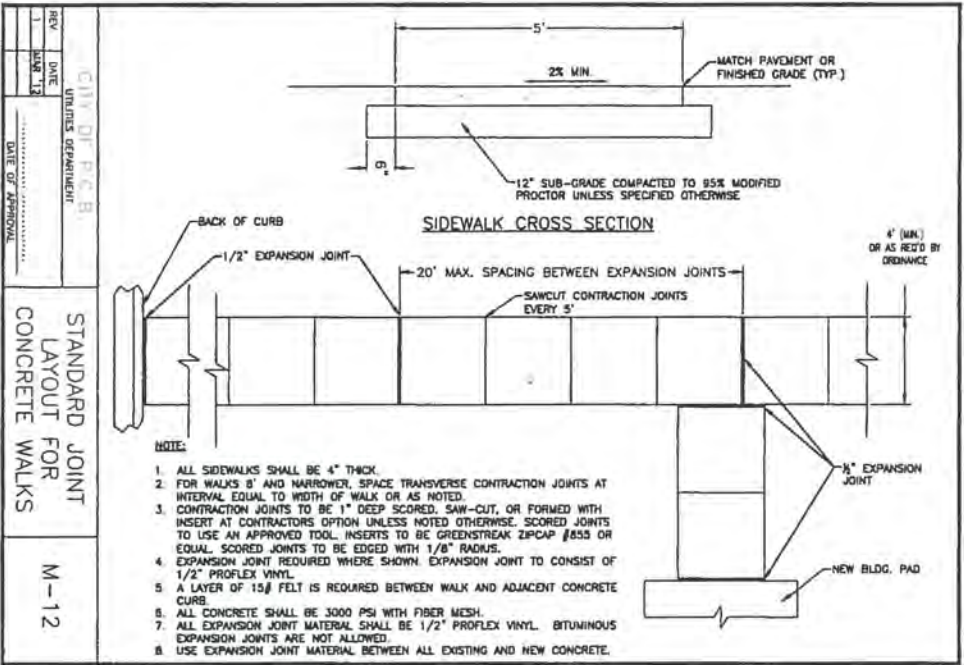
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8" ADS YARD DRAIN DETAIL
NOT TO SCALE



TYPICAL TRENCH DRAIN DETAIL
NOT TO SCALE



NOTES:
ALL CONCRETE SHALL BE 3000 PSI WITH FIBER MESH.

| | | |
|-----|--------|--------------------|
| REV | DATE | DESCRIPTION |
| 1 | MAR 13 | ISSUED FOR PERMITS |
| 2 | | |

CITY OF PANAMA CITY BEACH
UTILITIES DEPARTMENT

DATE OF APPROVAL

STANDARD JOINT LAYOUT FOR CONCRETE WALKS

M-12

- NOTE:
1. ALL SIDEWALKS SHALL BE 4" THICK.
 2. FOR WALKS 8" AND NARROWER, SPACE TRANSVERSE CONTRACTION JOINTS AT INTERVAL EQUAL TO WIDTH OF WALK OR AS NOTED.
 3. CONTRACTION JOINTS TO BE 1" DEEP SCORED, SAW-CUT, OR FORMED WITH INSERT AT CONTRACTORS OPTION UNLESS NOTED OTHERWISE. SCORED JOINTS TO USE AN APPROVED TOOL. INSERTS TO BE GREENSTREAK ZIPCAP #855 OR EQUAL. SCORED JOINTS TO BE EDGED WITH 1/8" RADIUS.
 4. EXPANSION JOINT REQUIRED WHERE SHOWN. EXPANSION JOINT TO CONSIST OF 1/2" PROFLEX VINYL.
 5. A LAYER OF 15# FELT IS REQUIRED BETWEEN WALK AND ADJACENT CONCRETE CURB.
 6. ALL CONCRETE SHALL BE 3000 PSI WITH FIBER MESH.
 7. ALL EXPANSION JOINT MATERIAL SHALL BE 1/2" PROFLEX VINYL. BITUMINOUS EXPANSION JOINTS ARE NOT ALLOWED.
 8. USE EXPANSION JOINT MATERIAL BETWEEN ALL EXISTING AND NEW CONCRETE.

CONSENT AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 13, 2017

3. REQUESTED MOTION/ACTION:

Approve the purchase of a parcel of land as a future lift station site for the Utilities Department from Saverio Vacation Rentals, LLC in the amount of \$83,000.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

| |
|-------------------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The utility department needs to acquire sites for future sewer lift stations as part of a long range plan to provide sewer service in the Laguna Beach residential area between Front Beach Road and Back Beach Road. A master plan for the project has been developed and staff has identified potential sites on currently vacant lots that are conducive for allowing a gravity sewer system to be constructed in a cost effective manner. The owner of a vacant parcel at 216 Lakeshore Drive has agreed to sell to the City at a price that within the appraisal range of values. Legal counsel has prepared and obtained the necessary signatures from both parties to contract for the purchase, contingent upon the City Council approving the transaction. This parcel would serve Basin #2 of 3 total basins in the project area.

Attached is a copy of the proposed Vacant Land Contract. Staff has reviewed the contract, and recommends Council approval of the purchase of the parcel from Saverio Vacation Rentals, LLC in the amount of \$83,000.

The land acquisitions for future lift stations, and expansion of existing stations, are currently budgeted and the proposed expenditure is within budget.

WHY - To allow the City Manager to contract to purchase vacant land for a future lift station site.

WHAT - Allow the Utility department to acquire a suitable site prior to it being developed.

RESOLUTION 17-79

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF VACANT LAND FOR \$83,000 FROM SAVERIO VACATION RENTALS, LLC, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 Saverio Vacation Rentals, LLC, relating to the purchase of vacant land located at 216 Lakeshore Drive, in the basic amount of Eighty Three Thousand Dollars (\$83,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

1. **Sale and Purchase:** SAVERIO VACATION RENTALS, LLC ("Seller")
 and CITY OF PANAMA CITY BEACH ("Buyer")
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:
 Address: 216 LAKESHORE DRIVE, PANAMA CITY BEACH, FLORIDA 32413
 Legal Description:
LOT 40, BLOCK 5, AMENDED PLAT OF LAGUNA BEACH, ACCODING TO THE MAP OR PLAT THEREOF, AS
RECORDED IN PLAT BOOK 2, PAGE(S) 4A, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA
 SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: 37365-030-000
 including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency).....\$ 83,000.00
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 Escrow Agent's Name: HARRISON SALE MCCLOY
 Escrow Agent's Contact Person: KEVIN D. OBOS, ESQUIRE
 Escrow Agent's Address: 304 MAGNOLIA AVENUE, PANAMA CITY, FLORIDA 32401
 Escrow Agent's Phone: 850-769-3434
 Escrow Agent's Email: KOBOS@HSMCLAW.COM

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within _____ days (3 days if left blank)
 after Effective Date \$ _____
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within _____ days (10 days if left blank) after Effective Date
 within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
- (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
- (d) Other:\$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 83,000.00
- (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 unit used to determine the purchase price is lot acre square foot other (specify): _____
 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 delivered to all parties on or before March 31, 2017, this offer will be withdrawn and Buyer's deposit, if
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on or before April 28, 2017 ("Closing Date"), unless specifically
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 other items.

Buyer (JF) and Seller (JH) acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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5. Financing: (Check as applicable)

- (a) Buyer will pay cash for the Property with no financing contingency.
- (b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.
 - (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.
 - (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____% and payable as follows:
The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.
 - (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, taxes and insurance, and having a fixed other (describe) _____ interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

6. Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this contract, may assign but not be released from liability under this contract, or may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed special warranty deed other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

- (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) Seller's Buyer's expense and (Check one) within 10 days after Effective Date at least _____ days before Closing Date, (Check one)
 - (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

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- 108 - (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
 111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
 112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
 114 then (1) above will be the title evidence
- 115 - (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
 116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
 117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
 118 Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
 120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
 121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
 122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
 125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
 131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
 132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

- 133 (a) **Inspections: (Check (1) or (2))**
- 134 - (1) **Feasibility Study:** Buyer will, at Buyer's expense and within _____ days (30 days if left blank)
 135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
 136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
 138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
 141 consistency with local, state, and regional growth management plans; availability of permits, government
 142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
 143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
 144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
 145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its
 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will
 148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
 151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
 152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
 153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and
 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller
 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
 157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
 158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
 159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
 160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

- 161 - (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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CONSENT
 AGENDA ITEM # 2

164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
 166 contingent on Buyer conducting any further investigations.
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.
 170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.
 181 Buyer waives the right to receive a CCCL affidavit or survey.

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



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

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

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

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

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

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220 (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
222 closing
223 (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.

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

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

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

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

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

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

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

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CONSENT
AGENDA ITEM #

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

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



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

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

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

318 (a) NA (Seller's Broker)
319 will be compensated by Seller Buyer both parties pursuant to a listing agreement other
320 (specify): _____

321 (b) NA (Buyer's Broker)
322 will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
323 compensation other (specify): _____

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324 20. Additional Terms: _____
 325 This Agreement and purchase is wholly contingent upon the Panama City Beach Council voting to approve this
 326 Contract on or before April 13, 2017. If the decision is "yes" this Contract shall continue in full force and effect. If
 327 the decision is "no", Sellers shall return the Escrow Deposit to the Purchaser and this Contract shall terminate
 328 and neither party shall have any further obligation.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
 342 signing.

343 Buyer: CITY OF PANAMA CITY BEACH Date: 3.23.17

344 Print name: BY: Mario Gisbert, its City Manager

345 Buyer: Diane Fowler Date: 3-23-17

346 Print name: Attested to by: Diane Fowler, City Clerk

347 Buyer's address for purpose of notice:

348 Address: _____

349 Phone: _____ Fax: _____ Email: _____

SAVERIO VACATION RENTALS, LLC

350 Seller: Joseph Hancock Date: 3-28-17

351 Print name: By: Joseph Hancock It's: member

352 Seller: _____ Date: _____

353 Print name: _____

354 Seller's address for purpose of notice:

355 Address: _____

356 Phone: _____ Fax: _____ Email: _____

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

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CONSENT
 AGENDA ITEM # 2

CONSENT AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 13, 2017

3. REQUESTED MOTION/ACTION:

Approve the purchase of a parcel of land as a future lift station site for the Utilities Department from Dorothy M. Roberts in the amount of \$80,000.

4. AGENDA

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

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The utility department needs to acquire sites for future sewer lift stations as part of a long range plan to provide sewer service in the residential area south of Grand Lagoon and north of Thomas Drive. A master plan for the project has been developed and staff has identified potential sites on currently vacant lots that are conducive for allowing a gravity sewer system to be constructed in a cost effective manner. The owner of a vacant parcel at 5213 Long John Drive has agreed to sell to the City at a price that is slightly above the appraisal range of values. Staff believes the \$1,400 difference above appraisal would be more than offset by higher costs that would occur by selecting a site that results in a deeper sewer pipe installation. Legal counsel has prepared and obtained the necessary signatures from both parties to contract for the purchase, contingent upon the City Council approving the transaction. This parcel would serve Basin #7 of 7 total basins in the project area.

Attached is a copy of the proposed Vacant Land Contract. Staff has reviewed the contract, and recommends Council approval of the purchase of the parcel from Dorothy M. Roberts in the amount of \$80,000.

The land acquisitions for future lift stations, and expansion of existing stations, are currently budgeted and the proposed expenditure is within budget.

WHY - To allow the City Manager to contract to purchase vacant land for a future lift station site.

WHAT - Allow the Utility department to acquire a suitable site prior to it being developed.

CONSENT
AGENDA ITEM # 2

RESOLUTION 17-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF VACANT LAND LOCATED AT THE CORNER OF LONG JOHN DRIVE AND TREASURE CIRCLE FOR \$80,000 FROM DOROTHY M. ROBERTS, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 Dorothy M. Roberts, relating to the purchase of 0.228 acres located at the corner of Long John Drive and Treasure Circle, in the basic amount of Eighty Thousand Dollars (\$80,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Vacant Land Contract
FLORIDA ASSOCIATION OF REALTORS®



1. Sale and Purchase: DOROTHY M. ROBERTS ("Seller")
and CITY OF PANAMA CITY BEACH ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: VACANT LOT ON LONG JOHN DRIVE, PANAMA CITY BEACH, FLORIDA, 32408 (Panama City MLS # 617808)
Legal Description:
LOT 29, BLOCK 2, TREASURE ISLAND SECTION ONE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK
8, PAGE 63, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA

SEC /TWP /RNG of BAY County, Florida. Real Property ID No.: 31490-000-000
including all improvements existing on the Property and the following additional property: DS
DMR 80,000.00
85,000.00
4/4/2017

2. Purchase Price: (U.S. currency).....\$ 73,000.00 DS DMR
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: HARRISON SALE MCCLOY
Escrow Agent's Contact Person: KEVIN D. OBOS, ESQUIRE
Escrow Agent's Address: 304 MAGNOLIA AVENUE, PANAMA CITY, FLORIDA 32401
Escrow Agent's Phone: 850-769-3434
Escrow Agent's Email: KOBOS@HSMCLAW.COM

(a) Initial deposit (\$0 if left blank) (Check if applicable)
 accompanies offer
 will be delivered to Escrow Agent within days (3 days if left blank)
after Effective Date\$ 4/4/2017

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 within days (10 days if left blank) after Effective Date
 within days (3 days if left blank) after expiration of Feasibility Study Period\$ DS DMR

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ 80,000.00

(d) Other:\$
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds\$ 73,000.00 DS DMR

(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is lot acre square foot other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before MARCH 17, 2017, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
has signed or initiated and delivered this offer or the final counter offer. DMR 4/4/2017

4. Closing Date: This transaction will close on or before April 28, 2017 ("Closing Date"), unless specifically
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

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CONSENT
AGENDA ITEM # 3

51 5. Financing: (Check as applicable)
 52 (a) Buyer will pay cash for the Property with no financing contingency.
 53 (b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
 54 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
 55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
 57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
 58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
 59 returned.

60 (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____
 61 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
 62 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
 63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
 65 disclose all such information to Seller and Broker.

66 (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to
 67 Seller in the amount of \$ _____, bearing annual interest at _____% and payable as
 68 follows:
 69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
 71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
 74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
 76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
 77 Seller will make the loan.


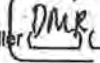
78 (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
 79 _____
 80 LN# _____ in the approximate amount of \$ _____ currently payable at
 81 \$ _____ per month, including principal, interest, taxes and insurance, and having a
 82 fixed other (describe) _____
 83 interest rate of _____% which will will not escalate upon assumption. Any variance in the
 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
 85 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
 86 the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
 87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
 88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

89 6. Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this
 90 contract, may assign but not be released from liability under this contract, or may not assign this contract.

91 7. Title: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
 92 deed special warranty deed other (specify) _____, free of liens, easements,
 93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
 95 other matters to which title will be subject) _____
 96 provided there exists at closing no violation of the foregoing.

97 (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
 99 Seller will deliver to Buyer, at
 100 (Check one) Seller's Buyer's expense and
 101 (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
 102 (Check one)

103 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
 104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
 106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
 107 Buyer within 15 days after Effective Date.

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108 (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
114 then (1) above will be the title evidence.

115 (b) Title Examination: After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank)
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and
118 Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

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



130 8. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
131 conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) Inspections: (Check (1) or (2))

134 (1) Feasibility Study: Buyer will, at Buyer's expense and within _____ days (30 days if left blank)
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
141 consistency with local, state, and regional growth management plans; availability of permits, government
142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be
143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all
144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the
146 Feasibility Study Period for the purpose of conducting inspections, provided, however, that Buyer, its
147 agents, contractors, and assigns enter the Property and conduct inspections at their own risk. Buyer will
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
150 proceedings, and from liability to any person, arising from the conduct of any and all inspections or any
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the inspections and
154 return the Property to the condition it was in before conducting the inspections and (ii) release to Seller
155 all reports and other work generated as a result of the inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161 (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including
162 being satisfied that either public sewerage and water are available to the Property or the Property will be
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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- 164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
- 165 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
- 166 contingent on Buyer conducting any further investigations.
- 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
- 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
- 169 expired or if Paragraph 8(a)(2) is selected.
- 170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government
- 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
- 172 to improving the Property and rebuilding in the event of casualty.
- 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
- 174 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
- 175 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
- 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
- 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
- 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
- 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
- 180 with the shore line of the Property being purchased.
- 181 Buyer waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be

183 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title

184 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds

185 to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to

186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the

187 costs indicated below.

- 188 (a) **Seller Costs:**
- 189 Taxes on deed
- 190 Recording fees for documents needed to cure title
- 191 Title evidence (if applicable under Paragraph 7)
- 192 Other: SELLER TO PAY PRORATED PROPERTY TAXES, ANY LIENS OR ENCUMBRANCES OR FEES TO CLEAR TITLE.

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

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real

204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,

205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be

206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller

208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount

209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but

210 has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be

211 paid in installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is

212 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a

213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT



215 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO

216 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

217 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN

218 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT

219 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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CONSENT
 AGENDA ITEM # 3

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
- 221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
- 222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
- 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
- 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
- 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
- 227 will not be contingent upon, extended, or delayed by the Exchange.

228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days

229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal

230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday

231 will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in

232 this contract.

233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing

234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain

235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may

236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,

237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and

238 receive all payments made by the governmental authority or insurance company, if any.

239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to

240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or

241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,

242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably

243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is

244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for

245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force

246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to

247 the other; and Buyer's deposit(s) will be returned.

248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or

249 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by

250 this contract, regarding any contingency will render that contingency null and void, and this contract will

251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received

252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if

253 delivered to or received by that party.

254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.

255 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker

256 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed

257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This

258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications

259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be

260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If

261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be

262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.

263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular

264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if

265 permitted, of Seller, Buyer, and Broker.

266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive



267 closing or termination of this contract.

268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer

269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also

271 be liable for the full amount of the brokerage fee.

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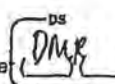
272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed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

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

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

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

313 19. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.
318 (a) SCOTT INGRAHAM REAL ESTATE (Seller's Broker)
319 will be compensated by Seller Buyer both parties pursuant to a listing agreement other
320 (specify): _____
321 (b) N/A (Buyer's Broker)
322 will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of
323 compensation other (specify): _____

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 7 pages.
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April 13, 2017 ^{DS} DMR 4/4/2017

324* 20. Additional Terms: _____
 325 This Agreement and purchase is wholly contingent upon the Panama City Beach Council voting to approve this
 326 Contract on or before March 23, 2017. If the decision is "yes" this Contract shall continue in full force and effect.
 327 If the decision is "no" sellers shall return any Escrow Deposit to the Purchaser and this Contract shall terminate
 328 and neither party shall have any further obligations hereunder.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342 signing.

343* Buyer: CITY OF PANAMA CITY BEACH Date: 3-9-17

344* Print name: By: Mario Gisbert, City Manager

345* Buyer: Diane B. Fowler Date: 3-9-17

346* Print name: Attested To By: Diane Fowler, City Clerk

347 Buyer's address for purpose of notice:

348* Address: 110 S. Arnold Road, Panama City Beach, Florida 32413

349* Phone: _____ Fax: _____ Email: _____

350* Seller: ^{DocuSigned by:} Dorothy M. Roberts Date: 3/14/2017

351* Print name: Dorothy M. Roberts

352* Seller: _____ Date: _____

353* Print name: _____ ^{DS} DMR

354 Seller's address for purpose of notice:

355* Address: _____

356* Phone: _____ Fax: _____ Email: _____

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

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Buyer [Signature] and Seller [Signature] ^{DS} DMR acknowledges receipt of a copy of this page, which is 7 of 7 pages.
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CONSENT
AGENDA ITEM # 3

CONSENT AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

April 13, 2017

3. REQUESTED MOTION/ACTION:

Approve a 60 month term lease of certain mail processing equipment and software from Neopost USA in the monthly amount of \$1,765.

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 Utility Department has an opportunity to early-renew its existing lease for mail processing equipment and software with Neopost USA at a lower monthly cost. The State of Florida recently opened sealed bids for mail processing equipment. Staff desires to take advantage of the lower pricing available in the new state contract and Neopost USA has provided a proposal that reduces the department's monthly cost from \$1,873.08 to \$1,765.00. New equipment will be provided with the lease.

Attached is a copy of the proposed Lease Purchase Order based on State of Florida Contract Number 44102100-17-1. Staff has reviewed the proposal and state contract, and recommends the City Council approve the City Manager executing the Lease Purchase Order from Neopost USA in the monthly amount of \$1,765.00, with a term of 60 months. Lease payments will be made quarterly.

This recurring cost is currently budgeted in the Utility Department and the proposed expenditure is within budget.

WHY - To allow the City Manager to renew a lease for mail processing equipment and software in the Utility Department.

WHAT - Allow the Utility department to lower its monthly operating costs.

CONSENT
AGENDA ITEM #

 H

RESOLUTION 17-82

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT FOR THE LEASE OF MAIL PROCESSING EQUIPMENT FROM NEOPOST IN THE BASIC AMOUNT OF \$1,765 PER MONTH FOR 60 MONTHS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the State of Florida opened sealed bids for the purchase of Mail Processing Equipment on November 29, 2016; and

WHEREAS, the State of Florida determined that the bid received by Neopost was the best value for Mail Processing Equipment; and

WHEREAS, the State of Florida entered into Contract 44102100-17-11 with Neopost for the purchase of Mail Processing Equipment which also allows for the lease of equipment; and

WHEREAS, the City of Panama City Beach desires to lease Mail Processing Equipment for its use, relying on the bids received by the State of Florida.

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 Neopost, relating to the lease of mail processing equipment, in the basic monthly amount of One Thousand Seven Hundred Sixty Five Dollars (\$1,765.00) for 60 months, 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 Fowler, City Clerk

Resolution 17-82
CONSENT
AGENDA ITEM # _____

4

CITY OF PANAMA CITY BEACH

110 SOUTH ARNOLD RD
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

STATE OF FLORIDA - PURCHASE ORDER - LEASE

State of Florida Contract Number – 44102100-17-1

To:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 800-881-6245

SHIP TO:
 CITY OF PANAMA CITY BEACH
 BRIDGETTE COHEN
 110 SOUTH ARNOLD RD
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

| P.O. DATE | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-----------|---------------|-------------|--------------|-------|
| | | | | |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|-----------------|--|------------|----------|
| 1 | 50001-COR-PRO | OMS-500 Pro License (5M clicks/pages per year) | \$211.47 | \$211.47 |
| 5 | 50001-COR-PRO-S | OMS-500 PRO SUPPORT | \$60.42 | \$302.10 |
| 1 | 50001-CTB | Contributor (Windows input Virtual printer driver or automated link to business) | \$13.21 | \$13.21 |
| 5 | 50001-COR-PRO-S | Contributor Support | \$2.65 | \$13.251 |
| 1 | 50001-LIN | Additional input format (Line Printer - XML) | \$39.58 | \$39.58 |
| 5 | 50001-LIN-S | Additional input format (Line Printer - XML) - Support | \$7.93 | \$39.65 |
| 35 | OMS-500-PS-HR | OMS-500 Pro Services Hourly Development | \$5.05 | \$176.75 |

60 MONTH LEASE TERM AT \$ 1,765 PER MONTH

SUBTOTAL

BILLED QUARTERLY

SALES TAX

INCLUDES ALL MAINTENANCE & USPS RATE UPDATES

SHIPPING & HANDLING

PAGE 1 OF 2

OTHER

TOTAL

See Page 2

1. Order is governed under the terms and conditions of the State of Florida Contract – 44102100-17-11. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:
 MailFinance
 Dept. 3682
 P.O. Box 123682
 Dallas, TX 75312-3682
 Federal ID Number: 94-2984524

Send all correspondence to:
 Bridgette Cohen
 110 S. Arnold Road
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

Authorized by _____

Date _____

Print Name and Title _____

CONSENT
 AGENDA ITEM # 4

CITY OF PANAMA CITY BEACH

110 SOUTH ARNOLD RD
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

STATE OF FLORIDA - PURCHASE ORDER - LEASE

State of Florida Contract Number – 44102100-17-1

To:
 Mail Finance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 1-800-636-7678

SHIP TO:
 CITY OF PANAMA CITY BEACH
 BRIDGETTE COHEN
 110 SOUTH ARNOLD RD
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

| P.O. DATE | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-----------|---------------|-------------|--------------|-------|
| | | | | |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|--------------|---|------------|----------|
| 1 | USAOMA-5K | OMS 500 plug-in (1-5K mailpieces/month) | 28.20 | \$28.20 |
| 4 | USAOMA-5K-RE | OMS 500 plug-in - RENEWAL (1-5K mailpieces/month) | \$18.13 | \$72.52 |
| 1 | PS75E3STR | PS75 3st Expert 3 Auto Fdr + Reading HW with HCVS | \$406.29 | \$406.29 |
| 1 | PS75MAXIBRE | PS75 BRE MaxiFeeder Field Installed | \$52.42 | \$52.42 |
| 1 | PS75OMR | OMR 1- TRACK LICENSE | \$25.33 | \$25.33 |
| 1 | IH600AF | IH Series 600 Base w/ Autofeeder, Sealer & Catch Tray | \$82.81 | \$82.81 |
| 1 | IHWP5 | IH Series 5 lb Weighing Platform | \$24.34 | \$24.34 |
| 1 | IH600AF | IH600 METER RENTAL | \$40.00 | \$40.00 |
| | | 2 Lease Trade Up | | \$237.07 |

PAGE 2 OF 2

| | |
|---------------------|---|
| SUBTOTAL | |
| SALES TAX | |
| SHIPPING & HANDLING | |
| OTHER | |
| TOTAL | \$1,765/month Billed Quarterly |

- Order is governed under the terms and conditions of the State of Florida Contract – 44102100-17-1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Mail Finance Inc.
 Dept 3682
 PO BOX 123682
 Dallas, TX 75312-3682
 Federal ID Number: 94-2984524

Send all correspondence to:
 BRIDGETTE COHEN
 110 SOUTH ARNOLD RD
 Panama City Beach, FL 32413-2140
 Phone 850.233.5100

Authorized by _____ Date _____

Print Name and Title _____

CONSENT
 AGENDA ITEM # _____

CONSENT AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 13, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-84 to close portions of roads in Pier Park on Saturday, May 20, 2017 for the parade.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

| |
|-------------------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input checked="" type="checkbox"/> |
| <input type="checkbox"/> |

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Jeep Beach Jam event is scheduled to be held on scheduled on May 17-21, 2017.

The event includes a parade on May 20, 2017 which necessitates closure of portions of Powell Adams Drive, South Pier Park Drive, and L.C. Hilton Drive and rerouting on a portion of Front Beach Road from Powell Adams Road to Pier Park Drive from 6:00 pm to 8:00 pm within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION NO. 17-84

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH AUTHORIZING TEMPORARY ROAD CLOSURE OF PORTIONS OF POWELL ADAMS DRIVE, SOUTH PIER PARK DRIVE AND L.C. HILTON DRIVE AND AUTHORIZING REROUTING TRAFFIC ON A PORTION OF FRONT BEACH ROAD, ON SATURDAY, MAY 20, 2017, FOR THE "JEEP BEACH JAM" PARADE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the "Jeep Beach Jam" (the "Event") is being held on Wednesday, May 17, 2017 through Sunday, May 21, 2017, in Panama City Beach, which will include a Parade on Saturday, May 20, 2017; and

WHEREAS, the Parade necessitates careful traffic control and extraordinary usage of portions of Powell Adams Drive, Front Beach Road, South Pier Park Drive and L.C. Hilton Drive in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City Council of the City of Panama City Beach that:

1. During the hours of 6:00 P.M. and 8:00 P.M. on Saturday, May 20, 2017, the City authorizes temporary road closure of portions of Powell Adams Road, South Pier Park Drive and L.C. Hilton Drive and directs that such traffic be controlled in accordance with the attached map which accompanies this Resolution; and

2. During the hours of 6:00 P.M. and 8:00 P.M. on Saturday, May 20, 2017, all vehicular traffic on portions of Front Beach Road from Powell Adams Road to Pier Park Drive shall be rerouted in accordance with the attached map which accompanies this Resolution.

PASSED, APPROVED AND ADOPTED IN REGULAR SESSION THIS ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM # 5

JEEP BEACH JAM PARADE ROUTE MAP



Parade Route (Blue): Staging Areas are behind Dave & Buster's, MSAP lot, Target & Walmart parking lots – Jeeps travel South on Powell Adams Rd turning right on Front Beach traveling West to Pier Park Drive then heading North thru Pier Park. (Sections of Powell Adams Southbound lane and Front Beach Rd Westbound lane will need to be closed for a short time until parade passes. Parade ends at the main round-a-bout with multiple exit paths available for traffic to depart smoothly.

Parade starts 7PM.

CONSENT AGENDA
ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 13, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-86 to close portions of Front Beach Road on Saturday, May 20, 2017 for the parade.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The Shaddai Shrine Temple Spring Ceremonial Parade is scheduled to be held on May 20, 2017.

The parade necessitates rerouting of a portion of Front Beach Road from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection from 9:30 am to 12:30 pm within the corporate limits of Panama City Beach.

Staff recommends approval.

CONSENT
AGENDA ITEM # 6

RESOLUTION 17-86

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING "THE SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE" ON PORTIONS OF FRONT BEACH ROAD ON THE MORNING OF SATURDAY, MAY 20, 2017; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Shaddai Shrine Temple Spring Ceremonial Parade (the "Event") is scheduled to be held on Saturday, May 20, 2017 in Panama City Beach; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 9:30 A.M. and 12:30 P.M., on Saturday, May 20, 2017, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection, shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 13th day of April, 2017.

CITY OF PANAMA CITY BEACH

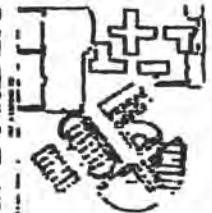
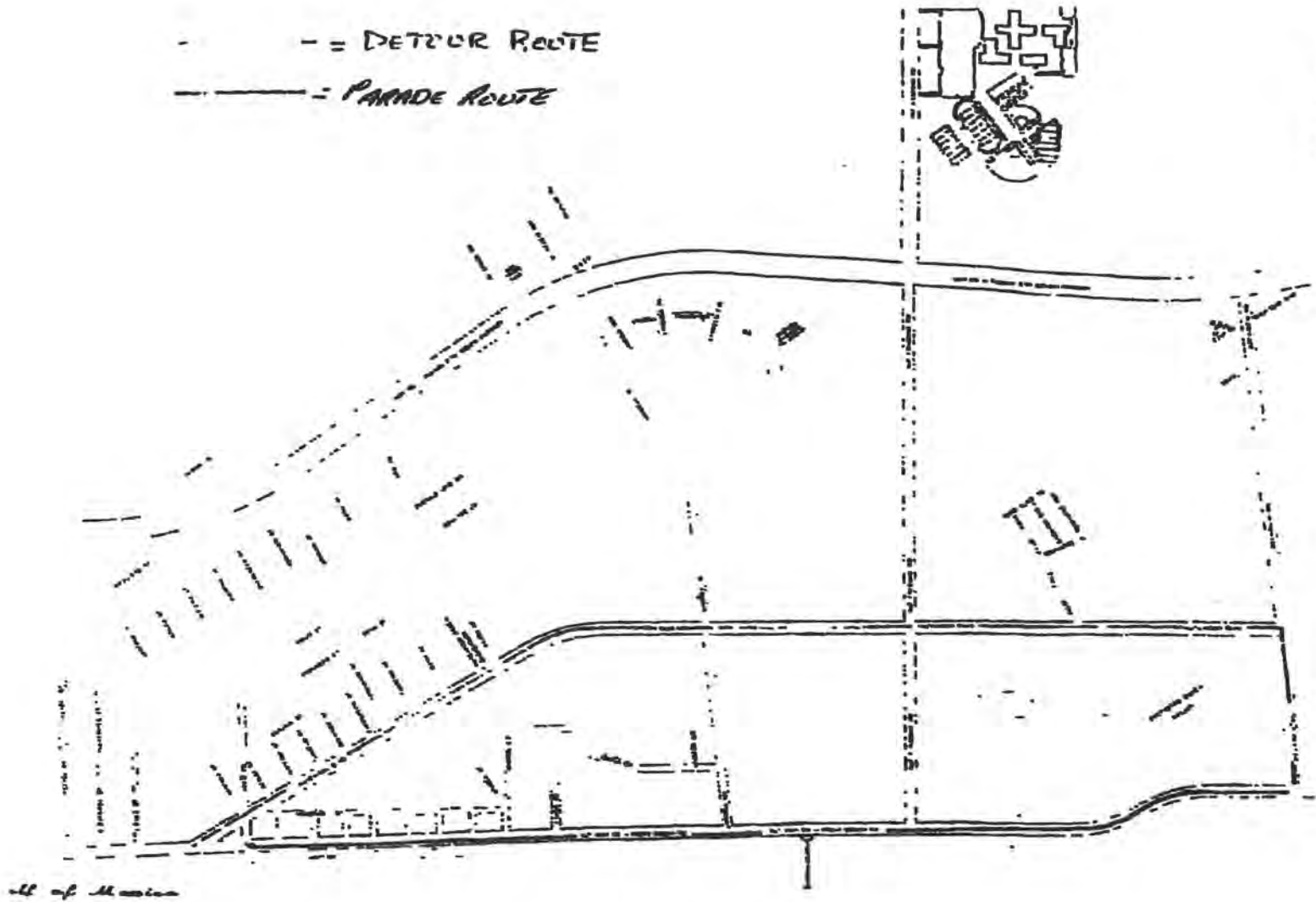
By: _____
Mayor Mike Thomas

ATTEST:

Diane Fowler, City Clerk

-- = DETOUR ROUTE

— = PARADE ROUTE



CONSENT
AGENDA ITEM # 6

2017 Convention

Panama City Beach, Florida

The 3rd Weekend in May (May 18th, 19th and 20th)

Schedule of Events:

May 17th starting at 6:00 PM Welcome Dixie Party, around the Pool at the Days Inn. *This has become one of the highlights of Dixie each year.*

May 18th 7:00 to 9:00 AM Breakfast

May 18th 11:00 AM Golf Tournament Located at the Holiday Golf Course **Joe McAdams Charman 850 596 2030** jojmc41@yahoo.com

May 18th from 11:00 AM to 4:00PM Registration Days Inn

May 18th 6:00 President's Banquet Social Hour (cash Bar), Banquet 6:30 (Casual Dress) location Harpoon Harry's left of Days Inn and Hooters.

May 18th Block Party 8:30 PM Pool Deck at Days Inn

May 19th DSMC Competition 6:30 AM (set up) Frank Brown Park

May 19th Breakfast 7:00 to 9:00

May 19th DSMC Competition 8:00 AM Frank Brown Park

May 19th Hillbilly Competition 9:00 am Frank Brown Park

May 19th 11:00am to 4:00pm Registration Days Inn

May 19th Ladies Luncheon (Social) 11:00 AM Harpoon Harry's

May 19th Ladies Luncheon (Lunch) 11:30 AM Harpoon Harry's

May 19th Dixie Shrine Association Meeting 1:00 PM Location Seahaven Beach Hotel 15238 Front Beach Road, Panama City Beach, FL.

May 19th Dixie Shrine Hospitality 3:00 to 5:00 PM Dixie Hospitality Room Days Inn

May 19th Hillbilly Banquet 6:00 pm at All American Diner

May 20th Breakfast 7:00 to 9:00

May 20th Clowns Competition 7:45 to 10:30 Seahaven Beach Hotel 15238 Front Beach Road, Panama City Beach, FL.

Dixie Shrine Parade Line up at 10:30 Steps Off 11:30 Edgewater Shopping Center

Meet and Greet our Incoming 2017/2018 President "Dorsey Holt" 12:30 to 4:00 Days Inn Pool Deck

May 20th DSMC Hospitality 6:00 PM Harpoon Harry's

DSMC Dinner & Awards 6:45pm Harpoon Harry's

Clown Banquet & Awards 6:00pm All American Diner

REGULAR AGENDA

ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

04/13/2017

3. REQUESTED MOTION/ACTION:

Approve second reading of Ordinance 1410 regarding the expansion, enlargement and modification of non-conforming developments and uses.

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)

Sections 9.02.02 and 9.02.03 of the Land Development Code (LDC) regulate the expansion, enlargement, or modification of non-conforming development and uses. Nothing in this section prohibits the ordinary and routine maintenance and repair of non-conforming structures. Section 9.02.03 applies when a development has lost its protection as a non-conforming development and must comply with the requirements of the LDC except for setbacks and stormwater management. Such applications are a staff review and most applications received are of this type.

Section 9.02.02 applies when a non-conforming development has not lost its protection as non-conforming development and is proposing an expansion, enlargement, or modification. Such application can be approved if the extent and burden of the non-conformity is reduced or if the proposed improvements are determined to be insignificant changes. Many of the proposed changes to these sections of the LDC are to help clarify meaning and create consistency. One of the more important proposed changes is to require the Planning Board to consider applications regarding Section 9.02.02 rather than staff review and approval. The Planning Board would consider those applications regarding the expansion, enlargement, or modification of a lawful, non-conforming development. The Board would consider the unique characteristics of a particular site, how the site is deficient in meeting the requirements of the LDC, the type and amount of improvements proposed and compare all to the requirements of Section 9.02.02 (whether the proposed improvements are de minimis, and if not, will the extent and burden of the non-conformities be reduced). The criteria of this section is similar to that of conditional uses and variances which are types of applications already considered by the Planning Board. The notice will not require mailing of notice but will require posting and publication. The proposed ordinance also prohibits occupancy of a vacant portion of a building (tenant space in a shopping center) unless Sections 9.02.02 or 9.02.03 are satisfied. The proposed changes improve the sections regulating non-conforming development/uses and gives the Planning Board the authority to make decisions where judgment and discernment are needed.

ORDINANCE NO. 1410

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO THE ALLOWED EXPANSION, ENLARGEMENT OR MODIFICATION OF EXISTING NON-CONFORMING DEVELOPMENT AND EXISTING NON-CONFORMING USES; AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATING TO THE LOSS OF THE PRIVILEGE OF CONTINUING NON-CONFORMING DEVELOPMENT AND USES; PROHIBITING THE OCCUPANCY OF A PORTION OF A NON-CONFORMING STRUCTURE WHEN THAT PORTION LOSES THE PRIVILEGE OF CONTINUING; REQUIRING PLANNING BOARD APPROVAL OF EXPANSION, ENLARGEMENT, OR MODIFICATION OF NON-CONFORMING DEVELOPMENT AND USES; AMENDING PLANNING BOARD PROCEEDINGS TO REQUIRE NOTICE OF A HEARING ON AN APPLICATION TO EXPAND, ENLARGE OR MODIFY A NON-CONFORMING DEVELOPMENT OR USE TO BE BY POSTING AND PUBLICATION BUT NOT BY NEIGHBORHOOD NOTICE; INCREASING THE DOLLAR VALUE OF *DE MINIMIS* IMPROVEMENTS PERMITTED FOR NON-CONFORMING DEVELOPMENT AND USES; AMENDING AFFECTED CROSS-REFERENCES; CLARIFYING THE DEFINITION OF NON-CONFORMING DEVELOPMENT TO EXPRESSLY INCLUDE SITES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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 9.02.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

9.02.02 Expansion, Enlargement or Modification of *Non-Conforming Development or Uses*

Non-conforming Development or the use thereof shall not be expanded, enlarged or modified, unless:

- A. The expansion, enlargement or modification reduces the extent (including by way of example and not limitation reduction in spatial characteristics such as area, height, volume or proximity to property lines) and burden (including by way of example and not limitation reduction in noise, impairment of light and air, vibration, dust or odors perceived from adjacent or neighboring properties) of the nonconformity; or
- B. The modification is a conversion of a flat roof to a new pitched roof (gable or hip with at least a 4:12 pitch) so long as that new roof otherwise complies with the roof requirements of this code; or
- C. The expansion, enlargement or modification meets each of the following criteria and is, therefore, deemed to be *de minimis*:
 - 1. The expansion, enlargement or modification does not increase the economic value by more than twenty (20)~~ten (10)~~ percent of the full *Assessed Value* of the site on which the *Non-Conforming Development* is located ("Subject Site");
 - 2. The expansion, enlargement or modification would not so increase the extent and burden (as exemplified in sub-section A of this section) of the nonconformity that adversely affect the properties adjacent to or neighboring surrounding the Subject Site would be materially and adversely affected;
 - 3. The expansion, enlargement or modification would not degrade any level of service below the level established for the Subject Site by the Comprehensive Plan;
 - 4. The expansion, enlargement or modification would not materially increase pedestrian or vehicular traffic to or from the Subject Site; and
 - 5. ~~A Local Development Order has been issued finding that the expansion, enlargement or modification complies with the criteria in this section and that the~~The *Non-Conforming Development* status of the property or Use has not been lostTerminated under any of the provisions of Section 9.02.03; and
- D.6- Enforcement of the prohibition against expansion, enlargement or modification would impose either:
 - (a) ~~Impose~~an undue hardship upon the owner of the Subject Site and the undue hardship is not shared generally by others similarly situated; ~~or~~

~~(b) Fail to serve the useful purpose of ultimately eliminating, or at least not increasing, the burden imposed upon the policies and priorities of this LDC by the subject non-conformance.~~

SECTION 2. From and after the effective date of this ordinance, Section 9.02.03 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

9.02.03 Termination of the Privilege of Continuing Non-Conforming Development and Uses

Non-conforming Development and Uses shall be brought into full compliance with the *Use* regulations and the **Site Design and Development** design and improvement standards in **Chapters 2, 4, 5, and 7 of this LDC (except set-back and stormwater management standards)** in conjunction with **as a result of any of any one or more of** the following:

- A. The discontinuance of occupancy and/or use ~~Use~~ of a *Non-Conforming Development* or *Use* for a period of more than 180 days in any 365-day period. **Where the occupancy of a portion of a Non-Conforming Development has been discontinued for a period of more than 180 days in any 365-day period, that portion of the Development may not be occupied for any purpose until the entire Development is brought into full compliance with the Site Design and Development standards in Chapters 2, 4, 5, and 7 of this Code (except set-back and stormwater management standards).**
- ~~B. Expansion, enlargement or modification of the *Non-Conforming Development* other than that set forth in section 0 and other than the conversion of a flat roof to a new pitched roof (gable or hip with at least a 4:12 pitch) which roof otherwise complies with the roof requirements of this code;~~
- ~~C. The amount of land devoted, in whole or in part, to the *Non-Conforming Development* is increased; or~~
- B.D.** Reconstruction of the *Principal Structure* after the structure has been substantially destroyed by any means, whether voluntarily or involuntarily. A structure is "substantially destroyed" if the cost of reconstruction exceeds sixty (60) percent of the structure's *Assessed Value*. If there are multiple *Principal Structures* on a site, the cost of reconstruction shall be compared to the combined *Assessed Value* of all *Principal*

Structures. A *Non-Conforming Single Family Residence* may be rebuilt provided the new building footprint is contained within the previously existing building footprint.

SECTION 3. From and after the effective date of this ordinance, Section 10.04.06 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

10.04.00 CLASSIFICATION OF APPLICATIONS

10.04.01 Generally

There are six (6) different categories of applications: Type I, Type II, Type III, Type IV, Type V or Type VI. An application will be reviewed based upon the category to which it is assigned by the Building and Planning Department in accordance with sections 10.04.02-07.

...

10.04.06 Applications Subject to Type V Review – Planning Board Proceedings

The following applications shall be processed pursuant to the Type V procedures:

- A. Planned unit development Master Plan;
- B. Traditional Neighborhood Overlay Development Master Plan (*TNOD*);
- C. Large site development (see section 7.02.03P);
- D. Variances to the FBO district requirements;
- E. Conditional *Uses* involving any *Parcel* or combination of contiguous *Parcels* encompassing three (3) or less acres of land (small conditional *Uses*).
- F. Application to expand, enlarge or modify Non-Conforming Development or Uses pursuant to Section 9.02.02.

SECTION 4. From and after the effective date of this ordinance, Section 9.02.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

10.10.00 TYPE V PROCEDURES – PLANNING BOARD PROCEEDINGS

10.10.01 Generally

- A. The procedures set forth in this section are applicable to all applications subject to Type V review, which are listed in section 10.04.06.
- B. Notice of the Planning Board quasi-judicial hearings shall be provided by *Neighborhood Notice (300 feet), Posting and Publication (300 feet)*, **except that Neighborhood Notice shall not be required for applications to expand, enlarge or modify Non-Conforming Development or Uses pursuant to Section 9.02.02.**
- C. All quasi-judicial hearings shall be conducted pursuant to the requirements of section 10.13.00.
- D. A property owner has no legal right for approval of a Master Plan. Rather, the *City* shall approve a *PUD* Master Plan only when it has determined that the applicant has demonstrated, to the satisfaction of the *City*, that the *PUD* Master Plan provides a sufficient public benefit to justify allowing the property owner to deviate from otherwise applicable minimum requirements of the *LDC*.
- E. For approval of a *TNOD* Master Plan, the Planning Board shall follow the requirements of Section 7.02.02.

SECTION 5. From and after the effective date of this ordinance, Section 7.02.03(B) of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~) to conform section numbers:

7.02.00 ESTABLISHMENT OF SPECIAL OVERLAY DISTRICTS

7.02.03 Front Beach Road Overlay Districts

A. Purpose

...

B. Applicability:

1. All of the standards in this section apply to *New Development* or *Redevelopment*.
2. The standards of this section do not apply to:
 - (a) Continuation of a permitted *Use* within an existing structure;
 - (b) Changes of *Use* within existing structures that do not require increased parking;
 - (c) Normal repair and maintenance of existing structures that do not increase its size or parking demand; and
 - (d) Continuation of a *Non-Conforming* situation in accordance with section 9.02.00 of this *LDC*.
3. Modifications to existing *Non-Conforming* structures or *Uses* may be authorized in accordance with section 9.02.02, provided that expansions increase conformance by reducing excess front *Building Setbacks* and front *Yard* parking. In lieu of the standard established in section ~~9.02.02C.49.02.02B.4~~, an expansion, enlargement or modification that otherwise meets the standards in section ~~9.02.02C.49.02.02B~~ is considered *de minimis* even if it materially increases pedestrian traffic to or from the Subject Site.

SECTION 6. From and after the effective date of this ordinance, Section 1.07.02 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

1.07.02 Definitions

As used in the *LDC*, the following terms shall have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context shall require or permit. All terms not specifically defined shall carry their usual and customary meanings. Undefined terms indigenous to a trade, industry or profession shall be defined when used in such

context in accordance with their usual and customary understanding in the trade, industry or profession to which they apply.

• • •

Non-conforming Development – A Use, site or structure which was lawfully established under the laws and rules of the *City* at the time of establishment of the Use, site or structure, but which does not conform to the requirements of the *LDC*.

• • •

SECTION 7. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 8. 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 Land Development Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. 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.

REGULAR AGENDA

ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

April 13, 2017

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 17-64 to adopt a revised fee schedule for the Planning and Zoning fees to include a \$500 fee for Non-Conforming Use/Development.

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)

Council approved a fee schedule for Planning and Zoning fees by Resolution 12-112 on July 26, 2012. The current resolution comes before the council to include the fees in the schedule for Non-Conforming Use/Development Amendment.

Staff recommends approval.

RESOLUTION NO. 17-64

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING A REVISED FEE SCHEDULE FOR PLANNING AND ZONING FEES PURSUANT TO PROCEDURES ESTABLISHED BY THE CITY'S LAND DEVELOPMENT CODE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Resolution 12-112 approving a fee schedule for plan review by the Planning Department in accordance with the procedures adopted in the City's LDC.

NOW THEREFORE 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 fee schedule for Planning and Zoning fees, attached and incorporated herein as Exhibit A to this Resolution, is hereby adopted.

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

THIS RESOLUTION SHALL TAKE EFFECT immediately upon its passage.

PASSED, APPROVED AND ADOPTED, in regular session this ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH, FLORIDA

BY: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 17-64

AGENDA ITEM # 2

EXHIBIT A

Planning and Zoning Fees (February, 2017)

| REQUEST | FEE |
|---|----------|
| Large Scale Plan Amendment | \$2100 |
| Small Scale Plan Amendment | \$1500 |
| Appeal | \$500 |
| Variance | \$500 |
| Annexation | \$800 |
| Rezoning w/o Plan Amendment | \$900 |
| PUD Master Plan | \$800 |
| PUD Master Plan Amendment | \$800 |
| PUD Final Development Plan | \$800 |
| Development Order | \$800 |
| Development Order Extensions | \$50 |
| New DRI | \$3,000 |
| DRI Substantial Deviation | \$1,000 |
| Conditional Use | \$900 |
| Conditional Use Amendment | \$500 |
| Signs | \$25 |
| Zoning Verification Letter | See Note |
| Development Agreement | See Note |
| Traditional Neighborhood Overlay District Master Plan | \$800 |
| Traditional Neighborhood Overlay District Master Plan Amendment | \$800 |
| Traditional Neighborhood Overlay District Final Development Plan | \$800 |
| Traffic Study Review (Minor, 1 st two revisions) | \$800 |
| Traffic Study Review (Minor, each revision after 1 st two) | \$300 |
| Traffic Study Review (Major, 1 st two revisions) | \$1,000 |

Resolution 17-64

| | |
|---|---------------------|
| Traffic Study Review (Major, each revision after 1 st two) | \$400 |
| Traffic Study Review (DRI, 1 st two revisions) | \$1,500 |
| REQUEST | FEE |
| Traffic Study Review (DRI, each revision after 1 st two) | \$800 |
| Creation of Overlay District | See Note |
| Subdivision Plat (2 lots only) | \$500 |
| Subdivision Plat (3 or more lots) | \$900 |
| Telecommunication Towers | \$900 |
| Fences | \$25 |
| Tree Removal/Land Clearing | \$50 |
| Temporary Uses | \$50 |
| Doggie Dining | \$50 |
| Large Site Developments (only in FBO districts) | \$800 |
| <u>Non-Conforming Use/Development Amendment</u> | <u>\$500</u> |

Note: The fee is equal to the wage/hour of staff working on the request plus any attorney's fees and will be established upon the City's rendering of the agreement or ordinance contemplated by the development request.

Resolution 17-64

AGENDA ITEM # 2

REGULAR AGENDA

ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
LEGAL

2. MEETING DATE:
APRIL 13, 2017

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE 1411 REGULATING FIRES ON THE SANDY BEACH OF THE CITY.

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)

This ordinance was previously considered by the Council on March 23, 2017. Council directed staff to make changes concerning the use of wood and certain safety requirements.

This revised ordinance amends Chapter 7 of the Code of Ordinance creating section 7-11 regulating fires on the sandy gulf beach within the City. The ordinance allows propane or wood fires in elevated fire pits under certain conditions upon an approved application to the City Fire Department. It removes the previous draft's requirement for fencing around the fire area and for submission of site plan for a fire permit. Specific safety conditions are added for wood-fueled bonfires.

Council must direct staff whether to prohibit bonfires during certain times of the year for approval of first reading. Staff recommends approval upon a decision on any that wherein bonfires will be prohibited. If Council approves a first reading of this ordinance, a public hearing and second reading will be scheduled for April 27, 2017.

ORDINANCE NO. 1411

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, CREATING SECTION 11 OF CHAPTER 7 OF THE CITY CODE OF ORDINANCES ALLOWING FIRES ON THE SANDY BEACH WITH A PROPER PERMIT FROM THE CITY FIRE DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City Council finds that the safety, health, and welfare of the citizens of, and visitors to, Panama City Beach would be best protected by the regulation of recreational fires on the sandy gulf beach; and

WHEREAS, the Council finds that it is in the public's best interest to regulate fires on the sandy gulf beach.

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

SECTION 1. From and after the effective date of this ordinance, ARTICLES I of Chapter 7, BEACHES, BOATS, AND WATER SAFETY, of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

ARTICLE I. - IN GENERAL

Sec. 7-11. Fires.

(a) It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a fire, bonfire or campfire on the sandy gulf beach, without a permit issued by the City Fire Department as provided herein and in accordance with rules set by the City Fire Department;

(1) No fires will be allowed between [_____].

(2) No fires will be allowed within 200 feet of a marked turtle nest, within 50 feet of vegetation line or within 100 feet of any habitable structure.

(3) No fire permit using organic wood material shall be issued if wind conditions are greater than ten (10) miles per hour.

(4) No fire permit shall be issued if the National Weather Service, Florida Forest Service, or county has issued a red flag fire warning, a no burn order, or when the City Fire Department determines that the proposed fire will endanger the public health, safety, welfare, or other people or property.

(5) All permitted fires must occur between the hours of 5:00 p.m. and 12:00 a.m. The site shall be cleaned of all debris and restored to its natural condition by 12:00 a.m. It

shall be unlawful and a violation of this section for a person to fail to clean up after the fire has been extinguished. No debris from the fire may be deposited in any public garbage receptacle on the sandy beach.

(6) All permitted fires must be fueled solely by propane gas or organic wood material via an elevated fire pit not to exceed three (3) feet in diameter. Burning of any material other than organic wood material or propane shall be a violation of this Code.

(7) The permit holder shall be present at all times on the site and shall have the signed permit available for inspection.

(8) A maximum of ten (10) permits per day shall be issued on a first come first served basis.

(b) All persons desiring to obtain a one-time permit for a fire on public or private land within the area described herein above shall apply for a fire permit from the City Fire Department. All applications for fire permits shall set forth in detail the following

(1) Full name and address of the applicant;

(2) The date and time the fire is to be set;

(3) The fire pit or container to be used;

(4) The specific location of the fire;

(5) Written consent of any upland private property owner(s);

(6) The safeguards to be taken to protect the public and other property from injury including fire control equipment to be used on site; and

(7) Such other information as may be prescribed by the City Fire Department.

(8) If burning organic wood material, the permit holder must supply a receptacle suitable for depositing any remains of the fire.

(c) The fee for the issuance of the fire permit shall be fifty dollars (\$50) or an amount otherwise set by resolution of the City Council.

(d) Issuance of a permit by the City shall not excuse or relieve the applicant from any liability or responsibility for damages which may result from carelessness or neglect in setting, starting, looking after, or guarding a fire.

(e) Any violation of this section shall constitute a Class 2 infraction pursuant to section 7-502 of this chapter and be otherwise punishable under this Chapter and section 1-12 of this Code.

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

SECTION 3. 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 4. 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 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.

REGULAR AGENDA

ITEM 4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION

2. MEETING DATE:

04/13/2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the Ramundsen Public Sector, LLC (Sungard) Application Service Provider (ASP) renewal contract budget amendment

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)

With the approval of the renewal contract at the 03/23/2017 Council meeting, Staff is proposing this budget amendment to coincide with the costs associated with the purchase of the hardware and contract renewal costs.

Staff asks the City Council to approve this budget amendment in the amount of \$52,250.00.

RESOLUTION 17-85

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT FOR THE EXPENDITURE OF FUNDS FOR ONE TIME FOR TIME CLOCK HARDWARE, DEVELOPMENT AND MANAGEMENET PROFESSIONAL SERVICES AND EXECUTIME TIME AND ATTENDANCE START UP FEE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WITNESSETH:

WHEREAS, on March 23, 2017 the City of Panama City Beached approved an agreement renewing the City's contract dated December 10, 2003, with Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector, LLC, for one time fees for time clock hardware, development and management professional services, and ExecuTime time and attendance start up fee; and

WHEREAS, a budget amendment is necessary to approve the un-budgeted costs for the one time fees and start up fee.

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

1. The budget amendment (#29) attached, incorporated and marked as Exhibit A is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, to reflect the appropriation of funds for the purposes stated herein.

2. This Resolution shall take effect immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
MIKE THOMAS, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK

4

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

No. BA # 29

| FUND | GENERAL ACCOUNT NUMBER | ACCOUNT DESCRIPTION | APPROVED BUDGET | BUDGET ADJUSTMENT | NEW BUDGET BALANCE |
|------|------------------------|-------------------------------------|-----------------|-------------------|--------------------|
| TO | 001-1300-513.60-10 | Capital Outlay < \$5,000 | 20,000.00 | 1,250.00 | 21,250.00 |
| TO | 001-1500-515.60-10 | Capital Outlay < \$5,000 | 8,000.00 | 275.00 | 8,275.00 |
| TO | 001-2101-521.60-10 | Capital Outlay < \$5,000 | 188,000.00 | 11,600.00 | 199,600.00 |
| TO | 001-2200-522.60-10 | Capital Outlay < \$5,000 | 306,000.00 | 5,500.00 | 311,500.00 |
| TO | 001-2400-524.60-10 | Capital Outlay < \$5,000 | 11,800.00 | 1,350.00 | 13,150.00 |
| TO | 001-4100-541.60-10 | Capital Outlay < \$5,000 | 21,500.00 | 2,850.00 | 24,350.00 |
| TO | 001-7201-572.60-10 | Capital Outlay < \$5,000 | 135,000.00 | 7,400.00 | 142,400.00 |
| FROM | 001-8100-999.96-00 | Reserves Available for Expenditures | 9,287,175.00 | (30,225.00) | 9,256,950.00 |
| | | | | | |
| | CRA | | | | |
| TO | 160-2400-524.60-10 | Capital Outlay < \$5,000 | 2,500.00 | 155.00 | 2,655.00 |
| TO | 160-5901-559.60-10 | Capital Outlay < \$5,000 | 2,000.00 | 315.00 | 2,315.00 |
| FROM | 160-5901-559.95-00 | Reserves Restricted | 21,166,508.00 | (470.00) | 21,166,038.00 |
| | | | | | |
| | PIER | | | | |
| TO | 402-7500-575.60-10 | Capital Outlay < \$5,000 | 37,000.00 | 2,400.00 | 39,400.00 |
| FROM | 402-7500-575.96-00 | Reserves Available for Expenditures | 591,309.00 | (2,400.00) | 588,909.00 |
| | | | | | |
| | AQUATIC CENTER | | | | |
| TO | 403-0000-572.60-10 | Capital Outlay < \$5,000 | 26,000.00 | 5,400.00 | 31,400.00 |
| FROM | 403-0000-999.96-00 | Reserves Available for Expenditures | 66,468.00 | (5,400.00) | 61,068.00 |
| | | | | | |
| | UTILITY | | | | |
| TO | 403-3300-533.60-10 | Capital Outlay < \$5,000 | 40,000.00 | 5,400.00 | 45,400.00 |
| TO | 401-3500-535.60-10 | Capital Outlay < \$5,000 | 60,000.00 | 7,405.00 | 67,405.00 |
| TO | 401-3800-538.60-10 | Capital Outlay < \$5,000 | 8,000.00 | 950.00 | 6,950.00 |
| FROM | 401-8100-999.96-00 | Reserves Available for Expenditures | 50,269,890.00 | (13,755.00) | 50,256,135.00 |
| | | | | | |
| | | Check Adjustment Totals: | 82,245,150.00 | 0.00 | 82,245,150.00 |

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds for Executime costs previously approved by Council - time clocks, software setup and related professional services

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

4
AGENDA ITEM #
Exhibit A

REGULAR AGENDA

ITEM 5



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
APRIL 13, 2017

3. REQUESTED MOTION/ACTION:
APPROVE RESOLUTION 17-80 ADOPTING A FEE SCHEDULE FOR TRANSPORTATION NETWORK VEHICLE LICENSES.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

On March 9, 2017 the City Council adopted Ordinance 1409 approving an annual license for transportation network companies. The Ordinance provides the license fee shall be established by resolution of the Council.

The proposed license fees are:

1. For licenses issued prior to December 31, 2017, \$100
2. For licenses issued on or after January 1, 2018:
 - a. \$250 for 1-10 driver authorizations
 - b. \$500 for 11-20 driver authorizations
 - c. \$1000 for 21-50 driver authorizations

This fee schedule (for licenses issued after 1/1/18) is based on City of Gainesville's fee schedule.

Staff is requesting adoption of the fees by approval of the Resolution.

RESOLUTION 17-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING A FEE SCHEDULE FOR TRANSPORTATION NETWORK VEHICLE LICENSES PURSUANT TO PROCEDURES ESTABLISHED BY ORDINANCE 1409; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance 1409 approving an annual license for transportation network companies; and

WHEREAS, Section 24-48 of the Ordinance provides the license fee be established by resolution of the City Council.

NOW THEREFORE 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 fee schedule for transportation network companies desiring to provide or providing vehicle for hire service within the City is adopted as follows:

1. For licenses issued prior to December 31, 2017, \$100
2. For licenses issued on or after January 1, 2018:
 - a. \$250 for 1-10 driver authorizations
 - b. \$500 for 11-20 driver authorizations
 - c. \$1000 for 21-50 driver authorizations

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

THIS RESOLUTION SHALL TAKE EFFECT immediately upon its passage.

PASSED, APPROVED AND ADOPTED, in regular session this ____ day of _____, 2017.

CITY OF PANAMA CITY BEACH, FLORIDA

BY: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

REGULAR AGENDA

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

ADMINISTRATION/LEGAL

2. MEETING DATE:

APRIL 13, 2017

3. REQUESTED MOTION/ACTION:

APPROVE RESOLUTION URGING DEFEAT OF HB 425 AND SB 188 WHICH RESTRICTS LOCAL GOVERNMENT'S ABILITY TO REGULATE VRBO.

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 Florida Legislature is considering House Bill 425 and Senate Bill 188 which would restrict the ability of local government to regulate vacation rentals by owners and the shared lodging industry (collectively known as "VRBO"). The City of Panama City Beach appreciates and respects the private property rights of the VRBO owner, but through personal experience, has found the independent nature of the VRBO rental relationship and the location of the property generates localized activities and issues which are unique not just to the City but most often to a single neighborhood or condominium building due to such localized physical and economic issues. This is especially true with respect to condominium buildings and rental by a distant owner who has little or no regard for the surrounding neighbors or units in the building. It is the City's position that the legislature can not anticipate or react to the myriad and constantly recurring local issues created by VRBO and that these Bills are favorable towards the VRBO industry at the expense of not just local residents but the tourist industry itself.

Attached is a Resolution wherein the City urges the legislature to defeat HB 425 and SB 188.

If approved, the executed Resolution will be forwarded to the state legislators who represent the people of the City, the Florida League of Cities, the City of Panama City, Bay County and to all others whom the City Manager may deem appropriate.

RESOLUTION 17-83

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PANAMA CITY BEACH URGING THE DEFEAT OF
HB 425 & SB 188.**

WITNESSETH

WHEREAS, tourism is a major industry in Florida, and

WHEREAS, it has been reported by economists that the economy of Bay County, Florida, is more dependent upon tourism than all or almost all of the counties in the State; and

WHEREAS, the overwhelming majority of the tourist economy in Bay County is located on Panama City Beach, and tourism is the most significant industry in the City of Panama City Beach; and

WHEREAS, as a result of these facts, the members of the City Council of the City of Panama City Beach are uniquely qualified to express opinions upon matters relating to tourism; and

WHEREAS, the Florida Legislature is considering HB 425 and SB 188 which restricts the ability of local government to regulate vacation rentals by owners and the similar, shared lodging industry (here for convenience collectively "VRBO").

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

1. That VRBO is an outgrowth of the internet revolution and is a valuable and desirable component of the modern vacation and tourist driven economy, but as such it is far more anonymous and involves far less personal contact between the modern, digital "inn-keeper" and the vacationing tourist than did traditional, transient accommodations.

2. That the lack of the property owner's control over the rental and the resulting independence of the VRBO customer can lead to activities and situations which disturb not only residents but also other visitors.

3. That these disturbances are typically minor, but are varied, frequent and recurring, and over time could diminish the reputation of an area as a vacation destination.

4. That the VRBO properties are located in neighborhoods and condominium buildings populated either by other visitors or permanent residents.

5. That they appreciate and respect the private property rights of the VRBO owner but also find, through personal experience, that the independent nature of the VRBO rental relationship and often the very location of the VRBO property, especially when located in a condominium building, generates localized activities and issues which are unique not just to the City but most often unique to a single neighborhood or condominium building due to such localized physical and economic issues as parking, traffic circulation, proximity to restaurants and bars, frequency and timing of garbage collection, and especially with respect to condominium buildings, rental by a distant owner who has little or no regard for the surrounding neighbors or units in the

building.

6. That it is utterly impossible for the legislature to anticipate or react to the myriad and constantly recurring local issues created by VRBO and that HB 425 and SB 188 are abject capitulations to the VRBO industry at the expense of not just local residents but the tourist industry itself. The undersigned would respectfully ask the legislature to remember that during much of the year in Panama City Beach there are more tourists than residents.

7. That this plea is not simply to protect local residents or to preserve the sanctity of home rule, but as importantly it is to preserve the ability of the City and the county to protect the tourism industry in Bay County, the lifeblood of Panama City Beach, from the unique, local and ever evolving excesses of the VRBO industry which Tallahassee cannot predict, observe or address.

8. That they respectfully ask the legislators to be mindful that regulations enacted by local governments must be enforced by those same governments and, if excessive or burdensome, the peoples' local elected representatives are quickly made aware of those burdens and any unintended consequences.

9. That the City and County's authority to regulate the potential excess activities generated by VRBO is more important than their ability to regulate the location of VRBO properties or impose life safety requirement upon the physical homes or units placed into the industry (which reportedly some communities have imposed as a barrier to the industry).

10. That the legislature is urged to defeat HB 425 and SB 188.

AND BE IT FURTHER RESOLVED, that the City Manager is directed to forward copies of this executed Resolution immediately to the state legislators who also represent the people of the City, the Florida League of Cities, the City of Panama City, Bay County, and to all others whom he may determine appropriate.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 13th day of April, 2017.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

REGULAR AGENDA

ITEM 7



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

04/13/2017

3. REQUESTED MOTION/ACTION:

It is requested that the City Council consider the request by Land Holding, LLC to cancel the Development Agreement between Miracle Strip Partners and the City for 21.79 acres located at 11500 Hutchison Boulevard.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

The City approved of a Development Agreement for the above referenced property on November 26, 2007. The Agreement required height limitations and buffering to better protect the adjacent neighborhood (Palm Cove) because the zoning code at the time did not sufficiently address these issues. The current LDC requires similar protections as those required in the Development Agreement. The Development Agreement will expire in November of this year and the applicants wish to cancel earlier so they can proceed with development of a residential subdivision on this commercially zoned property. If the Council instructs staff to create the documents for cancellation, there will also need to be an application for a Comprehensive Plan Amendment to delete Policies 13.3 (2) and (3) of the Future Land Use Element (attached). Below are the comparisons of what is required by the Development Agreement and what is required by the Land Development Code.

1. A 25 foot buffer is required by the Agreement and Comprehensive Plan Policy 13.3(3). If the Agreement is approved for cancellation, an amendment will need to be made to the Plan for consistency;
2. The maximum allowable density is 10 dwelling units per acre in the Development Agreement and the Comprehensive Plan (Policy 13.3(1));
3. The maximum allowable building height of the Development Agreement is 40 feet up to a distance of 216 feet from Palm Cove subdivision then a maximum of 70 feet thereafter. The LDC permits a maximum building height of 65 feet with an opportunity to utilize incentives (upon Council approval) up to a height of 85 feet. However, the setbacks of the LDC (as shown on the next page) result in larger setbacks closer to Palm Cove than does the Development Agreement but lesser setbacks with increased distance; and,
4. A comparison of the required setbacks is shown on the following page.

**MCNEIL
—CARROLL
ENGINEERING, INC.**

PROFESSIONAL ENGINEERING CONSULTANTS

30 January 2017

VIA HAND DELIVERY

Mr. Mel Leonard
City of Panama City Beach Planning Department
110 South Arnold Road
Panama City Beach, Florida 32413

Re: Miracle Strip Partners Development Agreement
Land Holding, LLC
Panama City Beach, Florida
MCEI File No. 1249.01

Dear Mr. Leonard:

On behalf of our client, Land Holding, LLC, we are requesting that the Development Agreement dated November 26, 2007 between the City of Panama City Beach and Miracle Strip Partners, LLC. be terminated. The agreement was intended for a mixed use development and provided buffers to the adjacent residential parcel for commercial development.

It is the intent of our client to develop the property as an 85 lot single family residential development and not as a commercial and is therefore requesting the development agreement to be terminated. Prior to the adoption of the development agreement, the City relied on a code of ordinances in lieu of a land development code. However, the city has since adopted a land development code that provides specific regulatory requirements that implement the Panama City Beach Comprehensive Plan.

Should you have any questions or require clarification, please contact us.

Respectfully,

McNeil Carroll Engineering, Inc.



Robert Carroll, P.E.
Vice President

Panama City

475 Harrison Avenue, Suite 200
Panama City, FL 32401

Phone (850) 763-5730
Fax (850) 763-5744

mcneilcarroll.com

Panama City Beach

17800 Panama City Beach Parkway
Panama City Beach, FL 32413

Phone (850) 234-1730
Fax (850) 234-1731

AGENDA ITEM # 7

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

STATE OF Florida
COUNTY OF Orange

KNOW ALL MEN BY THESE PRESENTS, that I Land Holding, LLC am presently the owner at 11500 Hutchison Boulevard, Panama City Beach, FL; Parcel ID's 34031-010-000 and 34033-050-000, and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint McNeil Carroll Engineering, Inc. whose address is 17800 PCB Parkway, PCB FL County of Bay, State of Florida, my Attorney full power to act as my agent in the process of Development Agreement termination.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary tasks in the execution of aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED, however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact."

WITNESSES:

APPLICANT:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Signature: Hema Rodriguez

PROPERTY OWNER: Land Holding, LLC

Printed Name: Hema Rodriguez

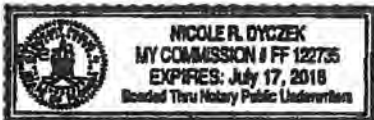
Signature: John R. Gassie V.P.

Printed Name: John R. Gassie

STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared John R. Gassie, who is personally known to me or who produced _____ as identification, and who executed the foregoing instrument.

Given under my hand and seal this 23rd day of January, 2017.



Nicole R. Dyczek

Signed Name of Notary Public

Nicole R. Dyczek

Printed Name of Notary Public

Commission Number: _____

Expiration Date: _____

Miracle Strip Partners Setback Comparison

| <u>Story</u> | <u>Development Agreement</u> | <u>Land Development Code</u> |
|--------------|------------------------------|---|
| 1 story | 25 feet | 15 feet |
| 2 story | 25 feet | 25 feet |
| 3 story | 25 feet | 35 feet |
| 4 story | 25 feet | 45 feet |
| 5 story | 217 feet | 55 feet |
| 6 story | 217 feet | 65 feet |
| 7 story | 217 feet | 75 feet (but only with approved incentives) |

Miracle Strip Partners, LLC

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is entered on this 26th day of November, 2007, by THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation, acting through its City Council (herein "City"), and MIRACLE STRIP PARTNERS, LLC, (herein "Owner"), for the purpose of establishing and binding the Owner's development rights for the Property described herein, and providing assurances to the Owner that upon receipt of appropriate Local Development Orders and Development Permits it may proceed with development subject to the terms and conditions of this Agreement.

I. DEFINITIONS

The following definitions shall apply to terms and conditions as used in this Agreement.

1. "Act" and all references to provisions within the Act shall mean the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (22005).

2. "Agreement" shall mean this Development Agreement.

3. "Association" shall mean the master owners association which may be formed pursuant to the provisions of Chapter 617, Florida Statutes, and shall include as members the owners of all development within the Project.

4. "City" shall mean Panama City Beach, Florida and its City Council.

5. "City Council" shall mean the governing body of the City.

6. "Development Permit" shall mean any building permit, environmental permit, or other permit, authorization or approval, except a Local Development Order, and any amendments thereto, which may be required by the City or any agency of either the State of Florida or the government of the United States of America in order for the Owner to develop the Property or part of the Property.

7. "Effective Date" shall mean the effective date of this Agreement as specified in Section VIII of this Agreement.

8. "Height" shall mean the ceiling of the highest habitable floor in a building.

9. "Impervious Area" shall mean the area of non-vertical surfaces that do not readily absorb water; as such term is used or intended generally in the context of stormwater management, engineering, or regulation.

10. "Local Development Order" means the approval of an application for a site plan, subdivision plat, variance, or rezoning, which does not authorize development without any required Development Permit.

11. "Ordinances" shall refer to the City's ordinances in effect and published in the Panama City Beach Code of Ordinances on the Effective Date of this Agreement. The term includes all land use regulations governing development of land within the City's jurisdiction except in Zoning Ordinance (defined below).

12. "Owner" shall mean, collectively, Miracle Strip Partners LLC, its successors in interest, successors in title and assigns permitted herein.

13. "Party" or "Parties" shall refer to the City and the Owner.

14. "Plan" shall mean the Panama City Beach Comprehensive Plan adopted by the City in October 2001 pursuant to Chapter 163, Part II Florida Statutes, as it has been amended from time to time, which is in effect on the Effective Date of this Agreement.

15. "Project" shall mean the overall development of the Property subject to the provisions and limitations of this Agreement.

16. "Property" shall mean the real property legally described in Exhibit "A" attached hereto and incorporated herein.

17. "Roadways" shall mean all roads and streets internal to the Project.

18. "State" shall refer to the State of Florida.

19. "Term" shall mean the term of this Agreement as set forth in Section VI.

20. "Zoning Ordinance" shall mean the City's Zoning Ordinance in effect on the Effective Date of this Agreement.

II. RECITALS

WHEREAS, the intent of the "Florida Local Government Development Agreement Act" as expressed in Section 163.3220, Florida Statutes, is as follows:

(1) The Legislature finds and declares that:

(a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(2) In conformity with, in furtherance of, and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(3) This intent is effected by authorizing local governments to enter into development agreements with developers subject to the procedures and requirements of Sections 163.3220 - 163.3243, Florida Statutes; and

WHEREAS, the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities is an expressed policy of the State and the City Section 187.201(16), Florida Statutes; and

WHEREAS, the application of innovative and flexible planning and development strategies and creative land use planning techniques such as clustering and mixed-use development are clearly encouraged and contemplated by the State and the City Section 163.3177(11), Florida Statutes; and

WHEREAS, the Owner desires for the Property to be developed as a mixed use Development which may include a combination of the uses currently permitted within the T-3 zoning district; and

WHEREAS, since such development demands both a significant investment of the Owner's time and a significant expenditure of the Owner's funds, the Owner is desirous of agreeing upon, and reducing to contractual terms, the existing development rights of the Owner with regard to the Property; and

WHEREAS, it is in the best interests of the City and the citizens of the City that the development of the Property be completed in a planned and orderly fashion, giving consideration to the subjects addressed in this Agreement; and

WHEREAS, the Owner and the City has agreed upon terms and conditions relating to the development of the Property and the Owner's development rights which are acceptable to the Owner and to the City and the Owner and City deem it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the Act provides a vehicle for the Owner and the City to document the assurances sought by each; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the City has held the two required public hearings with respect to this Agreement on the 11th day of October, 2007, and the 25th day of October, 2007, with notice of such hearing having been provided as required by law, and has considered the public comments and record of such public hearings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the Owner and the City agree:

III. FINDINGS

1. The foregoing Definitions and Recitals are correct and complete and are incorporated herein.
2. The Owner holds legal and equitable title to the Property.
3. The Property consists of approximately 21.79 acres designated as of the Effective Date on the Future Land Use Map in the Plan as "Tourist," as shown on attached and incorporated Exhibit "B," and zoned as of the Effective Date as T-3.
4. The Owner intends to proceed with marketing the Property for sale and subsequent development in accordance with the densities, intensities and building heights (and limits) specified in this Agreement and the uses permitted

and intensities set forth in this Agreement. Upon reliance on this Agreement, Owner will expend substantial sums of money for developing the site.

5. The Owner acknowledges that it has initiated the request that the City enter into this Agreement; that the terms and conditions of the Agreement incorporate proposals made by the Owner and agreed to by the City; and that the City has not required the Owner draft or enter into this Agreement.
6. The public hearings notices, procedures, and conditions required by the Act relating to the Agreement have been held and met.

IV. AUTHORITY

Execution of this Agreement is expressly authorized by Section 163.3223, Florida Statutes.

V. PUBLIC HEARINGS

Public hearings required to enter into, amend or revoke this Agreement shall be advertised and held in accordance with the provision of Section 163.3225, Florida Statutes.

VI. STATUTORY REQUIREMENTS

Required provisions to be included within this Agreement, as set forth in Section 163.3227 of the Act, are hereinafter addressed as follows:

1. Legal Description. The legal description of the Property is attached as Exhibit "A".
2. Duration of the Agreement. The Term of this Agreement shall be ten (10) years from the Effective Date, unless otherwise terminated or extended by mutual consent of the parties or in accordance with either applicable law or the provisions of this Agreement. The City shall have the option to unilaterally terminate this Agreement if an application for a Local Development Order for the entire Property has not been filed within four (4) years of the Effective Date of this Agreement, or physical development of the Property pursuant to a Development Permit has not commenced within two (2) years after the filing of an application for a Local Development Order and been continued in a manner consistent with the economic conditions of the community as a whole as opposed to the value or development potential of the Property individually.

3. **Development Rights and Uses.** During the Term of this Agreement and whenever Owner is not in breach of any material covenant of this Agreement, the City hereby agrees that:
- (a) The Owner shall have the right to proceed with development of that portion of the Property lying outside the twenty-five (25) foot natural buffer described in subparagraph (e) below, and shown upon Exhibit "C," for the uses currently permitted in "T-3" zones under the Zoning Ordinance, subject always to the terms and conditions of this Agreement; provided, however, that Owner's right to proceed with such development is conditioned upon the Owner having first obtained all Local Development Orders and Development Permits required for the development. The density and intensity and heights set out below in subsection (e) are the maximum that will be allowed. The Owner may, in its sole discretion, apply for more limited amount of development. At the termination of this Agreement, by the passage of time or otherwise, any unused density or intensity that is not authorized by an appropriate Local Development Order is released and may be included by the City in any determination of average density.
 - (b) Whenever Owner is not in breach of any material covenant of this Agreement, the Owner is entitled to apply for Local Development Orders and Development Permits required to carry out the development substantially as described in this Agreement.
 - (c) The City will review Owner's application for a Local Development Order and Development Permit issued under the City's jurisdiction for the Project pursuant to the Plan and Ordinances, and pursuant to the City's zoning ordinance or superseding land development code in effect on the date of filing such applications (except as provided in subsection (d) below). In the event of any conflict or inconsistency between this Agreement and the Plan and ordinances identified above, this Agreement shall control. Ordinances or regulations adopted after the Effective Date of this Agreement shall not preclude the Owner from developing the uses specifically allowed in this Agreement at the densities, intensities, building height, and other development parameters specified herein.
 - (d) **Changes to Comprehensive Plan and Zoning Code.** Except as specifically provided herein, the City's Comprehensive Plan and Zoning Ordinance in effect on the effective date of this Agreement

as they specify the land use, building height, density and intensity of the land use shall apply to the Property for the duration of this Agreement. Changes to the Comprehensive Plan or the Zoning Ordinance adopted after the Effective Date of this Agreement or enacted in a land development code adopted after the Effective Date of this Agreement, shall apply except as such changes modify the land uses permitted by the current Comprehensive Plan and Zoning Ordinance or restrict the building height, densities or intensities of the development outlined in this Agreement. The Owner and the City may enter into mutual, written agreements making later adopted plan amendments or regulations applicable to the Property without the necessity of amending this Agreement.

- (e) The following buffer, density, intensity, and building height limitations shall apply to the Property;
- (1) *Density and Intensity.* The maximum density for residential use shall be ten (10) dwelling units per acre. Density shall not be reduced or limited in any way by a determination of average density that includes development outside the Property. Intensity shall be limited as provided in the Plan, Ordinances or Zoning Ordinance for T-3 zones.
 - (2) *Buffer and Fence.* A buffer of twenty-five (25) feet in depth along the full length of the easterly boundary line of the Property, as shown upon attached and incorporated Exhibit "C." No development shall be permitted within said buffer except for walkways and bikeways agreed upon by the Owner, on the one hand, and a formal representative of a majority of the owners of property within Emerald Coast Club, Phase I and Palm Cove, Phase I, subdivisions, on the other hand. Owner agrees that said buffer shall be designated Conservation on the Future Land Use Map of the Plan, and zoned Conservation under the zoning ordinance or superseding land development code of the City. Within said buffer there shall be erected and always maintained in a sound, clean and neat condition on both sides a six (6) foot high, solid-face fence parallel to the easterly boundary line to screen and protect properties within said subdivisions.
 - (3) *Building Height First.* Development located more than twenty-five (25) feet but less than two hundred and seventeen (217) feet from the easterly boundary line of the

Property shall be limited to a Height of forty (40) feet, as shown upon Exhibit "C."

(4) *Building Height Second.* Development on the remainder of the Property, located more than two hundred and seventeen (217) feet from the easterly boundary line of the Property shall be limited to a Height of seventy (70) feet, as shown upon Exhibit "C."

(5) *Development Not a Non-Conforming Use.* The parties acknowledge and agree that development of the Property under the terms and conditions of this Agreement shall not be deemed to be a non-conforming use during the Term.

(f) Owner acknowledges its responsibility, and agrees, to satisfy any transportation proportionate fair share obligation imposed upon it by law in effect at the time of issuance of a Development Order.

4. *Impact Fees and Assessments.* All development on the Property shall be subject to such impact fees at such rates as may be imposed by the City from time to time.

(a) With regard to impact fees or proportionate share payments for municipal services or infrastructure, Owner shall be exempt from payment of same to the extent that development is replacement of a destroyed or partially destroyed building or structure on the same site with a new building or structure of the same size and use pursuant to Section 27-13(a)(iii), Panama City Beach Code. However, should the building or structure on the same site exceed the size or impact of, or be intended for a different use than the previously-existing building or structure, Owner shall pay the then-applicable impact fees for the municipal services as follows: (i) for an increase in size or impact of the building or structure, Owner shall pay impact fees only on any increase in size or impact; (ii) for a change in use, Owner shall receive credit for impact fees previously paid and shall pay any incremental increase in impact fees attributable to the change in use.

(b) With regard to water and sewer impact fees assessed by the City at the time the permit is issued, credits shall be given to the Owner for unit fixture values existing or previously existing on that portion of the Property for which a permit is sought against the then-current rate of the impact fees. In order to claim any credit for existing fixture values, Owner must provide the City access to each existing unit to verify fixture unit type and quantity at least 30 days prior to any demolition of the existing unit.

- (c) Nothing herein shall be construed to exempt the Property from special assessments or user fees, including stormwater assessments, imposed by the City from time to time.
5. *Permits Required by State or Federal Agencies.* Any state or federal permits required to commence development of the Property shall be obtained prior to the start of construction.
6. *Description of Public Facilities.* Public facilities needed to service development authorized by this Agreement, the providers, the dates any new facilities will be constructed, and a schedule to assure that public facilities are available concurrent with the impacts of development are as follows:
- (a) *Potable Water Service.* Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail potable water service will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary water service infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The water service infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association, unless dedicated to and accepted by the City in the City's sole discretion. If the infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the water service infrastructure and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of water service to be available to such Units is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of such Units to be constructed. Owner agrees that potable water availability and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).
- (b) *Wastewater Collection, Transmission, Treatment, and Disposal.* Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail wastewater treatment and disposal services will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary wastewater collection and transmission infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the

City and the Florida Department of Environmental Protection. The wastewater collection and transmission infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the wastewater collection and transmission infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of wastewater treatment and disposal service to be available to Units in the Project is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of Units to be constructed. Owner agrees that the availability of wastewater treatment capacity and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

- (c) *Roadways.* Owner will construct or cause to be constructed all Roadways and vehicular access areas in accordance with reasonable engineering standards established from time to time by the City based upon the nationally accepted standards found in "A Policy on Geometric Design of Highways and Streets, 5th ed., 2004 American Association of State Highway and Transportation Officials (AASHTO)", commonly known as the "Green Book." All such roadways shall be owned and maintained by the Owner, and eventually by the Association. The Association must have the power to assess its members for the ongoing maintenance of the internal roadways and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Roadways and vehicular access areas internal to the Project may, but are not required to be, constructed of pervious and semi-pervious materials, such as pervious asphalt, provided that such materials are not loose or frangible, such as gravel. Any portion of a Roadway or vehicle access area constructed on a public right of way, such as the connection apron between an off-site street and the Roadway, shall be construction of solid material reasonably acceptable to the City. Roadways shall be constructed with a minimum pavement width of 22 feet measure from edge of pavement to edge of pavement, provided, however, that in no event shall a Roadway, in the reasonable judgment of the City, be such that it will not accommodate emergency vehicles, e.g., fire trucks, ambulances.

- (d) *Pathways.* Sidewalks, paths, trails and other non-vehicular pathways may be constructed of compacted soil, white clay, limestone, concrete, pavers, asphalt and other materials selected by the Owner provided that they are privately maintained. Owner agrees to provide sidewalks of the material and size included in any redevelopment plan associated with the Front Beach Road Community Redevelopment Agency.
- (e) *Stormwater/Drainage.* All stormwater runoff and drainage system improvements within the Property will be: (i) designated by Owner in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection, (ii) constructed or caused to be constructed by Owner, and (iii) owned and maintained by Owner or the Association, unless dedicated and accepted by the City in the City's sole discretion. The City will not be responsible for any construction or maintenance costs associated with the stormwater/drainage system within the Property. In the event that the onsite stormwater/drainage system is not dedicated to and accepted by the City, in the City's sole discretion, the stormwater drainage system will be owned and maintained by the Owner or the Association which must have the power to assess members of the Association for the ongoing maintenance of the stormwater drainage system, and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments.
- (f) *Reclaimed Water for Irrigation.* Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail reclaimed water service for irrigation will be supplied to the Project by the City. Owner will construct or cause to be constructed, all necessary infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the infrastructure for distribution of reclaimed water for irrigation infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the infrastructure for distribution of reclaimed water for irrigation infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of reclaimed water for irrigation in the Project is conditioned upon Owner purchasing from City

an adequate number of taps to service the number of such Units to be constructed.

- (g) *Solid Waste Collection.* All solid waste collection within the Project will be supplied by private contract, unless the City shall establish a mandatory garbage collection system in which case solid waste collection would then be supplied in accordance with that system.
- (h) *Other Utility Services.* All utilities, not otherwise covered in this paragraph 4, including telephone, cable and electricity will be supplied directly by the applicable utility companies. The City will not be responsible for any construction, maintenance or provision of any such utility services. Telephone, cable, and electricity will be scheduled to be supplied to various areas of the Project as improvements are constructed requiring the services.
- (i) *Recreational Facilities.* Any recreational areas to be constructed as part of the Project for residents and guests of the Units to be constructed on the Property will be constructed as part of the Project, and constructed or caused to be constructed by the Owner and maintained by the Owner or the Association. The City will not be responsible for providing, constructing or maintaining any of the recreational facilities to be constructed as a part of the Project.
- (j) *Educational Facilities.* The parties acknowledge and recognize that the existing pre-schools, elementary, middle and high schools, together with schools planned and under construction, in Bay County, together with the existing private schools, the Gulf Coast Community College and the Panama City Campus of Florida State University provide adequate educational facilities to serve the Project.
- (k) *Health Care Facilities and Emergency Services.* The parties recognize and acknowledge that the two existing hospitals in Bay County, the Bay Medical Center and the Gulf Coast Community Hospital, together with existing paramedic services with substations at various locations within Bay County, the Life Management Center, walk-in health clinics, nursing homes, retirement centers, and adult congregate living facilities provide adequate health care facilities and emergency services to serve the Project.
- (l) *The Association and Sub-Associations.* In addition to the Association, the Owner reserves the right to form, or cause to be formed, homeowners

associations, condominium associations or other sub-associations which would be applicable only to certain portions of the Project.

- (m) The parties agree that any new facilities required to serve the Project will be constructed as part of the development. The facilities will serve and will be available concurrent with the impact of development.

7. *Consistency With Comprehensive Plan and the City's Land Use Regulations.*

- (a) The City hereby finds and confirms that, subject to this Agreement becoming effective upon final approval of the related and concurrent large scale Plan amendment and rezoning of the Property, the density, intensity, building heights, and all other terms and conditions of development as set forth in this Agreement are consistent with the Panama City Beach Comprehensive Plan and the uses permitted by the City's Zoning Ordinance and land use regulations. During the Term, all development that conforms to this Agreement shall be lawfully conforming development as to height, density and intensity and use, regardless of any later amendments to the building height, density or intensity standards or uses permitted in the Plan, Zoning Ordinance or superseding land development code, or other land development regulations. Notwithstanding the foregoing, City reserves the right to deny any Development Permit which does not meet concurrency requirements for roads, potable water, wastewater, solid waste, stormwater or recreation as specified in the Plan.
- b) The Parties acknowledge that the City as adopted a Transportation Concurrency Exception Area ("TCEA") that include the Property. Owner shall be entitled to take full advantage of the TCEA in the same manner as any other property owner, provided that Owner makes any proportionate share payment required from time to time by the City to implement the TCEA.

8. *Compliance With All Applicable Permit and Approval Requirements.* The Owner hereby acknowledges and agrees that the failure of this Agreement to address a particular permit condition, term, restriction, approval, or requirement with respect to the development of the Project, shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction, or obtaining any applicable permit or approval prior to initiating any part or phase of the development of the Property for which such permit or approval may be required subject in all respects to Owner's right to complete the full development authorized by this Agreement.

9. *Timing of Development.* The City acknowledges that the most efficient development of the Property depends upon numerous factors, such as market demand, interest rates and competition. Accordingly, it will be most practical and economically beneficial to the ultimate purchasers to have the timing of the development determined by the Owner. Accordingly, the timing and sequencing of development shall be as determined by the Owner consistent with this Agreement.

VII. LOCAL LAWS AND POLICIES

This Agreement specifically anticipates and provides that the City may apply certain subsequently adopted zoning ordinance to the development of the Property, as identified in this Agreement; provided, however, that Owner is entitled to apply for a Development Order and all Development Permits required to carry out the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2)(a), (b), (d), and (e), Florida Statutes (2005); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the Owner is entitled under this Agreement or a validly issued Development Order nonconforming during the Term. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Owner with respect to the development of the Property pursuant to common law.

VIII. RECORDING AND EFFECTIVE DATE

Within fourteen (14) days after the City executes this Agreement with the Owner, the City shall cause this Agreement to be recorded in the Official Records of Bay County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Owner. This Agreement shall not be effective until (a) it has been recorded in the Official Records of Bay County, Florida, and (b) until thirty (30) days have elapsed after this Agreement has been received by the State Department of Community Affairs, and (c) the related and concurrent small scale Plan amendment and rezoning of the Property have both become finally effective. If this Agreement does not become effective on or before December 31, 2007, it shall terminate, expire and be of no further force and effect. This Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to this Agreement.

IX. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS

The City acknowledges that the Owner has the right at any time, upon written consent of the City, to assign all, but not less than all, of this Agreement, together with

the development rights and obligations established herein, to a third-party owner and developer of the Property, provided that any such assignee third party owner and developer shall be bound to develop the Property in accordance with the provisions of this Agreement. Provided, further, that by executing this Agreement the City consents in advance that Owner may assign all, but not less than all, of this Agreement to any assignee as to which a party to this Agreement is an equity owner in the assignee without prior written consent of the City. The City and the Owner acknowledge that, in accordance with Section 163.3239, Florida Statutes (2005), the burdens of this Agreement and the benefits of this Agreement shall inure to the benefit of and be binding upon all of the successors in interest to the parties to this Agreement.

X. DISPUTE RESOLUTION

1. *Notice of Default.* The City agrees to use its best efforts to promptly notify the Owner of any breach of a material covenant under this Agreement, provided that the failure to do so shall not constitute a waiver of the same or of any subsequent breach, or affect any remedy available to the City.
2. *Mediation.* The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within 30 days after the mediator is selected, unless extended for good cause by the mediator. In the event that any such dispute cannot be resolved by mediation after a good faith effort by both parties, either party may seek relief in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida.
3. *Remedies.* Following unsuccessful mediation, the affected party shall be entitled to pursue all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement, including without limitation, the right to obtain specific performance and mandatory injunction, rescission, and the right to such other remedy or remedies as the court having jurisdiction deems appropriate. None of these remedies shall be deemed exclusive of one another or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, and to the extent necessary to achieve the intent of the Agreement.
4. Upon a breach of a material covenant under this Agreement which also is a violation of a Development Permit issued by the City, the City shall have all rights

and remedies accorded to it under general law with respect to such Development Permit. The provisions of this paragraph are cumulative to any other remedy available to the City.

5. *Estoppel Certificate.* At any time and from time to time, the Owner may request from the City a certificate acknowledging that proposed or constructed facilities, or proposed or finalized documents, comply with specific provisions of this Agreement. Upon the receipt of such request, the City shall have fifteen (15) working days to either issue such certificate or request such additional information or documentation as it may deem appropriate or, necessary to make the requested certificate. In lieu of such additional information or documentation, the Owner may request that the City make stated assumptions in its certificate regarding the matters which would be elicited by such additional information or documentation. Upon receipt of any requested additional information or documentation, or the Owner's request that the City make certain assumptions in lieu of such documentation, the City shall promptly (and in no event more than fifteen (15) working days after such receipt) prepare a certificate stating whether or not the proposed or constructed facilities or the proposed or finalized documents comply with the specified provisions of this Agreement. The City shall be estopped from taking a position inconsistent with such certificate.

XI. NOTICES

Any notices required to be given or elected to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when (1) placed in the United States Mail, Certified Mail Return Receipt Requested, (2) placed in the hands of an overnight delivery service e.g. Federal Express, Airborne Express, (3) telefaxed to parties, or (4) hand delivered to the parties at the addresses and telefax numbers provided below.

As to Owner: Miracle Strip Partners, LLC, in care of Terry DuBose, 12141
Panama City Beach Parkway, Panama City Beach, FL 32407
Telephone 850-249-2265

and a copy to : Frank A. Baker, Esq., 4431 Lafayette Street, Marianna, FL 32446
Telephone 850-526-3633
Fax 850-526-2714

As to City: City of Panama City Beach
Attn: City Manager
City Hall, Hwy. 79
Panama City Beach, FL 32413
Telephone: 850-233-5100
Fax: 850-233-5108

and a copy to: Douglas J. Sale, City Attorney
P. O. Box 1579
Panama City, FL 32401
Telephone: 850-769-3434
Fax: 850-769-6121

XII. MISCELLANEOUS

1. *Amendment.* No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto after notice as required by law.
2. *Headings.* The headings of the sections and paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.
3. *Severability.* If any provision of this Agreement is declared invalid or unenforceable in a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.
4. *Drafting.* Both parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.
5. *Cost and Expenses.* Simultaneously with the execution of this Agreement, Owner shall pay the City the sum of \$ 4,150.00 to cover the City's costs and expenses of entering into this Agreement.
6. *No Waiver.* No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between the City, on the one hand, and the Owner or its permitted assignee, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power

will preclude any other or further exercise of such right or power or the exercise of any other right or power.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate authorized representative as of the date first above written.

Signed, seal and delivered
In the presence of

MIRACLE STRIP PARTNERS, LLC
BY:

Becky Stewart

Terry DuBose (SEAL)
Terry DuBose, as Managing Member

Pam Richardson

James C. Heisembake (SEAL)
James C. Heisembake, as Managing Member

ATTEST:

CITY OF PANAMA CITY BEACH FLORIDA
BY:

Glenn J. White
City Clerk

[Signature] (SEAL)

STATE OF FLORIDA
COUNTY OF BAY:

THE FOREGOING INSTRUMENT was acknowledged before me this Nov 20, 2007, by Terry DuBose and James Holsombake, each as Managing Members and on behalf of Miracle Strip Partners, LLC, who are personally known to me or who produced _____ as identification and who did take an oath.

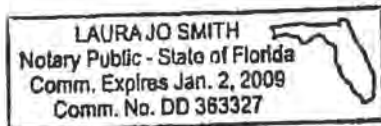


Paula W. Helms

Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF Bay:

THE FOREGOING INSTRUMENT was acknowledged before me this November 26, 2007, by Richard E. Jackson, as City Manager and City Clerk of the City of Panama City Beach, who are personally known to me or who produced _____ as identification and who did take an oath.



Laura Jo Smith
Notary Public
My Commission Expires:

Exhibit "A"
Legal Description of the Property

PARCEL 1:

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 18 WEST, BAY COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°45'18" EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1075.40 FEET; THENCE NORTH 00°06'28" WEST ALONG THE WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1482, PAGE 1225 OF THE PUBLIC RECORDS OF SAID COUNTY, 777.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BOULEVARD, FORMERLY STATE ROAD 392 A, (100' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°06'28" WEST ALONG SAID WEST LINE, 192.58 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-30-H (80' RIGHT-OF-WAY); THENCE NORTH 33°02'55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 419.93 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26; THENCE NORTH 89°46'22" EAST ALONG SAID NORTH LINE 865.39 FEET TO THE WEST LINE OF EMERALD COAST CLUB PHASE 1 AS RECORDED IN PLAT BOOK 17, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°05'18" EAST ALONG SAID WEST LINE, 1279.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HUTCHISON BOULEVARD (FORMERLY STATE ROAD 392 A) (100' RIGHT-OF-WAY); THENCE NORTH 58°17'45" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 510.75 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 347, PAGE 727 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 33°42'15" EAST ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE NORTH 58°17'45" WEST ALONG THE NORTH LINE OF SAID PARCEL, 50.00 FEET; THENCE SOUTH 33°42'15" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 20.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HUTCHISON BOULEVARD; THENCE NORTH 58°17'45" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 758.89 FEET TO THE POINT OF BEGINNING.

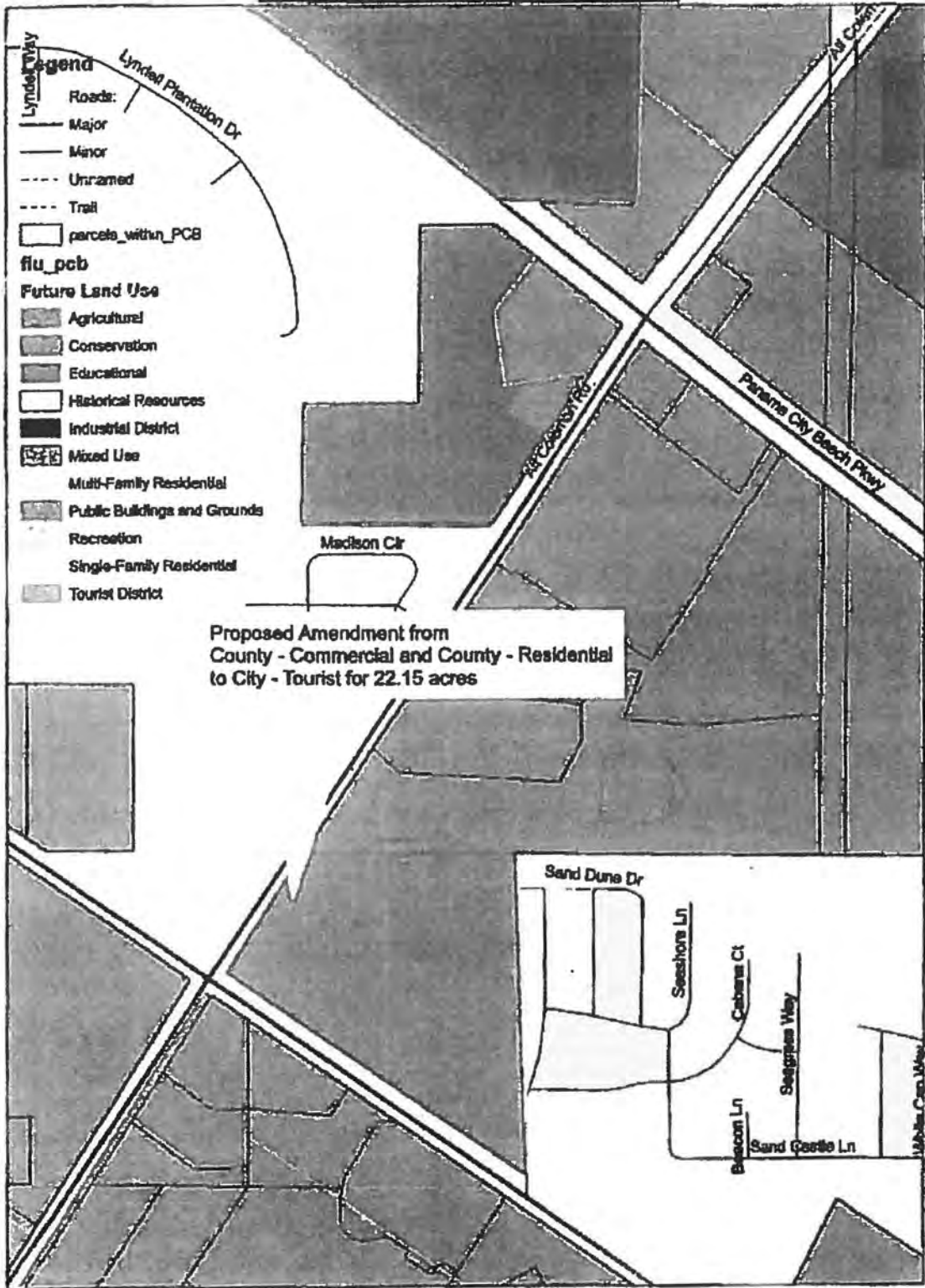
SUBJECT TO A 7 FOOT WIDE WATER AND SEWER EASEMENT TO THE CITY OF PANAMA CITY BEACH, LYING NORTHERLY OF AND CONTIGUOUS WITH THE RIGHT-OF-WAY OF HUTCHISON BOULEVARD, FORMERLY MIDDLE BEACH ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE 1599, PUBLIC RECORDS OF BAY COUNTY, FLORIDA.



Exhibit "B"
FLUM Map of Property

AGENDA ITEM # 7

Proposed Future Land Use Map Ordinance No. 1076



0 360 720 1,440 Feet

EXHIBIT
 "B"



AGENDA ITEM # 7

Exhibit "C"
Buffer and Height Limitation Zones on the Property

AGENDA ITEM # 7

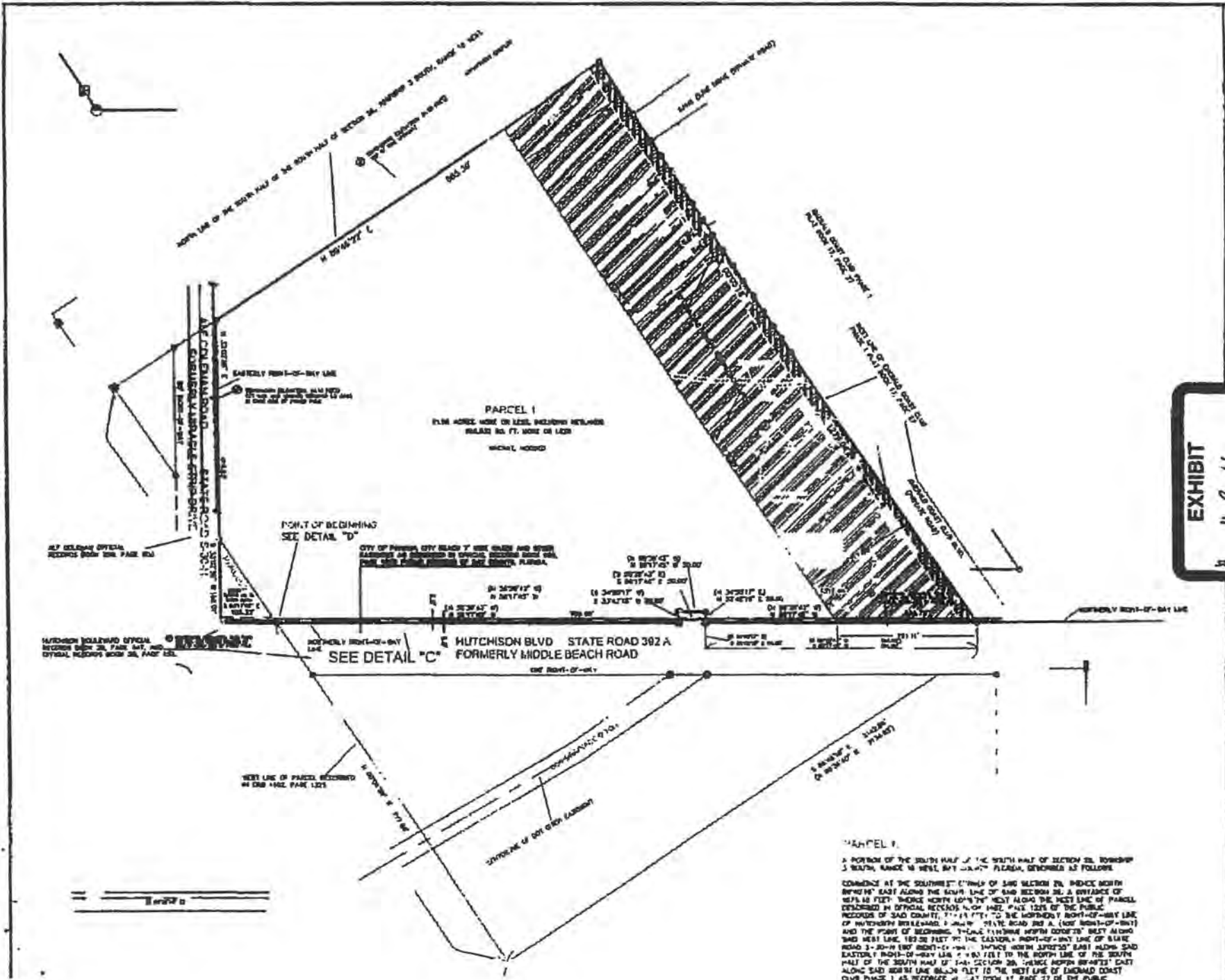


EXHIBIT
"C"
187

PARCEL 1
A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 18 WEST, COUNTY OF ALACHUA, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24, THENCE NORTH 89° 14' 00" EAST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 1674.48 FEET; THENCE NORTH 10° 17' 00" WEST ALONG THE WEST LINE OF PARCEL 1, DESCRIBED IN OFFICIAL RECORDS, BOOK 1462, PAGE 127B OF THE PUBLIC RECORDS OF SAID COUNTY, 111.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BLVD (STATE ROAD 302 A), (NOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE NORTH 89° 14' 00" WEST ALONG SAID WEST LINE, 182.88 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID ROAD 302-A; THENCE NORTH 89° 14' 00" EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE, 140.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 24, THENCE NORTH 89° 14' 00" EAST ALONG SAID NORTH LINE, 1674.48 FEET TO THE WEST LINE OF SAID ROAD 302-A; THENCE SOUTH 89° 14' 00" WEST ALONG SAID SOUTH LINE, 1674.48 FEET TO THE POINT OF BEGINNING.

40 FOOT BUILDING HEIGHT RESTRICTION AREA

THE EAST 217.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89°45'18" EAST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1075.40 FEET; THENCE NORTH 00°08'28" WEST ALONG THE WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1482, PAGE 1225 OF THE PUBLIC RECORDS OF SAID COUNTY, 777.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HUTCHISON BOULEVARD, FORMERLY STATE ROAD 392 A, (100' RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°08'28" WEST ALONG SAID WEST LINE, 192.58 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-30-H (80' RIGHT-OF-WAY); THENCE NORTH 33°02'55" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 419.93 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26; THENCE NORTH 89°48'22" EAST ALONG SAID NORTH LINE 865.39 FEET TO THE WEST LINE OF EMERALD COAST CLUB PHASE 1 AS RECORDED IN PLAT BOOK 17, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°05'18" EAST ALONG SAID WEST LINE, 1279.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HUTCHISON BOULEVARD (FORMERLY STATE ROAD 392 A) (100' RIGHT-OF-WAY); THENCE NORTH 56°17'45" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 510.75 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 347, PAGE 727 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 33°42'15" EAST ALONG SAID EASTERLY LINE, 20.00 FEET; THENCE NORTH 56°17'45" WEST ALONG THE NORTH LINE OF SAID PARCEL, 50.00 FEET; THENCE SOUTH 33°42'15" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 20.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HUTCHISON BOULEVARD; THENCE NORTH 56°17'45" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 756.69 FEET TO THE POINT OF BEGINNING.

