

RESOLUTION 17-96


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE LICENSE OF LAND ADJACENT TO CONSERVATION PARK IN AN ANNUAL AMOUNT OF \$500; AUTHORIZING A BUDGET AMENDMENT IN AN AMOUNT OF \$135,000 TO ALLOW FOR CONSTRUCTION OF PARKING IMPROVEMENTS ON THE LAND; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

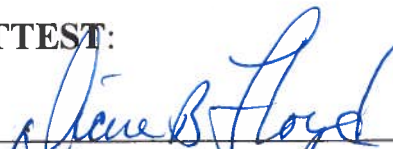
1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and St. Joe Company relating to the license of land adjacent to Conservation Park to be used for the construction of parking spaces in the annual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

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

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Floyd, City Clerk

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

LICENSOR:

THE ST. JOE COMPANY,
a Florida corporation

By: _____

133 S. Watersound Parkway
Watersound, Florida 32461

LICENSEE:

CITY OF PANAMA CITY BEACH, FLORIDA,
a municipal corporation

By: _____
Mario Gisbert, City Manager

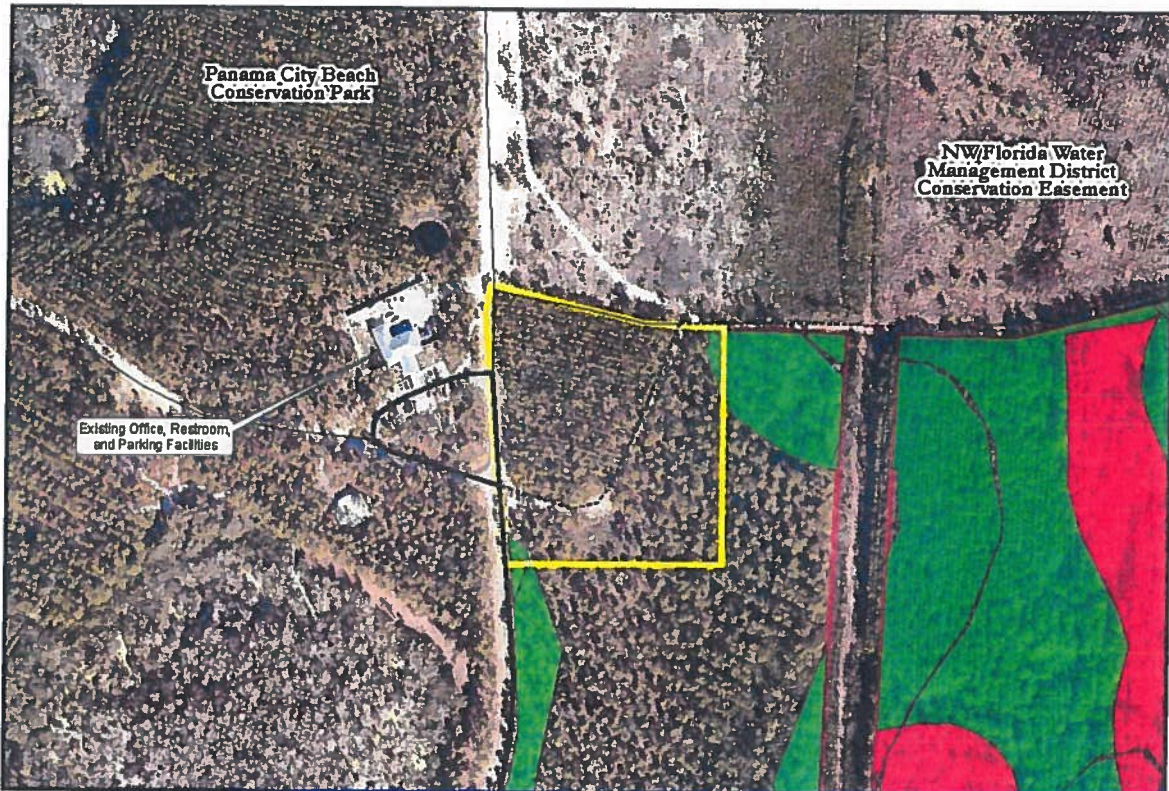
110 South Arnold Road
Panama City Beach, Florida 32413

ATTEST:

DIANE FLOYD, CITY CLERK

EXHIBIT "A"

The Property



PCB Conservation Park
Potential Parking Area

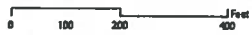


EXHIBIT "B"

JOINDER AGREEMENT

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

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

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

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

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

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

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

Dated the ____ day of _____, _____.

By: _____

Its: _____

Date: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

June 8, 2017

3. REQUESTED MOTION/ACTION:

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

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

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

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

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