City of
Panama City Beach

Council Chambers | 17007
Panama City Beach Pkwy |
Panama City Beach, FL 32413

CITY COUNCIL
SPECIAL MEETING AGENDA
WEDNESDAY, NOVEMBER 10, 2021
6:00 PM

ROLL CALL

INVOCATION BY PASTOR DERRICK BENNETT

PLEDGE OF ALLEGIANCE LED BY MAYOR MARK SHELDON

COMMUNITY ANNOUNCEMENTS

COMMUNITY ANNOUNCEMENTS
11.10.2021.Community Announcements.pdf

APPROVAL OF MEETING MINUTES

August 26, 2021 Regular Meeting Minutes
08.26.2021.City Council Minutes.draft.pdf

September 9, 2021 Regular Meeting Minutes.
09.09.2021.City Council Minutes.draft.pdf

PRESENTATIONS

- Veteran's Day Proclamation Presentation

Veterans Day Proclamation.2021.pdf

- Boys & Girls Club Presentation

Boys and Girls Certificate.Maylee Keller.pdf

- Update on Bay District Schools by Superintendent Bill Husfelt

- Update on the Northwest Florida International Airport by Executive Director Parker W. McClellan

APPROVAL OF AGENDA, ADDITIONS OR DELETIONS

PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

CONSENT AGENDA

RESOLUTION NO. 22-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RENAMING TO THE EXTENT NECESSARY THAT PORTION OF STATE ROAD 79 SOUTH OF PANAMA CITY BEACH PARKWAY AS "SOUTH ARNOLD ROAD," PROVIDING FOR TRANSITION AND AN EFFECTIVE DATE.

Res 22-25.Renaming St Rt 79 to South Arnold.pdf

RESOLUTION NO. 22-26, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH VYPER AUTOMATION, LLC FOR INTEGRATION OF A NEW SCADA SYSTEM FOR THE WASTEWATER TREATMENT PLANT, IN THE BASIC AMOUNT OF $129,800.

Res 22-26.Scada System.pdf
PCB21-04-ITB SCADA SYSTEM INTEGRATION Agreement.docx
PCB22-04 Bid Tabulation Sheet.pdf
Bid Form Vyper.PDF

RESOLUTION NO. 22-27, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA APPROVING AN AGREEMENT WITH GARBER CHEVROLET BUICK GMC, INC. FOR THE PURCHASE OF ONE NEW 2022 CHEVROLET COLORADO EXT CAB 4X4 TRUCK FOR THE BEACH SAFETY DEPARTMENT IN THE AMOUNT OF $29,780.00.
Res 22-27.FD.Purchase Truck.pdf
PCB22-17 Tabulation Sheet.pdf
Garber Automall Fleet Bid Form.PDF
Garber Automalll 2022 Chevrolet Colorado 4WD Ext Cab 128in Work Truck.PDF

RESOLUTION NO. 22-28, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES WITH SOUTHERN EARTH SCIENCES INC. AND NOVA ENGINEERING & ENVIRONMENTAL, LLC.
Res 22-28.Geotechnical Engineering Master Services Agreement.pdf
RFQ-7 Summary.pdf
20211104 MSA SES.doc
20211104 MSA NOVA.doc
SES 2021 Fee Schedule - PC Destin (Updated Nov. 2020).pdf
NOVA 2021 Fees Only.pdf

RESOLUTION NO. 22-29, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TELADOC HEALTH, INC. FOR VIRTUAL HEALTH SERVICES AT A BASIC MONTHLY RATE OF $7.00 PER EMPLOYEE.

Res 22-29.Healthiest You.Teledoc Contract.pdf

City of Panama Beach Core Service Agrement.docx

REGULAR AGENDA - DISCUSSION ITEMS

ORDINANCE 1568, GRIFFIN BLVD. COMPREHENSIVE PLAN, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT, SECOND READING/PUBLIC HEARING.
Ord 1568.Grffin Blvd. Comp Plan.2nd Reading.pdf
Griffin legal description.pdf
Planning Board Order Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

ORDINANCE 1569, GRIFFIN BLVD. REZONING REQUEST, SECOND READING / QUASI-JUDICIAL PUBLIC HEARING AND ADOPTION.
Ord 1569.Griffin Blvd.Rezoning Request.2nd Reading.pdf
Griffin legal description.pdf
Planning Board Order Griffin Blvd.pdf
Planning Board PACKET Griffin Blvd.pdf
Planning Board Minutes Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin FLUM Rezoning adoption ad.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

RESOLUTION NO. 22-30, GRIFFIN BLVD. DEVELOPMENT AGREEMENT, SECOND PUBLIC HEARING AND ADOPTION.
Res 22-30.Griffin Blvd.St. Joe.Development Agreement.pdf
Griffin blvd Development Agreement.pdf
Griffin legal description.pdf
Planning Board PACKET Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

ORDINANCE 1668, COMPREHENSIVE PLAN UPDATE AND PRIVATE PROPERTY RIGHTS ELEMENT, SECOND READING / PUBLIC HEARING.
Ord 1668.Comprehensive Plan Update.2nd Reading.pdf
Section 1 Introduction.pdf
Section 2 Population Estimates and Projections.pdf
Section 3 Future Land Use Element.pdf
Section 4 Transportation.pdf
Section 5 Housing.pdf
Section 6 Recreation and Open Spaces.pdf
Section 7 Sewer, Solid Waste, Stormwater, Potable Water and Aquifer Recharge.pdf
Section 8 Conservation.pdf
Section 9 Coastal Management Element.pdf
Section 10 Intergovernmental Coordination.pdf
Section 11 Capital Improvements.pdf
Section 12 Definitions.pdf
Section 13 Public School Facility Element.pdf
Section 14 Private Property Rights Element.pdf
Comp Plan Update 2021 DEO Approval Letter.pdf

Proof of publ 6487781.pdf

ORDINANCE 1572, AMENDING FIREFIGHTERS' PENSION PLAN, SECOND READING / PUBLIC HEARING AND ADOPTION.
Ord 1572.Firefighters Pension Plan.Vesting.2nd Reading.pdf
Vesting Study.pdf
Ord 1572 PanamaCityNewsHerald (1).pdf

ORDINANCE 1573, AMENDING GENERAL EMPLOYEES' PENSION PLAN, SECOND READING / PUBLIC HEARING AND ADOPTION.
Ord 1573.General Employee.Pension Plan.Vesting.2nd Reading.pdf
Vesting Study.pdf
Ord 1573 PanamaCityNewsHerald (1).pdf

ORDINANCE 1574, AMENDING POLICE OFFICERS' PENSION PLAN, SECOND READING / PUBLIC HEARING AND ADOPTION.
Ord 1574.Police Officer.Pension Plan.Vesting.2nd Reading.pdf
Vesting Study and Plan Change.pdf
Ord 1574 PanamaCityNewsHerald (1).pdf

ORDINANCE 1575, AMENDING TOWING RATES, FIRST READING.
Ord 1575.Amending Towing Rates.First Reading.pdf

RESOLUTION NO. 22-31, APPROVING A TASK ORDER WITH JRA ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE FIRE TRAINING TOWER.
Res 22-31.JRA Architects.Fire Training Tower.pdf
JRA Task Order 2 - Fee Proposal for PCB Fire Tower (attachemnt A).pdf
JRA MSA Task Order 2 NTP.pdf

RESOLUTION 22-32, APPROVING AN AGREEMENT WITH ASW AMERICAN LANDMASTER FOR ONE UTILITY VEHICLE FOR THE FIRE RESCUE DEPARTMENT; AND BUDGET AMENDMENT.
Res 22-32.FD Purchase of 1 Utility Vehicle.pdf
AG AND LAND QUOTE FORM.pdf
Budget Amendment.pdf

RESOLUTION NO. 22-33, PURCHASE OF FIVE ATVs FOR THE POLICE DEPARTMENT; AND BUDGET AMENDMENT.
Res 22-33.PD Purchase of 5 ATVs.Budget Amendment.pdf
BA #3-1.pdf
PCB22-22 MCKIBBENPOWERSPORTS OF LAKE PLACID ATV BID.pdf
PCB22-22 Bid Tabulation Sheet.pdf

RESOLUTION NO. 22-34, RANK RESPONDENTS TO THE CITY'S REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL ARCHITECTURAL SERVICES.

Res 22-34.Ranking Professional Architectural Services.pdf
RFQ-11 Scoring Summary and Sheets.pdf

***RESOLUTION NO. 22-35, AUTHORIZING STAFF TO NEGOTIATE WITH THE TWO TOP RANKED FIRMS FOR CEI SERVICES FOR FRONT BEACH ROAD CRA SEGMENTS AND POWELL ADAMS ROAD SEGMENTS.**

Res 22-35.CRA CEI Ranking Firms.pdf
RFQ Scoring Summary and Score Sheets CRA CEI.pdf

***RESOLUTION 22-36, AUTHORIZING THE PAYMENT OF ATTORNEYS AND EXPERTS FEES FOR EXPRESS LANE.**
Res 22-36.Fees for Express Lane.pdf

RESOLUTION NO. 22-37, ACCEPTING CERTAIN SEWER FACILITIES FROM PC180 HOLDINGS, LLC AND A REVENUE CERTIFICATE.
.
Res 22-37.PC180 Holdings.Revenue Certificate.pdf
PC180 Holdings LLC.Revenue Certificate.docx
20211101 BOS- PC180.docx

RESOLUTION NO. 22-38, ACCEPTING CERTAIN SEWER FACILITIES FROM THE TYDE APARTMENTS, LLC AND A REVENUE CERTIFICATE.
Res 22-38.Tyde Apartments.Revenue Certificate.pdf
20210901 BOS Tyde Apartments.docx
Tyde Apartments.Revenue Certificate.pdf

RESOLUTION NO. 22-39, APPROVING AN AGREEMENT WITH MARSHALL BROTHERS FOR THE PCB PARKWAY REUSE TRANSMISSION EXTENSION PROJECT.

20211102 RES Reuse project v2.pdf
Marshall Bros. Parkway Reuse Agreement.pdf
PCB21-25 Tabulation Sheet.pdf
DOC10_28_21_16_39_02.pdf

RESOLUTION NO. 22-40, AUTHORIZING A BUDGET AMENDMENT TO FUND AN ADDITIONAL ENGINEER FOR THE PUBLIC WORKS DEPARTMENT.

Res 22-40.Budget Amendment for Public Works Engineer.pdf
PW staff eng BA #2.pdf
memo request for PW employee.pdf
PW04 - Civil Engineer final 11012021.pdf

RESOLUTION NO. 22-41, AMENDING AND ADOPTING PERSONNEL POLICIES.

Res 22-41.Personnel Policies.Amending and Adopting.pdf
Personel Policies 11.2021.pdf

DISCUSSION ITEM - CITIZENS CHARTER REVIEW ADVISORY COMMITTEE

UPDATE BY VICE MAYOR MCCONNELL.
Res 21-147.Establishing Charter Review Committee.pdf

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMENTS

ADJOURN

* 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** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

PAUL CASTO	**X**
PHIL CHESTER	**X**
GEOFF MCCONNELL	**X**
MICHAEL JARMAN	**X**
MARK SHELDON	**X**

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

/s/ City Clerk **Date**

PAUL CASTO	**X**
PHIL CHESTER	**X**
GEOFF MCCONNELL	**X**
MICHAEL JARMAN	**X**
MARK SHELDON	**X**

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

/s/ City Clerk **Date**

The Agenda Packet is e-mailed to interested parties and posted on the City's website at www.pcbfl.gov/ by close of business the Friday before the scheduled meeting date.

City Council meetings are live streamed on the City's website www.pcbfl.gov/ and City Facebook page "CITY OF PANAMA CITY BEACH-GOVERNMENT".

One or more members of other City Boards may appear and speak at this meeting.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION:	
4. AGENDA: COMMUNITY ANNOUNCEMENTS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Report community events / announcements in PCB.	
11.10.2021.Community Announcements.pdf	

City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements

for

Wednesday, November 10, 2021

Council Meeting

Date/Time	Event	Location

Just a reminder that the City of Panama City Beach is sponsoring a Veterans Day Sunset Ceremony and Parade on **Thursday, Nov. 11 at the Veterans Memorial** near Aaron Bessant Park. The event begins with a 3 p.m. parade through the center of Pier Park, followed by a ceremony with guest speaker Rep. Neal Dunn. The parade ends at the Veterans Memorial, where a ceremony begins at 4 p.m. Taps will be played at sunset at 4:49 p.m.

Nov 11-13	Emerald Coast Cruizin Car Show	Frank Brown Park
Nov 14	PCB Food Truck Festival	Aaron Bessant Park
Nov 19-21	PCB Balloon Glow	Aaron Bessant Park
Nov 20-21	USFA Fastpitch Tournaments	Frank Brown Park
Nov 26-27	Beach Home for the Holidays	Aaron Bessant Park
Thursday, December 9th *at **9:00 a.m.***	**Special City Council Meeting**	City Hall

instead of the originally scheduled 6:00 p.m. meeting.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Review and approval of August 26, 2021 regular meeting minutes.

4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

08.26.2021.City Council Minutes.draft.pdf

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

MINUTES of the **August 26, 2021** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Mark Sheldon called the meeting to order at 9:00 a.m.

ROLL CALL
MAYOR MARK SHELDON
VICE MAYOR GEOFF MCCONNELL
COUNCILMAN PAUL CASTO
COUNCILMAN PHIL CHESTER
COUNCILMAN MICHAEL JARMAN

A quorum was present with all five council members. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors, Staff, and members of the public and press.

Pastor Bill Small with Woodlawn Church led the invocation and Mayor Mark Sheldon led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the May 13, 2021, regular meeting minutes. Councilman Chester so moved. Councilman Casto seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Hearing and seeing none, Councilman Casto moved to approve the agenda. Councilman Chester seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

PRESENTATIONS
Mayor Sheldon called for presentations.

- Superintendent Bill Husfelt provided an update on the Bay District Schools.
- Mayor Sheldon presented employees with years of service awards.
- Director Kelly Jenkins provided an update on the Outfalls project (PowerPoint **attached**).

- CRA Manager David Campbell and Phillip Kurth, professional engineer with Florida Transportation Engineering presented on medians/raised medians in the CRA on Front Beach Road (PowerPoint **attached**).

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)
Mayor Sheldon opened the floor for consent agenda and/or non-agenda public comments.

Tess Rowland – Ms. Rowland presented Council members with a copy of the **attached** handout entitled "No More Victims, a plan to keep PCB safer for all." Ms. Rowland asked Council to consider a DUI Task Force, as well as applying for grant money to help fund the task force. Mayor Sheldon thanked Tess and White's Towing for attending and asked Ms. Ward to work with Tess to get information out. All Council members offered Ms. Rowland their support and wished her well.

Patty Shannon, Water Aerobics Instruction at Frank Brown Park - Thanked Council for supporting the pool and for keeping the pool open during the winter months. Ms. Shannon left handouts for Council to consider. Ms. Shannon asked Council to find money in the budget for staff and lifeguards.

Mr. Sharon – Mr. Sharon concurred with Ms. Shannon and asked Council to keep the pools open year-round.

Pat Smith, resident of Tidewater – Mr. Smith discussed cars in and out of Tidewater. Mr. Smith expressed concerns that the medians/U-turns might cause more accidents. Mr. Smith asked Council to look at traffic analysis/studies to help make decisions regarding medians.

White's Wrecker Service - The owners noted they were here to support Tess. The owners offered free tows to people who have had too much to drink. The owners reported that they had been doing this program on New Year's and New Year's Eve for years and offered to extend the program to year-round. The owners asked people to call 850-215-8695 for a safe ride home.

Burnie Thompson – Mr. Thompson reported that he felt that he was accosted at City Hall and asked to see the City's security cameras. Mr. Thompson made a verbal public records request for any text or email with his name in it regarding the FBI subpoena. Mr. Thompson stated that he felt that Mr. McConnell's actions were unacceptable and that he needed to step down or be censured. Mr. Thompson discussed voting and the Sunshine Law requirements.

William Sax – Mr. Sax discussed the health benefits of swimming year-round. Mr. Sax urged Council to keep the pool open year-round with hours accessible to people with challenging schedules. Mr. Sax offered his support and complimented the pool staff.

Robert Turner – Mr. Turner spoke on behalf of McDonald's on Front Beach Road and expressed his concerns with medians in general and noted that he favored crosswalks for safety and accessibility.

Gentleman (inaudible) – The gentleman spoke in favor of heated, year-round public pools.

Terry Carter from Shuckums Oyster Pub & Restaurant – Ms. Carter spoke about medians and discussed an access management brochure. Ms. Carter commented that PCB residents' opinions should carry more weight with Council members.

Mr. Carter from Shuckums Oyster Pub & Restaurant – Mr. Carter commented that he felt that putting medians in the road would interfere with people going to the beach. Mr. Carter discussed delivery trucks generally having difficulty making U-turns.

Ms. Adams – Ms. Adams reported that she lived across the street from Shuckums, at Ambassador Apartments. Ms. Adams expressed her concern with the city taking parking from the apartments to build medians. Ms. Adams expressed general concerns with roundabouts and people not knowing how to drive in roundabouts.

Molly Allen from Lullwater – Ms. Allen discussed pedestrian safety at Pier Park and Frank Brown Park. Ms. Allen asked Council to look at a pedestrian safety program for Pier Park and Frank Brown Park.

David (inaudible) – Mr. David discussed widening the roads on Front Beach, east of 79. Mr. David asked Council to not take way his parking.

Ken Nelson – Mr. Nelson asked Council to put the outfall back the way it was originally, instead of installing a pipe. Mr. Nelson discussed the CRA improvements, finishing the CRA, along with the wires in the right of way. Nr. Nelson commented that he did not foresee the pool closing anytime in the near future.

(inaudible) – The gentleman addressed no walk lights at some intersections on 79 and general traffic flow. The gentleman asked for more 9-ft wide sidewalks to be installed, paths that golf carts could use safely. The gentleman discussed the tunnel being installed at Inlet Beach for people and golf carts. The gentleman asked for more parking for residents at beach accesses.

Chris (inaudible), resident of Palmetto Trace – Mr. Chris recommended that the city build a parking garage, for residents only.

Madam – Madam asked about the revenue generated by the City Pier and if it paid for the city pools. Madam asked for better pedestrian crossings at Pier Park and asked Council to please consider building a tunnel at Pier Park.

Hearing and seeing nothing further, Mayor Sheldon closed public comments.

CONSENT AGENDA

RESOLUTION 21-203, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LEPPO RENTS-BOBCAT OF PANAMA CITY FOR THE PURCHASE OF TWO TRACK LOADERS IN THE BASIC AMOUNT OF $50,728.32.

RESOLUTION 21-205, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH REPLAY SYSTEMS, INC. FOR THE PURCHASE AND MAINTENANCE OF ONE 911 RECORDING SYSTEM FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $18,927.

RESOLUTION 21-206, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE PURCHASE OF TEN LICENSE PLATE READING CAMERAS AND SOFTWARE SERVICE FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $25,000, ANNUALLY.

RESOLUTION 21-207, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH INFRASTRUCTURE SOLUTIONS SERVICES, LLC, RELATED TO DESIGN SERVICES FOR

REPLACEMENT AND ACQUISITION OF A NEW GENERATOR AND SWITCH GEAR CONTROL SYSTEM AND THE INTEGRATION OF THAT SYSTEM FOR THE CITY'S WASTEWATER TREATMENT FACILITY, IN THE AMOUNT OF $18,210.

RESOLUTION 21-209, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH TETRA TECH, INC. FOR ANNUAL BIOLOGICAL MONITORING IN THE CITY'S CONSERVATION PARK IN AN AMOUNT NOT TO EXCEED $30,000.

RESOLUTION 21-210, A RESOLUTION AUTHORIZING CITY OF PANAMA CITY BEACH, FLORIDA TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY APPLICATION TO BE SUBMITTED FOR FUNDING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY REBUILD FLORIDA HURRICANE MICHAEL PROGRAM; AND COMMITTING FUNDS FOR LOCAL MATCH.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Mayor Sheldon asked Ms. Fasone to read the consent agenda. Mayor Sheldon announced that the consent agenda was available. **Councilman Jarman moved to approve the consent agenda. Vice Mayor McConnell seconded the motion. All were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

At 10:40 a.m. Mayor Sheldon called for a 5-minute **recess**
At 10:48 a.m. Mayor Sheldon **reconvened** the meeting.

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. ORDINANCE 1570, NOISE ORDINANCE FINE MITIGATION, FIRST READING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1570 by title only. Mayor Sheldon called for comments from the public. Hearing and seeing none, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Ordinance 1570. Vice Mayor McConnell seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

DRAFT

ITEM 2. ORDINANCE 1668, COMPREHENSIVE PLAN UPDATE AND PRIVATE PROPERTY RIGHTS ELEMENT, FIRST READING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1668 by title only. Mrs. Myers reported that this was a effort of the Planning Board to revisit the Comprehensive Plan chapter by chapter, comprehensively. Mrs. Myers added that, if adopted by Council the Plan would be sent to the state and state agencies for review. Mayor Sheldon called for comments from the public.

Karen Mathson – Mrs. Mathson inquired if the land development code would be changed with this ordinance. Mrs. Myers reported no. Mrs. Mathson inquired if that would be addressed later in the year. Mayor Sheldon explained that if the Planning Board wished to, however, he did not feel there was an appetite for that. Mrs. Mathson discussed "up zoning," building condos and apartments.

Mayor Sheldon called for further comments from the public. Hearing and seeing none, Mayor Sheldon closed public comments.

Mayor Sheldon noted this item was available to Council. Council members thanked the Planning Board for undertaking such an extensive review. Vice Mayor McConnell noted that most, if not all, developments discussed by Mrs. Mathson were in the County and encouraged her to contact County officials. **Councilman Casto moved to approve Ordinance 1668. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 3. ORDINANCE 1560, DEVELOPMENT OF VACANT LOTS WITHOUT STORMWATER MASTER PLAN, SECOND READING / PUBLIC HEARING AND ADOPTION.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1560 by title only. Mayor Sheldon opened the public hearing.

Karen Mathson – Mrs. Mathson discussed houses being built too close together.

Mayor Sheldon called for further comments from the public. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited Director Leonard to the podium. Director Leonard noted he was available to answer questions. Mayor Sheldon noted this item was available to Council. Councilman Jarman noted his support Ordinance 1560 and discussed the purpose of the ordinance was to help mitigate runoff in neighbors' yards. **Councilman Casto moved to approve Ordinance 1560. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 4. ORDINANCE 1564, ESTABLISHING THE PROCEDURES FOR STORMWATER MANAGEMENT ASSESSMENTS, SECOND READING / PUBLIC HEARING AND ADOPTION.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers recommended that Council invite public comments on agenda items 4, 5, 6, 7 & 8 all at once and introduced and invited Mr. Mark Lawson to the podium. Mayor Sheldon and Council members concurred.

Mr. Lawson provided his background and experience. Mr. Lawson explained the procedural ordinance for the stormwater management assessment and the assessment resolutions for fire, CRA, nuisance abatement and stormwater. Mr. Lawson reported that this meeting was being transcribed virtually by a court reporter and recorded. Mr. Lawson explained due process, noticing the ordinance and resolutions, and information mailed as required by state law. Mr. Lawson reported that the city also had posted information on its website, which was extra and above necessary requirements. Mr. Lawson reported that all comments, at this point, had been placed in a book and reviewed by him and Council to be considered part of the official record. Mr. Lawson explained that the next part of the meeting was for the public to comment. Mr. Lawson reported that he would take notes so he could answer questions later in the meeting. Mr. Lawson added that after public hearing it would be appropriate for the Council to weigh information and figure out what to do next. Mr. Lawson discussed peer review and reports sent to the Council for consideration and asked that the peer view and reports be included in the record.

Mayor Sheldon provided instructions to the public on how to comment, the purpose of the public hearing, and the purposes of the ordinance and resolutions. Mayor Sheldon opened the **public hearings on agenda items 4, 5, 6, 7 & 8.**

Lee Sullivan, Colony Bay Drive – Mr. Sullivan discussed the stormwater assessment. Mr. Sullivan expressed concern with the methodology. Mr. Sullivan expressed concern that people living on a fixed income, and/or disabled, may have difficulty paying an assessment.

David Bailey – Mr. Bailey recognized that stormwater needed to be addressed. Mr. Bailey showed photos of his flooded property. Mr. Bailey discussed the grading on his lot after contacting experts. Mr. Bailey noted that Mr. McWaters had been helpful, but all of the construction and building around him had not been helpful. Mr. Bailey asked who was responsible to help hold builders accountable.

Ken Nelson – Mr. Nelson expressed concern with the written document mailed to all homeowners. Mr. Nelson noted that it was not easy to decipher.

Kurt Anderson – Mr. Anderson noted that he would accept the stormwater assessment if these were good options, however, these were not good options. Mr. Anderson expressed concern with the proposed stormwater assessment.

Rachel, 207 Oleander Court – Ms. Rachel reported that she was working with the city to resolve a stormwater issue at her house. Ms. Rachel asked for help in resolving her issue. Ms. Rachel reported that she was being bullied by residents on her street and was asking for Council's help.

Bruce, 116 Coving Street, Palmetto Trace - Mr. Bruce reported that when he purchased his lot he was not informed about the CRA. Mr. Bruce asked Council to remove the CRA or do an ad valorem tax on everyone.

Lorraine in Palmetto Trace - Ms. Lorraine reported that she looked at the budget and did not understand why Council was asking for a stormwater increase. Ms. Lorraine expressed concern with the 5.63% increase

based on personal income. Ms. Lorraine discussed the city's unrestricted reserves and asked Council to not pass any of these assessments.

JoAnn Clark, Front Beach Road – Ms. Clark asked if the assessments had all separate accounts. Ms. Clark asked about the old Pizza Hut. Ms. Clark asked about an old hotel and recommended that it be turned into a city parking lot. Ms. Clark discussed short term rentals on Vestavia. Ms. Clark asked for a list of homes that could be leased/short-term rentals on Vestavia. Manager Whitman noted he would provide that to Ms. Clark.

Karen Mathson– Mrs. Mathson discussed Miami Dade City Codes and possibly adopting some of the same. Mrs. Mathson discussed repaving and taring parking lots of the big box stores. Mrs. Mathson discussed over developing, ditches, mosquitoes and rain gardens.

Tom Klumps, Poinsettia Drive – Mr. Klumps expressed concern with the stormwater assessment and people on fixed incomes. Mr. Klumps expressed concern with the fire assessment and asked that the CRA pay for the fire assessment.

Scott resident of Poinsettia Drive– Mr. Scott asked Council to assess all properties based on small, medium and high risks of flooding; assess based on risk.

Josh, 254 Eagle Drive – Mr. Josh inquired as to the plan for water monitoring at the site of the discharge and if the city had a plan for oil and/or hydraulic fuel spills in the Gulf. Mr. Josh noted that he was a professional mariner and discussed daily tides.

Molly Allen, Lullwater – Ms. Allen expressed concern with the assessments, land eroding and Lullwater Lake flooding.

Mary Kay, Bid-a-Wee resident – Ms. Mary expressed concern with all the building and developing causing the water to lay around. Ms. Mary recommended that the Council put a halt on the development and focus on improving infrastructure.

Mayor Sheldon called for further comments from the public. Hearing and seeing none, Mayor Sheldon closed the public hearings on Ordinance 1564 and Resolutions 21-211, 21-212, 21-213, and 21-214.

Mr. Lawson reported that he took notes from the speakers. Mr. Lawson reported that some comments/questions were policy and political in nature and he would not address those. Mr. Lawson followed-up with answers to those questions about the proposed the assessments. Mr. Lawson discussed the methodology used. Mr. Lawson recommended that the ordinance was the least controversial and recommended that Council consider it first. Director Jenkins addressed the questions asked about the outfall project. Mr. Lawson reported for the record that 27 people remained in the audience, 15 people addressed the council, he would provide to the Clerk a copy of the notice that ran in the News Herald, and that approximately 20,000 mailers were sent to residents.

Mrs. Myers read Ordinance 1564 by title only - **ORDINANCE 1564, ESTABLISHING THE PROCEDURES FOR STORMWATER MANAGEMENT ASSESSMENTS, SECOND READING / PUBLIC HEARING AND ADOPTION.**

Mayor Sheldon noted this item was available to Council. Councilman Jarman discussed the city already having an assessment. Councilman Casto reported that he was not in favor of the assessment and wanted

to make sure Council was just voting on the procedure with this ordinance at this time. Mayor Sheldon and Mrs. Myers responded yes, correct.

Councilman Chester moved to approve Ordinance 1564. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

At 12:23 p.m. Mayor Sheldon called for a 5-minute **recess**.
At 12:33 p.m. Mayor Sheldon **reconvened** the meeting.

ITEM 5. RESOLUTION 21-211, ANNUAL FIRE SERVICE ASSESSMENT, PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-211 by title only. Mayor Sheldon invited Mr. Lawson to the podium. Mr. Lawson reported that Dr. Beitsch's report and the indexing, which followed Council's prior direction, were entered into the record. Mr. Lawson added that the resolution was up for Council's consideration. Mayor Sheldon invited Chief Morgan to speak. Chief Morgan discussed the increase and demand for fire services. Chief Morgan reported that this year would break last year's calls for service by over 1,000. Chief Morgan added that the increase was burdening the Department's infrastructure, buildings and equipment and the assessment was vital to the Department being able to continue to provide service at the level everyone was accustomed to. Mayor Sheldon noted this item was available to Council. Councilman Casto inquired if this was an annual renewal, with no increase tied to it. Mrs. Myers reported this was an annual renewal, with an index that would increase the rate by that indexed amount for the first time. Councilman Casto clarified that this was not like the stormwater legislation, that this was basically maintaining the status quo. City Manager Whitman echoed Chief Morgan's comments and reminded everyone that the new fire station was built from the fire assessment which was strategically important. **Councilman Chester moved to approve Resolution 21-211. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 6. RESOLUTION 21-212, ANNUAL FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA ASSESSMENT, PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-212 by title only. Mayor Sheldon invited Mr. Lawson to the podium. Mr. Lawson reported that this resolution was put in place some years ago, including the indexing procedure, which followed Council's prior direction and was entered into the record. Mr. Lawson added that the resolution would continue to partially fund the same items and was up for Council's consideration. Mayor Sheldon called for comments from Director Campbell. Director Campbell noted he was available to answer questions. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 21-212. Councilman Casto**

seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION 21-213, FINAL NUISANCE ABATEMENT RESOLUTION, PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-213 by title only. Mayor Sheldon called for further comments. Hearing and seeing none, Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Resolution 21-213. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 8. RESOLUTION 21-214, ANNUAL STORMWATER MANAGEMENT ASSESSMENT, PUBLIC HEARING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-214 by title only. Mayor Sheldon asked Mr. Lawson to help facilitate and recommended that Council do straw votes on three elements:

1. Does everyone agree with the new methodology being proposed;
2. What is the revenue stream that the city needs to generate from the assessment; and
3. How do we want to handle exemptions, such as mitigation, disabled homestead and veterans for the next 12 years.

Mr. Lawson recommended that Council start with the methodology. Mr. Lawson briefly discussed the proposed methodology. Mr. Lawson noted that he would take notes and present a motion for Council's consideration and he and Mrs. Myers would clean-up the motion as needed.

Methodology - Mayor Sheldon, Vice Mayor McConnell, Councilman Jarman, Councilman Chester and Councilman Casto were 100% in favor of the new methodology.

Mr. Lawson described how the net amount of the assessment was arrived at and added that he would assist Council with backing into any number they would like with respect to the funding amount.

Mayor Sheldon asked Director Jenkins to the podium. Director Jenkins presented the **attached** stormwater PowerPoint.

Mayor Sheldon noted that he was in favor of funding at $3 million. Mayor Sheldon discussed funding, grants and matching funds for grants. Councilman Jarman concurred that the city needed the matching funds for the grants. Councilman Chester inquired if $3million was enough to do some of the projects and still have funds for grants. Director Jenkins stated yes, but they would still need to phase some of the

projects out and they of course would do as many projects as they could with the funds available. Discussion regarding new construction paying their fair share and these funds helping the older neighborhoods. Discussion regarding impact fees took place.

Councilman Casto asked Director Jenkins to review the list of projects that had been completed. Director Jenkins reviewed the list. City Manager Whitman added that Council enacted the assessment in 2006 with an agreement that the city would not raise rates for five years. Manager Whitman reminded everyone that Director Jenkins has only six people on her staff. Manager Whitman added that she would be proactive with these funds.

Councilman Casto reported that, at this time, he was not for raising the stormwater assessment he was for keeping it flat. Councilman Casto added that he was in favor of the methodology, but not increasing the assessment at this time.

Vice Mayor McConnell concurred with Councilman Casto. Vice Mayor McConnell invited members of the public to sit with him and look over the budget, if they had questions. Vice Mayor McConnell noted that he did not think that this was the year to raise the assessment. Vice May McConnell stated that he was not in favor of any increase.

Councilman Jarman noted he was willing to talk about what to fund and what not to fund. Councilman Jarman discussed the majority of the general fund already being spent on public safety. Councilman Jarman agreed that there needed to be funds available to match grants

Councilman Chester inquired as to what amount members would be in favor of, if not $4 million would it be $3 million. Mayor Sheldon noted that he would be in favor of $3 million. Councilman Casto reported that he was still flat. Vice Mayor McConnell reported that he was at flat as well. Councilman Chester noted he was at $2.8 million because he wanted the funds available for grants. Councilman Jarman stated he was willing to go with $2.8 million. Mayor Sheldon stated he was willing to come down to $2.8 million. **Mayor Sheldon reported that there were three Members in favor of $2.8 million**

Mr. Lawson presented the issues on **exemptions**. Discussion regarding the **veterans' exemption** took place. Mayor Sheldon reported that he would be disheartened if the city went back against the military/veterans. Councilman Casto concurred with the Mayor. Mayor Sheldon noted that the 12 years did not work for him, that it should be kept where it is today. Councilman Casto concurred with the Mayor, that the 12 years did not work. Vice Mayor McConnell agreed with Mayor. Councilman Chester concurred with the Mayor. Council agreed that there should not be a 12-year deadline and that it should be at 100%, for new veterans into PCB receiving the exemption as well. **Mr. Lawson restated that the veterans' exemption would be 100% for residential, homestead property, and the exemption continues. Council members concurred.**

Mr. Lawson asked about the **exemption for the disabled community. Council members concurred that the disabled exemption should be the same as veterans' exemption.**

Mr. Lawson asked about setting the **mitigation credit at $50 for homestead, until the house is sold. Council members concurred.**

Mr. Lawson stated the motion as, "to direct staff to revise the Resolution to $2.8 million net revenue and give exemptions for all disabled and veterans that qualify." Councilman Casto inquired if this could be done in two separate motions because he was for the exemptions, but he was not for the $2.8 million.

Councilman Casto stated that he did not want to be on the side of voting against the veterans and disabled. Discussion regarding all straw poles being taken and whether or not one or two motions were proper.

Mayor Sheldon restated the motion as, "to direct staff to revise the resolution to $2.8 million net revenue and give exemptions to all disabled and veterans, that qualify, $50 for mitigation credits and the new methodology." Council members concurred.

Mrs. Myers reported the **straw votes:**

New methodology:

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

$2.8 million net revenue:

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	No
Councilman Chester	Aye
Mayor Sheldon	Aye

Exemptions to all disabled and veterans, that qualify:

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

$50 mitigation credits for homestead, until the house is sold:

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

Mrs. Myers added that this motion would also direct staff to revise the resolution that was on the table so the Mayor could execute it in accordance with this motion, if adopted.

City Manager Whitman noted that Ms. Debbie could put out a press release reflecting the straw votes. Council members concurred.

Councilman Jarman moved to set the stormwater fund at $2.8 million, having exemptions for homesteaded veterans and disabled, including a $50.00 credit for mitigation and approving the methodology proposed for the stormwater assessment. Mrs. Myers restated the elements of the motion. **Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked Ms. Fasone to call the roll. **The motion passed with a 3-2 roll call vote.**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	No
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 9. RESOLUTION 21-215, EMERGENCY WASTEWATER POWER CABLE REPLACEMENT RATIFICATION.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-215 by title only. Mayor Sheldon opened the public comments. Hearing and seeing no comments, City Manager Whitman reported that this transformer caught on fire after the storm and the fire department did a great job putting it out. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 21-215. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 10. MOTION TO RESCIND COUNCIL'S AUGUST 9, 2021 ACTION CONCERNING RENEWAL OF RESIDENTAIL GARBAGE FRANCHISE.

Mayor Sheldon called for comments from Mrs. Myers. Mrs. Myers turned the floor over to Councilman Jarman. Councilman Jarman reported that what he was asking was not common, however, he had an opportunity to speak with municipalities, haulers, and residents since the last vote. Councilman Jarman discussed the last city survey. Councilman Jarman reported that 60% of the residents had asked for these services in the last survey. Councilman Jarman discussed economy of scale.

Councilman Jarman moved to rescind the action that was taken on August 9, 2021 in the Council's Advisability Hearing concerning the solid waste franchise agreement. The Mayor Sheldon passed the gavel to Vice Mayor McConnell and seconded the motion.

Vice Mayor McConnell called for comments from Council. Councilman Casto reported that he was still where he was two weeks ago, that there was not a problem right now and that customers should have a choice. Mayor Sheldon reported that he was still where he was two weeks ago, that 60% of the residents had asked Council for this service. Councilman Chester reported that he voted no and he was going to stay there. Vice Mayor McConnell reported that he had received no new information in the last two weeks that would make him change his mind in a considerable manner. Vice Mayor McConnell recommended members see how the program evolves over the next couple years.

Vice Mayor McConnell called for further comments. Hearing and seeing none, **Vice Mayor McConnell asked the Clerk to call the roll. The motion failed by a 3-2 roll call vote.**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	No
Councilman Chester	No
Mayor Sheldon	Aye

CITY MANAGER REPORT

City Manager Whitman reported on steps taken to alleviate traffic accidents at a particular intersection. Manager Whitman complimented staff and first responders for their help with Tropical Fred. Manager Whitman thanked Bubba with Whites Towing for their offer to give rides if/when intoxicated. Manager Whitman reported that certain potholes would be televised this week and repaired by GAC. Manager Whitman added that the Administration scheduled a meeting with AT&T this week regarding the lines and boxes. Manager Whitman reported lastly that the Administration was looking at public parking.

CITY ATTORNEY REPORT

No report.

COUNCIL COMMENTS

Vice Mayor McConnell discussed pedestrian crossings and how the City cannot directly fund tunnels and/or bridges over state roads. Vice Mayor McConnell invited everyone to attend transportation meetings, TPO meetings, to help influence the way state roads are planned, etc. Vice Mayor McConnell added, regarding the pool comments, Council did not say they were going to close the pools in the winter, Council was merely discussing funding. Vice Mayor McConnell thanked everyone for their comments. Vice Mayor McConnell asked staff to help Mr. Bailey with his stormwater issues. Vice Mayor McConnell invited Director Schaeffer to the podium to discuss the city's water and wastewater capacity. Director Schaeffer so reported. Councilman Casto discussed impact fees. A brief discussion regarding lift stations took place.

Mayor Sheldon reported on the new Parks & Rec girls' softball league and announced that registration was still open. Mayor Sheldon concurred with Vice Mayor McConnell with respect to the pools. Mayor Sheldon asked staff to explore holding swim meets during the summer.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 1:38 p.m.

READ AND APPROVED this _____ day of November, 2021.

_____
Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
Lynne Fasone, MMC
City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION: Review and approve September 9, 2021 regular meeting minutes.	
4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY:
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?	
09.09.2021.City Council Minutes.draft.pdf	

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

MINUTES of the **September 9, 2021** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Mark Sheldon called the meeting to order at 6:00 p.m.

ROLL CALL
MAYOR MARK SHELDON
VICE MAYOR GEOFF MCCONNELL
COUNCILMAN PAUL CASTO
COUNCILMAN PHIL CHESTER
COUNCILMAN MICHAEL JARMAN

A quorum was present with all five council members. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

American Legion Commander Bob Hoffman led the invocation and Vice Mayor McConnell led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the May 27, 2021, regular meeting minutes. Councilman Casto so moved. Councilman Chester seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Hearing and seeing none, Councilman Chester moved to approve the agenda. Councilman Casto seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

PRESENTATIONS
Mayor Sheldon called for presentations. Vice Mayor McConnell presented Benjamin Wanderbrock with a Boys and Girls Club Civic Achievement Award.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)
Mayor Sheldon opened the floor for consent agenda and/or non-agenda business public comments.

Molly Allen, Lullwater Resident – Ms. Allen asked everyone to honor the late David Johnson with a minute of silence. Ms. Allen provided a few comments on her friend, Mr. Johnson, who also was a resident of Lullwater. Ms. Allen reported she was an advocate of the Lullwater Lake and asked for people to donate to a 501c3 GoFundMe Page, which will be set up.

Burnie Thompson – Mr. Thompson reported that he felt that the stormwater outfall application was a federal application and it had "outright lies" on the application. Mr. Thompson inquired as to why meeting minutes were not uploaded onto the city website.

Scott Fitzgerald – Mr. Fitzgerald inquired about the stormwater/outfall project. Mr. Fitzgerald reported that he spoke with the EPA and inquired as to where the water will come from, was this existing stormwater, will there be or not be pumping and was this natural water following into the Gulf. Mayor Sheldon and Councilman Jarman responded to Mr. Fitzgerald's comments.

Mayor Sheldon called for further public comments. Hearing and seeing none, Mayor Sheldon closed public comments.

CONSENT AGENDA

RESOLUTION 21-217, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE SR 30A (U.S. 98) UTILITY RELOCATION PROJECT IN THE BASIC AMOUNT OF $2,074,760.00.

RESOLUTION 21-218, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AMOUNTS TO BE OFFERED TO LANDOWNERS ALONG FRONT BEACH ROAD FOR PURCHASE OF LICENSES FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT.

RESOLUTION 21-219, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING THE PAYMENT OF EXPERTS AND ATTORNEYS FEES FOR TOTE HOLDINGS, LLC IN THE AMOUNT OF $56,620.
RESOLUTION 21-220, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA RELATING TO THE CONDEMNATION OF THAT CERTAIN PROPERTY LOCATED AT 15726, 15801, AND 15812 FRONT BEACH ROAD WITHIN THE CITY FOR RIGHT OF WAY AND UTILITY PURPOSES TO SUPPORT THE IMPROVEMENT OF FRONT BEACH ROAD AND THAT ROAD'S INTERSECTION WITH POWELL ADAMS ROAD; MAKING FINDINGS OF FACT PUBLIC PURPOSE AND NECESSITY; AND AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE THE APPROPRIATE ACTIONS TO SECURE THE ACQUISITION OF THE PROPERTY BY EMINENT DOMAIN PROCEEDINGS.

RESOLUTION 21-221, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF ITS STORMWATER MANAGEMENT ASSESSMENT REVENUE NOTE, SERIES 2021, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $518,747.00 TO FUND THE ACQUISITION AND/OR CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT OF THE CITY; PROVIDING THAT THE SERIES 2021 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM CERTAIN SPECIAL ASSESSMENTS AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS AND REMEDIES FOR THE OWNER OF THE SERIES 2021 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

APPROVAL OF JOB DESCRIPTION.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Mayor Sheldon asked Ms. Fasone to read the consent agenda. Mayor Sheldon announced that the consent agenda was available. **Councilman Jarman moved to approve the consent agenda. Councilman Chester seconded the motion. All were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION

ITEM 1. ORDINANCE 1566, AMENDING CITY ORDINANCE INCREASING WATER AND SEWER RATES, FIRST READING.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1566 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1566. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 2. ORDINANCE 1552, PUBLIC ART STANDARDS, SECOND READING / PUBLIC HEARING AND ADOPTION.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1552 by title only. Mayor Sheldon opened the public hearing and called for comments. Hearing and seeing no comments, Mayor Sheldon closed the public hearing. Mayor Sheldon invited Director Leonard to comment, hearing and seeing none. Mayor Sheldon noted this item was available to Council. **Vice Mayor McConnell moved to approve Ordinance 1552. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

DRAFT

ITEM 3. RESOLUTION 21-198 AMENDING CITY BUDGET FOR FY 2021.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-198 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon invited comments from Manager Whitman. Hearing and seeing none, Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution 21-198. Councilman Casto seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 4. RESOLUTION 21-199 ADOPTING CITY BUDGET FOR FY 2022.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-199 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon invited Manager Whitman to comment. Manager Whitman turned the floor over to Assistant City Manager White. Ms. White reported that this resolution incorporated all of the changes that Council requested during its two budget workshops. Mayor Sheldon noted that it was important for residents to know that Council held two very productive workshops. Mayor Sheldon thanked staff, the team and Ms. Joey for producing a great budget presentation. Mayor Sheldon noted this item was available to Council. **Councilman Casto moved to approve Resolution 21-199. Councilman Chester seconded the motion. Hearing and seeing no further comments, the motion passed by a (4-1) roll call vote.**

Vice Mayor McConnell	No
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

***ITEM 5. RESOLUTION NO. 21-216, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AND EX OFFICIO AS THE GOVERNING BODY OF THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE FRONT BEACH ROAD REDEVELOPMENT AREA; PROVIDING FOR FINDINGS; AUTHORIZING AND DIRECTING THE EXECUTION OF A NEAR TERM WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-216 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Vice Mayor McConnell moved to approve Resolution 21-216. Councilman Jarman seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye

DRAFT

Councilman Chester	Aye
Mayor Sheldon	Aye

***ITEM 6. RESOLUTION 21-222 AMENDING THE BUDGET FOR THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AND ESTABLISHING THE BUDGET FOR THE PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-222 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 21-222. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION 21-223, APPROVING POLICE & FIRE MSA AND TASK ORDER.

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-223 by title only. Mayor Sheldon called for public comments. Hearing and seeing no comments, Mayor Sheldon closed public comments. Mayor Sheldon welcomed Mr. Al Shortt to the podium. Mr. Shortt reported that a consultant was on board, and he was recommending approval of the MSA and task order. Mr. Shortt added that they were actively looking for property for Station #32 and were awaiting FEMA contract information to come in on the police substation. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution 21-223. Councilman Chester seconded the motion. Hearing and seeing no further comments, all were in favor of approval by a roll call vote (5-0).**

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

CITY MANAGER REPORT

No report.

CITY ATTORNEY REPORT

No report.

COUNCIL COMMENTS

Councilman Casto commented that he had known Dana Johnson for about 50 years and sends his condolences to the family. Councilman Chester concurred and reported that Dana was a longtime valuable member of the Optimist Club and added that he would be missed. Councilman Jarman sent his condolences to the family and noted that his passing was a loss for the community. Vice Mayor McConnell

sent his condolences to the family. Vice Mayor McConnell asked everyone to take a few moments to reflect on 9-11 and honor the country. Mayor Sheldon commented that Dana was always willing to give his time and asked everyone to take time to reflect on 9-11.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 6:27 p.m.

READ AND APPROVED this _____ day of November, 2021.

_____
Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

_____
Lynne Fasone, MMC
City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION: Recognition of Veterans.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY:
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?	
Veterans Day Proclamation.2021.pdf	

~Proclamation~

A PROCLAMATION RECOGNIZING
VETERANS DAY, NOVEMBER 11, 2021

***WHEREAS*, THE CITY OF PANAMA CITY BEACH** is committed to supporting the United States of America, the State of Florida and all the men and women who have bravely served our country in the U.S. Armed Forces; and

WHEREAS, these **VETERANS**, many who live in our community, have fought to defend our country, its values, and its interests; and

WHEREAS, **PANAMA CITY BEACH** pays tribute to all those men and women who, throughout our history, have left their homes and loved ones to serve their country; and

WHEREAS, **VETERANS DAY** gives Americans the opportunity to thank all of our Nation's veterans and their families for their service and sacrifice; and

WHEREAS, **THE CITY OF PANAMA CITY BEACH**, with heavy heart, gratefully acknowledges those throughout history who paid the ultimate sacrifice through the loss of life and limb; and

WHEREAS, **WE SALUTE OUR VETERANS** as heroic individuals representing the best of America, and who deserve the best America can provide them.

NOW, THEREFORE, on November 11, 2021, the City Council of the City of Panama City Beach encourages all Americans to observe Veterans Day through appropriate ceremonies, activities, and commemorations.

_____
Mayor Mark Sheldon

_____
Vice Mayor Geoff McConnell

_____
Councilman Paul Casto

_____
Councilman Phil Chester

_____
Councilman Michael Jarman

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION:	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Civic Achievement Award presented to Boys & Girls Club of Panama City Beach member.	
Boys and Girls Certificate.Maylee Keller.pdf	

CIVIC ACHIEVEMENT AWARD

Be It Known That:

Maylee Keller

Has given exceptional service to the
Boys and Girls Club of Panama City Beach.

For the responsibility assumed, for the unselfish service rendered to the community and its citizens in discharging the duties of good citizenship, this token of civic achievement is hereby awarded to Maylee Keller.

Presented this 10th day of November, 2021.

_____
Mayor Mark Sheldon

_____
Vice Mayor Geoff McConnell

_____
Councilman Paul Casto

_____
Councilman Phil Chester

_____
Councilman Michael Jarman

CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION: N/A	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY:
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Council welcomes periodic updates on Bay District Schools by Superintendent Bill Husfelt.	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021
3. REQUESTED MOTION/ACTION:	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY:
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Council welcomes Executive Director Parker W. McClellan to provide an update on the Northwest Florida International Airport.	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Consider and approve Resolution No. 22-25.

4. AGENDA: CONSENT AGENDA	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In April, 2021, the City accepted transfer of the portion of State Road 79 lying south of Panama City Beach Parkway, as part of the redevelopment of that corridor and its intersection with Front Beach Road. Because of that transfer of jurisdiction, the road is no longer a state road, and cannot be referred to as such. Therefore, staff proposes the attached resolution to confirm that this segment of right of way shall, to the extent necessary, be formally named and known as “South Arnold Road."

Res 22-25.Renaming St Rt 79 to South Arnold.pdf

RESOLUTION 22-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RENAMING TO THE EXTENT NECESSARY, THAT PORTION OF STATE ROAD 79 SOUTH OF PANAMA CITY BEACH PARKWAY AS "SOUTH ARNOLD ROAD," AND PROVIDING FOR TRANSITION.

WHEREAS, in April, 2021, the City accepted transfer of the portion of State Road 79 lying south of Panama City Beach Parkway, as part of the redevelopment of that corridor and its intersection with Front Beach Road; and

WHEREAS, the City would like to confirm that this segment of right of way shall, to the extent necessary, be formally named and known as "South Arnold Road".

NOW THEREFORE, BE IT RESOLVED that the north-south right of way lying between Front Beach Road and the Panama City Beach Parkway Road, shall be known henceforth and for all purposes as "South Arnold Road."

AND BE IT FURTHER RESOLVED that the timing and implementation of this Resolution shall be effected by the City's Community Redevelopment Agency and Public Works Department, in concert with the United States Postal Service, affected law enforcement and emergency services, to minimize any inconvenience and permit overlapping addresses during a reasonable transition period, but to be completed within twelve (12) months.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Jeff Crigler, Utilities	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff requests Council approval to award the contract for SCADA integration to Vyper Automation, LLC, in the amount of $129,800. This contract includes the cost for the new software and integration of the new software with our existing control systems for the City's wastewater treatment plant, lift stations, and water operations. The base bid price includes $10,400 for license renewal, which is an annual cost for the software license renewal and software maintenance/support related to renewal. The bid also includes hourly labor prices for programming services not covered by the annual maintenance and support.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life
Economic Development

CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City monitors the operations of the wastewater treatment plant, lift stations, and water system using a Supervisory Control and Data Acquisition (SCADA) system that facilitates monitoring of utility and plant operations both remotely and on-site. The system includes both hardware devices and SCADA software that allow the City to control and monitor operations from the City's control room at the wastewater treatment plant. The current system is antiquated and difficult to maintain. The City wishes to upgrade to VTSCADA, a product that has more features and will be cheaper to maintain in the future than the current system.

City staff prepared bid documents and solicited bids for integration of the new SCADA system. A request for bids for the SCADA integration was publicly advertised with bids received on October 15, 2021. Four bids were received and Vyper Automation, LLC. was the low bidder. Copies of this bid and bid tabulation are attached. City staff have reviewed the bid and found it responsive, and recommend award of the contract to Vyper Automation, LLC.

The low bid submitted by Vyper includes the initial cost of $119,400 for the purchase of the software and the integration effort, plus an annual cost for software license renewal and software maintenance/support. The cost of the annual maintenance/support item is $10,400, and can be extended up to two additional one-year terms. The bid also includes hourly labor prices for programming services not covered by the annual maintenance and support. These were priced for remote support, on-site support, and emergency support. The hourly items are expected to be used infrequently.

If needed, task orders for the hourly support will be issued up to the current $10,000.00 spending limit. Should a need for a task order larger than this amount arise, additional approval of either the City Manager or Council will be requested depending upon the amount required.

Res 22-26.Scada System.pdf
PCB21-04-ITB SCADA SYSTEM INTEGRATION Agreement.docx
PCB22-04 Bid Tabulation Sheet.pdf
Bid Form Vyper.PDF

RESOLUTION NO. 22-26

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH VYPER AUTOMATION, LLC FOR INTEGRATION OF A NEW SCADA SYSTEM FOR THE WASTEWATER TREATMENT PLANT, IN THE BASIC AMOUNT OF $129,800.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Vyper Automation, LLC, relating to the integration of a new SCADA system, in the basic amount of One Hundred Twenty Nine Thousand, Eight Hundred Dollars and No Cents ($129,800.00), including an maintenance and license plan in the amount of Ten Thousand, Four Hundred Dollars and No Cents ($10,400) per year and 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

SCADA SYSTEM INTEGRATION

AGREEMENT

THIS SCADA SYSTEM INTEGRATION AND _____ AGREEMENT is made and entered into this _____ day of_____, 2021, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide SCADA SYSTEM INTEGRATION and ANNUAL MAINTENANCE AND SUPPORT for the City of Panama City Beach, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and equipment and installation rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the lump sum cost of $_____submitted on PCB22-04 ITB SCADA System Integration bid form. This lump sum cost includes one (1) year of maintenance and support. The City and the Contractor will have the option to renew one (1) year renewals for maintenance and support if agreed upon by both parties at the cost set forth in the Contractor's cost proposal. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the Contractors's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

A. Extra (Bid alternate #1) and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The “closure date” for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by building to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, the term of this Agreement shall take effect on the executed date of award for the lump sum fee which includes one year of maintenance and support. The City and Contractor have option to renew the maintenance and support for additional one (1) year terms. An alternative bid for labor is awarded for a one (1) year term with an option to renew for two (2) one (1) year renewals at the hourly rate in the amounts stated in the bid form (alternate bid #1). The City will request a letter of intent to renew, signed by the Contractor. And can be further extended by the City as desired with approval of the City Manager.

TERMINATION OF CONTRACT

A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, Contractors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the Contractor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date

and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and Contractors.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

A copy of the warranty shall be submitted with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

7. INSURANCE AND INDEMNIFICATION

A. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
   1) Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than $1,000,000 each accident; $1,000,000 disease each employee; and $1,000,000 disease aggregate.

2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than $1,000,000 combined single limit for each occurrence and $2,000,000 aggregate.

3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than $1,000,000 combined single limit for each accident.

4) Excess or Umbrella Liability Coverage. Coverage shall not be less than $1,000,000 each occurrence and aggregate.

B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.

C. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.

D. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.

E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

F. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

H. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

8. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

9. TIME

Time is of the essence in this Agreement.

10. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

11. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

12. ASSIGNMENT

This Agreement is not assignable

13. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

15. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative:_____

Title/Position:_____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone:_____

B. As to Contractor:

Contract Representative:_____

Title/Position:_____

Email address:_____

Mailing address:_____

_____

Phone/Cell:_____

17. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

THE CITY OF PANAMA CITY BEACH, FLORIDA,

a municipal corporation

_____

City Clerk

By:_____

Drew Whitman , City Manager

CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB22-04 ITB SCADA System Installation Integration

10/15/21 2:00pm

	CONTRACTOR/VENDOR	AMOUNT	BID PROPOSAL FORM	BIDDER QUALIFICATION FORM	DRUG-FREE WORKPLACE	PUBLIC ENTITY CRIMES STATEMENT	CONFLICT OF INTEREST	NON-COLLUSION AFFIDAVIT	E-VERIFY
1	Star Controls	205,205.00	✓	✓	✓	✓	✓	✓	✓
2	Vyper Automation	129,800.00	✓	✓	✓	✓	✓	✓	✓
3	Soap Engineering	274,080.00	✓	✓	✓	✓	✓	✓	✓
4	Engineer Service Corp	164,100.00	✓	✓	✓	✓	✓	✓	✓
5									
6									
7									
8									
9									
10									
11									
12									

to confirm normal and emergency operation shall be performed. The test shall be performed by the VENDOR as herein specified and at his cost.

B. Any defects noted in the field-testing program shall be corrected immediately at the VENDOR's cost.

SECTION IV

REQUIRED DOCUMENTS

BID FORM

Page 1 of 2

This proposal of Vyper Automation, LLC, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as a limited liability company

(Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **PCB22-04 ITB SCADA SYSTEM INTEGRATION**, as detailed in this solicitation.

Basis of Award: The contract(s) will be awarded to the lowest responsive and responsible Bidder.

BASE BID

BIDDER agrees to Furnish all labor, equipment, software licenses, materials, training, travel expenses, annual license and software, maintenance and support to provide a turn-key system integration to VTScada for the City of Panama City Beach, as described in the CONTRACT DOCUMENTS for the following lump sum price:

SCADA System and Integrations **$** 119,400

Maintenance and Support (1-year) **$** 10,400

**Includes license renewals and annual updates with 24 hours of integration support with each update.*

TOTAL BID **$** 129,800

ALTERNATE BID # 1- Additional Costs - Labor Rates for On-call assistance not covered in the annual maintenance and support (license renewal and updates).

ITEM NO.	DESCRIPTION	On-site/Hour	Remote/Hour	Emergency/Hour

4	Programmer	$ 125	$ 125	$ 250
5	Technician	$ 125	$ 125	$ 250
6	Engineer	$ 125	$ 125	$ 250

Additional Costs labor rates above will not be used for determination of the base bid nor for the additive alternate.

SERVICE RESPONSE TIME - Response time is a critical component of this bid. As part of the submission of the BID, The BIDDER agrees to meet the following response times for completion time for services, as applicable to this Solicitation. Hours requested for on-call services will be billed at the rates above.

Response Time:

a. **On-Site for Service** – Standard contract hours: **72 hours** after receipt of request from the City for service.

b. **Remote Service** – Standard contract hours: A response from the Vendor that includes acknowledgement of the Remove Service Call shall be provided within **2 hours** after receipt of request from the City for service. Resolution of the Remote Service Call item is expected within **72 hours**.

c. **Emergency/After-hours/Holiday Service – 24 hours** after receipt of request from the City for service. This could be either Remote or On-site depending on nature of emergency.

Specify terms of any deposit requirement:

No deposit required

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.

2. BIDS shall be based on a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.

3. The OWNER reserves the right to reject any and all bids received.

4. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive. Likewise, failure to complete the Bidder Qualification Form may be considered grounds for the Owner to deem the BID non-responsive.**

Submitted By: Vyper Automation, LLC
Name of Firm/Contractor/Company Submitting This Bid

Bid Prepared By: Gregory Kumpula
Name of Authorized Individual Who Prepared This Bid (printed)

Address: 1553 Cloverbay Ln, Casselberry, FL 32707

Phone: (407) 335-0311

Signature of Authorized Representative of Company

Oct. 13, 2021
Date

SEAL: *(If Bid is by Corporation)*

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Ray Morgan, Fire	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 22-27, authorizing the purchase of one new Chevrolet Colorado Ext Cab 4x4 truck from Garber Chevrolet Buick GMC, Inc. in the amount of $29,780.00 for the Beach Safety Division.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: N/A
CONSENT AGENDA	***6. IDENTIFY STRATEGIC PRIORITY:*** Public Safety Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Fire Rescue Department requests approval for the purchase of one new 2022 Chevrolet Colorado Ext Cab 4x4 truck from Garber Chevrolet Buick GMC, Inc. for the Beach Safety Division. This truck will replace the Beach Safety Director's truck, which is a 2007 Ford F150 that is currently out of service due to needing major repairs from years of service on the sandy beach. On October 18th, 2021, the Purchasing Manager published a notice to receive bids for one mid size 4wd ext cab truck with a deadline of 3:00 pm, November 1st, 2021. The City received one bid from Garber Chevrolet Buick GMC, Inc. in the amount of $29,780.00. The bid meets all the technical specifications set forth by the City, and is within the budget for purchase. Staff recommends approval of the purchase.

Res 22-27.FD.Purchase Truck.pdf
PCB22-17 Tabulation Sheet.pdf
Garber Automall Fleet Bid Form.PDF
Garber Automalll 2022 Chevrolet Colorado 4WD Ext Cab 128in Work Truck.PDF

RESOLUTION NO. 22-27

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GARBER CHEVROLET BUICK GMC, INC. FOR THE PURCHASE OF ONE CHEVROLET COLORADO TRUCK FOR THE BEACH SAFETY DIVISION IN THE AMOUNT OF $29,780.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Garber Chevrolet Buick GMC, Inc., relating to the purchase of (1) one Chevrolet Colorado 4X4 Truck for the Beach Safety Division, in the amount of Twenty Nine Thousand, Seven Hundred Eighty Dollars ($29,780.00), 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB22-17 FD Beach Safety Truck

11/1/2021

3:00 PM

	CONTRACTOR/VENDOR	AMOUNT	TIME OF DELIVERY (DAYS)	BID FORM	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1	Garber Automall Fleet	29,780.00	120+	✓	✓	✓	✓	✓	✓
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

1. Payment will be made 30 days after satisfactory delivery and inspection of the product.

2. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

E. Warranties

1. The equipment specified herein shall be covered by a standard warranty. Bidder to submit a copy of the warranty with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: November 1, **2021.**

PCB22-17 ITB BEACH RESCUE TRUCK

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price as listed for **PCB22-17 BEACH RESCUE TRUCK** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

VEHICLE	**MAKE**	**MODEL**	**PRICE**
Mid-Size Crew Cab 4X4 Pickup Truck	Chevolet	Colorado	$ 29,780.00
with a Decal & Light Package installed.			

TOTAL **$** 29,780.00

Time of Delivery 120+ days

BIDDER:

Garber Chevrolet Buick GMC, Inc.	Ryan Davis
Name of Business	Name of Bidder
3340 HWY 17	904-264-2442 ext.2350
Address	Phone Number
GREEN COVE SPRINGS, FL 32043	11/01/2021
Address	Date

[END OF BID PROPOSAL FORM]

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

Panama City Beach Fire Rescue

UNSPSC C Code	25101507
Line #	86
Unit Description	12M53

Prepared for:	Prepared by:
10/6/2021	***Garber Chevrolet Buick GMC***
Panama City Beach Fire Rescue	Ryan Davis
Attn: Capt. Terry Parris	*(904) 264-2442 ext.2350 FAX: (904) 284-0054*
tparris@pcbfire.com	*3340 Hwy 17 Green Cove Springs, FL 32043*
850-233-5120	rdavis@garberautomall.com

DEPARTMENT OF MANAGEMENT SERVICES

Prices are published by the State of Florida Department of Management Services
https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements
Purchasing contract number is 25100000-19-1, expiring November 16, 2021 for Motor Vehicles. If you have any questions regarding this quote please call!

				Base Price
12M53	2022 Chevrolet Colorado 4WD Ext Cab 128" Work Truck			$24,706.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
4WT	Work Truck Preferred Equipment Group	Included		$0.00
LGZ	Engine, 3.6L DI DOHC V6 VVT	1485	($29.70)	$1,455.30
M5T	Transmission, 8-speed automatic	Included		$0.00
01U/9W3	Special Exterior Color - Paints, solid, Wheatland Yellow	425	($8.50)	$416.50
H2Q	Jet Black/Dark Ash, Vinyl seat trim	Included		$0.00
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver Metallic steel	Included		$0.00
QHR	Tires, 255/65R17 all-season, blackwall	Included		$0.00
PCN	WT Convenience Package	530	($10.60)	$519.40
G80	Differential, automatic locking rear	Included		$0.00
Z82	Trailering Package (Inc. Bar and 2" Ball)	350	($7.00)	$343.00
JL1	Trailer brake controller, integrated	230	($4.60)	$225.40
UD7	Rear Park Assist, Ultrasonic	295	($5.90)	$289.10
S0Y	Cargo area lamps	285	($5.70)	$279.30
MATS	Weathertech Floor Mats, 1st and 2nd Rows	249		$249.00
SIBL	Spray In Bedliner (LINEX or Equivalent)	495		$495.00
TINT	Tint All Windows to Legal Level with Strip	271		$271.00
DECAL	Design and Install Custom Decal Package	525		$525.00
TTAG	Temporary Tag	6		$6.00
DEL	Delivery	Included		$0.00
	TOTAL PURCHASE AMOUNT PER VEHICLE			***$ 29,780.00***

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve the award of Master Services Agreements (MSAs) for geotechnical engineering and testing services to Southern Earth Sciences and NOVA.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Transportation
Quality of Life

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff publicly advertised for continuing geotechnical engineering and testing services on September 20, 2021. Two responses to the Request for Qualifications (RFQ) were opened on October 25, 2021 and both were deemed to be responsive to the City's request. A committee was formed to evaluate the responses comprised of the following staff:

Holly White, Assistant City Manager
Kelly Jenkins, Public Works Director
Kathy Younce, Assistant Public Works Director
Mark Shaeffer, Utilities Director
Jeff Crigler, Assistant Utilities Director

The committee independently scored each respondent using pre-established criteria and elements which were established in the RFQ. The committee then met to collectively discuss their individual thoughts on each proposal. City purchasing manager, Tina Kunst, attended the meeting and took notes regarding the ensuing discussion and summarized the individual scoring sheets prepared by each committee member. Each committee members individual scoring sheets are included in your agenda packet as well as the summary sheet which reflects the aggregate score of each respondent.

Each respondent was ranked based upon total score and and average of first place votes, second place votes, etc. Under both approaches, Southern Earth Sciences ranked first and NOVA second. STAFF RECOMMENDS the award of continuing MSAs for geotechnical engineering and testing services to both responsive firms. Per the RFQ issued by the City, the intent was to enter into non-exclusive agreements with two or more firms. Specific task authorizations for proposed projects will be negotiated and approved by the City on as as-needed basis. Individual task orders are anticipated to be issued on a rotational basis between both firms with consideration being given for balancing total City project workload annually.

Res 22-28.Geotechnical Engineering Master Services Agreement.pdf
RFQ-7 Summary.pdf
20211104 MSA SES.doc
20211104 MSA NOVA.doc
SES 2021 Fee Schedule - PC Destin (Updated Nov. 2020).pdf
NOVA 2021 Fees Only.pdf

RESOLUTION NO. 22-28

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES WITH SOUTHERN EARTH SCIENCES INC. AND NOVA ENGINEERING & ENVIRONMENTAL, LLC.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain federally funded Master Services Agreement between the City and Southern Earth Sciences, Inc., relating to Professional Geotechnical Engineering Services, in substantially the form and at the rates **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.

2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain federally funded Master Services Agreement between the City and Nova Engineering & Environmental Services, relating to Professional Geotechnical Engineering Services, in substantially the form and at the rates **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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

PCB22-02.7 - RFQ **Geotech Engineering-Testing & Inspection**
Professional Services Contracts

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		Nova Engineering	Southern Earth Science
	PER PERSON	TOTAL		
Project Team Organization and Experience	25	125	97.5	102.5
Design Management	25	125	97.5	90
Knowledge and Availability	10	50	42	46
Demonstrated Design Experience	35	175	133	140
References	5	25	15	19.5
	100	**500**	**385**	**398**

Ranking based upon overall scores

1	Southern Earth Science
2	Nova Engineering

			Ranked by Committee Members					
			Holly	Kelly	Kathy	Jeff	Mark	
Individual Ranks	**1**	Southern Earth	1	1	1	2	1	1.2
	2	Nova	2	2	2	1	2	1.8

Panama City Beach, Florida – Request for Qualifications #7

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts — Geotech

Firm: Southern Earth Sciences

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			0.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References			0.8		5	4

Harry J White

TOTAL 89

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

#7
GEOTECH

Firm: NOVA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			0.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1.0	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			0.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			0.8		35	28
V. References		0.5			5	2.5

Harry J. White

TOTAL 83.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: Southern Earth

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1.0	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1.0	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References			.8		5	4

TOTAL 99

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: Nova

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1.0	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References		.5			5	2.5

TOTAL 90.5

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: SOUTHERN EARTH SCIENCES

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.		X			25	12.5
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			X		25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		X			35	17.5
V. References			X		5	

TOTAL 54.5

FQ# and Title: PCB22-02 RFQ Professional Service Contracts

irm: NOVA

Kathy Jones

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.		X			25	12.5
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.		X			25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			X		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		X			35	17.5
V. References		X			5	2.5

TOTAL 53

Panama City Beach, Florida – Request for Qualifications

J. H Cisler

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: 7 - SES

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.		.5			25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		.5			35	17.5
V. References		.5			5	2.5

TOTAL 60.5

FQ# and Title: PCB22-02 RFQ Professional Service Contracts

irm: 7- NOVA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		.5			35	17.5
V. References		.5			5	2.5

TOTAL 68

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts

rm: Southern Earth Sciences

10/27/21

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1.0	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References				1.0	5	5

TOTAL

____95____

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts

rm: NOVA

10/27/21

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			0.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References				1.0	5	5

TOTAL

____90____

MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH
AND SOUTHERN EARTH SCIENCES, INC.
RELATING TO
PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of November, 2021, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **SOUTHERN EARTH SCIENCES, INC.** ("Engineer").

PREMISES

WHEREAS, City desires to have Engineer assist City with geotechnical engineering, testing and construction inspections and testing services.

Work will consist of geotechnical engineering services, including testing services, on a wide variety of projects, including geotechnical engineering to support planning and documents or the engineering design of improvements for the City's water, wastewater, reclaimed water and stormwater systems[; and environmental consulting services, including, but not limited to, Phase I and II environmental site assessments, asbestos and lead-based paint services, indoor air quality investigations and mold investigations; and materials testing services including, but not limited to, concrete and asphalt mix designs and construction inspections]. The projects shall meet the following criteria:

A) Related to City construction projects for which construction costs to no exceed $4,000,000, or
B) For specific geotechnical engineering projects or study activities when the fee for such professional engineering service does not exceed $500,000, or
C) Related to City water, wastewater, reclaimed water and stormwater facilities and improvements which are included in the Utility Department's then current Five (5) Year Capital Plan,

(collectively, the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

WHEREAS, the City desires to have two geotechnical engineers under independent, continuing master services agreements in order to have two firms to which to alternatively assign the recurring tasks; and

WHEREAS, City desires to employ Engineer for those purposes upon the terms and conditions in this Agreement, and Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

NOW, THEREFORE**,** in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. City retains Engineer to diligently, competently and timely perform the "Professional Services" on as as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be assumed to include all compensation which City will owe Engineer for the subject services, including all reimbursable expenses.

B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firm on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any

adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 2 (C).

D. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Engineer to perform any services and nothing herein shall be construed as entitling Engineer to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

E. Engineer represents to City that it has expertise in the type of professional services that will be required. City's consent or approval of any services provided by Engineer in no manner or way will relieve Engineer of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Engineer shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Engineer remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Engineer's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Engineer shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Engineer shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Engineer's other project related documents and records, shall be maintained by Engineer and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all such documents and records during normal business hours. Engineer shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Engineer's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Engineer under this Agreement or any particular Task Order. Engineer will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one digital copy of deliverable for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier state in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

1) Where a stipulated sum is specified, City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-incurred basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement certified by Engineer in form and detail reasonably acceptable to City.

3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Engineer's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.

4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Engineer in part or in full to the extent reasonably necessary to protect City's interests.

5) Engineer shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE: The time schedule for Engineer's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY: As reasonably requested by Engineer, City shall furnish Engineer with such existing data, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Engineer and the originals returned to City. Unless otherwise noted, the Engineer shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the City Engineer or his/her designated representative to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Engineer nor his/her designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Engineer's required services, 2) the amount of compensation City is obligated or committed to pay Engineer, or 3) the scope or quality of services to be provided and performed by Engineer. The City Enginer and/or his/her designated representative shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Engineer whenever the City Engineer or his designated representative observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Engineer may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Engineer without City's express prior written approval or direction. If Engineer reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Engineer shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Engineer's notice of Additional Services and City directs Engineer to proceed with such services, Engineer must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Engineer believes constitutes Additional Services, waives Engineer's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Engineer under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Engineer's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Engineer to provide such Additional Services as reasonably determined by City.

B. Engineer hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Engineer. Engineer shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Engineer under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Engineer to terminate any Task Order previously issued and in effect prior to Engineer's notice of termination for convenience. In

the event of a termination for convenience by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination. In the event of such termination for convenience by Engineer, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Engineer be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Engineer shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Engineer is in default, Engineer shall have seven (7) calendar days following receipt by Engineer of said written notice to remedy and cure the default. If such default is not remedied or cured by Engineer within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Engineer. City has the right to off set all damages it suffers as a result of Engineer default from any and all amounts it may owe Engineer under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Engineer, Engineer shall pay City such excess within ten (10) days of Engineer's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Engineer to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Engineer have the authority to terminate any Task Order for which the subject default does not apply. If Engineer so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Engineer may terminate the subject Task Order. In the event of such termination by Engineer, and subject to the terms of this Agreement, Engineer shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Engineer's remedies against City shall be the same as and limited to those afforded Engineer under Section 7.A above.

E. Upon any termination and at no additional cost to City, Engineer shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Engineer may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for an initial term of 4 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for two consecutive extended terms of two years each, by written notice delivered to the Engineer at least 30 days prior to expiration of the current term.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Engineer shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Engineer or any person employed or utilized by Engineer in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Engineer, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Engineer. Engineer's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final

judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Engineer actually defends City and City is ultimately found responsible for such claims, City shall reimburse Engineer its defense costs, including attorneys' and expert fees, incurred by Engineer in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Engineer shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - $100,000 each accident
- $100,000 each employee
- $500,000 policy limit for disease

2) General, Automobile and Excess or Umbrella Liability Coverage: Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

3) Commercial General Liability Coverage. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Engineer is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

4) Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non ownership use.

5) Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

6) Additional Insurance. The City requires the following additional type of insurance:

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The Successful Respondent shall maintain in full force for five years from the date of the completion of the last task under the party's agreement Project Specific Professional Liability Insurance with minimum limits of $1,000,000 per occurrence/ $3,000,000 annual aggregate.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Engineer shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City at least 15 days prior to the renewal date. **Certificate Holder will be addressed as the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Engineer's obligation to fulfill the insurance requirements herein.

11. NEGOTIATION DATA: Engineer hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Engineer in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Engineer's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Engineer hereby assigns to City all rights, including all copyrights, to the Project Documents. Engineer acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Engineer will take all actions necessary to secure for City all such right, title, and interest. Engineer warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Engineer shall obtain any and all licenses

necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Engineer shall assign to City any and all rights, including any copyrights, in the Project Documents that Engineer may possess, now or in the future, and Engineer will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Engineer shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Engineer shall execute any additional documents required by City to further evidence this assignment. Engineer, at its own expense, may retain copies of the Project Documents for its files and internal use. Engineer shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Engineer.

B. Engineer warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Engineer hereby consents to City's use (including any use by any replacement Engineer retained by City) of the Project Documents to complete a project following any termination of Engineer hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Agreement. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Engineer's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Engineer as to any particular Task Order shall commence upon execution of that Task Order and Engineer's receipt of written notice to proceed with such services from City Manager or his designee.

B. Engineer agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task

Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Engineer's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Engineer of its duty to perform or give rise to any right to damages or additional compensation from City. Engineer expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Engineer or any other delays not due to the fault or neglect of Engineer, which delay the applicable schedule completion date, Engineer's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Engineer's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Engineer, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Engineer agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Engineer without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Engineer is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Engineer covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Engineer and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Engineer shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Engineer is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any

provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, 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.

22. COOPERATION: Engineer acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Engineer agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

24. **PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

25. **EVERIFY:** Engineer is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Engineer shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Engineer, the Engineer may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation

By:_____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

SOUTHERN EARTH SCIENCES, INC.

_____ By:_____
WITNESS Its:
PRINT NAME:

_____
WITNESS
PRINT NAME:

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____ DATE _____, 202__

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND SOUTHERN EARTH SCIENCES, INC. RELATING TO PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES dated _____**,** 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:
Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____
Contractor's total compensation shall be (check one):
____ a stipulated sum of $ _____ ; or
____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $_____ for _____ , and
Allowance of $ _____ for _____; or
____ a fee determined on a time-involved basis with a maximum cost of $_____:
As set forth upon incorporated Attachment B, Fee Breakdown.
If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.
The parties agree that reimbursable expenses shall not exceed $_____.

Work shall begin on _____, 202___, and shall be substantially completed by_____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.
Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

_____

_____

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:

_____
City Clerk

MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH
AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC
RELATING TO
PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of November, 2021, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **NOVA ENGINEERING AND ENVIRONMENTAL, LLC** ("Engineer").

PREMISES

WHEREAS, City desires to have Engineer assist City with geotechnical engineering, testing and construction inspections and testing services.

Work will consist of geotechnical engineering services, including testing services, on a wide variety of projects, including geotechnical engineering to support planning and documents or the engineering design of improvements for the City's water, wastewater, reclaimed water and stormwater systems[; and environmental consulting services, including, but not limited to, Phase I and II environmental site assessments, asbestos and lead-based paint services, indoor air quality investigations and mold investigations; and materials testing services including, but not limited to, concrete and asphalt mix designs and construction inspections]. The projects shall meet the following criteria:

A) Related to City construction projects for which construction costs to no exceed $4,000,000, or
B) For specific geotechnical engineering projects or study activities when the fee for such professional engineering service does not exceed $500,000, or
C) Related to City water, wastewater, reclaimed water and stormwater facilities and improvements which are included in the Utility Department's then current Five (5) Year Capital Plan,

(collectively, the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

WHEREAS, the City desires to have two geotechnical engineers under independent, continuing master services agreements in order to have two firms to which to alternatively assign the recurring tasks; and

WHEREAS, City desires to employ Engineer for those purposes upon the terms and conditions in this Agreement, and Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

NOW, THEREFORE**,** in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. City retains Engineer to diligently, competently and timely perform the "Professional Services" on as as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be assumed to include all compensation which City will owe Engineer for the subject services, including all reimbursable expenses.

B. If accepted by City, the proposed scope of work shall be incorporated into a task order in materially the form attached as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firm on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any

adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 2 (C).

D. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Engineer to perform any services and nothing herein shall be construed as entitling Engineer to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

E. Engineer represents to City that it has expertise in the type of professional services that will be required. City's consent or approval of any services provided by Engineer in no manner or way will relieve Engineer of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Engineer shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Engineer remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Engineer's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Engineer shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Engineer shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Engineer's other project related documents and records, shall be maintained by Engineer and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all such documents and records during normal business hours. Engineer shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Engineer's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Engineer under this Agreement or any particular Task Order. Engineer will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one digital copy of deliverable for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier state in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order as follows:

1) Where a stipulated sum is specified, City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-incurred basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement certified by Engineer in form and detail reasonably acceptable to City.

3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Engineer's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.

4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Engineer in part or in full to the extent reasonably necessary to protect City's interests.

5) Engineer shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE: The time schedule for Engineer's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY: As reasonably requested by Engineer, City shall furnish Engineer with such existing data, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Engineer and the originals returned to City. Unless otherwise noted, the Engineer shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the City Engineer or his/her designated representative to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the City Engineer nor his/her designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Engineer's required services, 2) the amount of compensation City is obligated or committed to pay Engineer, or 3) the scope or quality of services to be provided and performed by Engineer. The City Enginer and/or his/her designated representative shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Engineer whenever the City Engineer or his designated representative observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Engineer may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Engineer without City's express prior written approval or direction. If Engineer reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Engineer shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Engineer's notice of Additional Services and City directs Engineer to proceed with such services, Engineer must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Engineer believes constitutes Additional Services, waives Engineer's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Engineer under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Engineer's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Engineer to provide such Additional Services as reasonably determined by City.

B. Engineer hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Engineer. Engineer shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Engineer under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Engineer to terminate any Task Order previously issued and in effect prior to Engineer's notice of termination for convenience. In

the event of a termination for convenience by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination. In the event of such termination for convenience by Engineer, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Engineer be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Engineer shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Engineer is in default, Engineer shall have seven (7) calendar days following receipt by Engineer of said written notice to remedy and cure the default. If such default is not remedied or cured by Engineer within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Engineer's sole and exclusive recovery against City shall be limited to that portion of Engineer's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Engineer. City has the right to off set all damages it suffers as a result of Engineer default from any and all amounts it may owe Engineer under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Engineer, Engineer shall pay City such excess within ten (10) days of Engineer's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Engineer to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Engineer have the authority to terminate any Task Order for which the subject default does not apply. If Engineer so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Engineer may terminate the subject Task Order. In the event of such termination by Engineer, and subject to the terms of this Agreement, Engineer shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Engineer's remedies against City shall be the same as and limited to those afforded Engineer under Section 7.A above.

E. Upon any termination and at no additional cost to City, Engineer shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Engineer may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for an initial term of 4 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for two consecutive extended terms of two years each, by written notice delivered to the Engineer at least 30 days prior to expiration of the current term.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Engineer shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Engineer or any person employed or utilized by Engineer in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Engineer, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Engineer. Engineer's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final

judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Engineer actually defends City and City is ultimately found responsible for such claims, City shall reimburse Engineer its defense costs, including attorneys' and expert fees, incurred by Engineer in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Engineer shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - $100,000 each accident
- $100,000 each employee
- $500,000 policy limit for disease

2) General, Automobile and Excess or Umbrella Liability Coverage: Engineer shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

3) Commercial General Liability Coverage. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Engineer is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

4) Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non ownership use.

5) Excess or Umbrella Liability Coverage. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

6) Additional Insurance. The City requires the following additional type of insurance:

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The Successful Respondent shall maintain in full force for five years from the date of the completion of the last task under the party's agreement Project Specific Professional Liability Insurance with minimum limits of $1,000,000 per occurrence/ $3,000,000 annual aggregate.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Engineer shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City at least 15 days prior to the renewal date. **Certificate Holder will be addressed as the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto.**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Engineer's obligation to fulfill the insurance requirements herein.

11. NEGOTIATION DATA: Engineer hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Engineer in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Engineer's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Engineer hereby assigns to City all rights, including all copyrights, to the Project Documents. Engineer acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Engineer will take all actions necessary to secure for City all such right, title, and interest. Engineer warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Engineer shall obtain any and all licenses

necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Engineer shall assign to City any and all rights, including any copyrights, in the Project Documents that Engineer may possess, now or in the future, and Engineer will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Engineer shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Engineer shall execute any additional documents required by City to further evidence this assignment. Engineer, at its own expense, may retain copies of the Project Documents for its files and internal use. Engineer shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Engineer.

B. Engineer warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Engineer hereby consents to City's use (including any use by any replacement Engineer retained by City) of the Project Documents to complete a project following any termination of Engineer hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Agreement. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Engineer's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Engineer as to any particular Task Order shall commence upon execution of that Task Order and Engineer's receipt of written notice to proceed with such services from City Manager or his designee.

B. Engineer agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task

Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Engineer's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Engineer of its duty to perform or give rise to any right to damages or additional compensation from City. Engineer expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Engineer or any other delays not due to the fault or neglect of Engineer, which delay the applicable schedule completion date, Engineer's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Engineer's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Engineer, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Engineer agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Engineer without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Engineer is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Engineer covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Engineer and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Engineer shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Engineer is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any

provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, 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.

22. COOPERATION: Engineer acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Engineer agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

24. **PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

e. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, LYNNE.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

25. **EVERIFY:** Engineer is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-contractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Engineer shall maintain a copy of such affidavit(s) for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Engineer, the Engineer may not be eligible for or awarded a City contract for a period of 1 year after the date of termination.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation

By:_____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

NOVA ENVIRONMENTAL
& ENGINEERING, LLC

_____ By:_____
WITNESS Its:
PRINT NAME:

_____
WITNESS
PRINT NAME:

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____ DATE _____, 202__

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND NOVA ENGINEERING & ENVIRONMENTAL, LLC, RELATING TO PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES dated _____**,** 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:
Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____
Contractor's total compensation shall be (check one):
____ a stipulated sum of $ _____ ; or
____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $_____ for _____ , and
Allowance of $ _____ for _____; or
____ a fee determined on a time-involved basis with a maximum cost of $_____:
As set forth upon incorporated Attachment B, Fee Breakdown.
If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.
The parties agree that reimbursable expenses shall not exceed $_____.

Work shall begin on _____, 202___, and shall be substantially completed by_____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.
Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

_____

_____

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:

_____
City Clerk

Panama City Beach & Destin, FL

Panama City Beach Phone # 850-769-4773
Destin Phone # 850-837-9966

FL Certificate of Authorization #3737

SOUTHERN EARTH SCIENCES, INC.

Geotechnical, Environmental & Construction Materials Testing

SOUTHERN EARTH SCIENCES, INC.
2021 FEE SCHEDULE

I. COMMON LABORATORY SOIL TESTING SERVICES

Standard Proctor, each	$ 140.00
Modified Proctor, each	$ 140.00
Modified Proctor Base Soils, each	$ 165.00
Limerock Bearing Ratio (LBR; 3 points), each	$ 450.00
California Bearing Ratio (CBR; 3 points), each	$ 600.00
Natural Moisture Content, each	$ 12.00
Organic Content, each	$ 50.00
Unit Weight (undisturbed sample)	$ 28.00
pH	$ 28.00
Grain Size Distribution (soils & fine aggregate, each)	$ 95.00
Grain Size Distribution (coarse aggregate, each)	$ 135.00
Percent Fines, each	$ 40.00
Hydrometer Analysis, each	$ 100.00
Atterberg Limits, per set	$ 100.00
Specific Gravity, each	$ 65.00
Shrinkage Limit, each	$ 100.00
Falling Head Permeability (sand), each	$ 100.00
Constant Head Permeability (clay), each	$ 120.00
Flexible Wall Permeability, each	$ 325.00
Double-Ring Infiltrometer, each	$ 450.00

Note: SESI has extensive laboratory capabilities, many of which are not listed in this basic fee schedule. If a specific test is required, please inquire with a project manager.

II. IN-PLACE DENSITY TESTING

Drive Cylinder Method, each	40.00
Sand Cone Method, each	$ 100.00
Nuclear Method, each	$ 30.00

III. CONCRETE & MASONRY TESTING SERVICES

Concrete Test Specimens (cylinders), set of 5	$ 140.00
Concrete Test Specimens (beams), set of 4	$ 175.00
Grout Prisms, set of 4	$ 130.00

Mortar Cubes, set of 6	$ 100.00
Additional Slump/Air Content	$ 25.00

IV. SPECIALIZED FIELD SUPPORT SERVICES

PDA Testing (including CAPWAP & Reporting), each	$ 3,000.00
Re-strike & additional reporting	$ Quote
Vibration Monitoring	$ Quote
Ground Penetrating Radar (GPR)	$ Quote

V. BASIC PROFESSIONAL SERVICES

A. Professional Classification – Hourly Rates

Principal Engineer/Geologist; Senior Consultant	$ 150.00
Professional Engineer/Geologist	$ 125.00
Staff Engineer/Geologist	$ 100.00
Licensed Asbestos Consultant	$ 140.00
Environmental Specialist	$ 85.00

B. Support Personnel – Hourly Rates

Draftsperson	$ 55.00
Secretarial	$ 45.00
MAC Data Entry	$ 60.00

C. Field Engineering Technician – Hourly Rates

IBC Special Inspections (including ICC and AWS visual welding)	$ 85.00
Engineering Technician	$ 60.00

*Typical overtime rate applies for exceeding eight (8) hrs./day, weekends, & holidays

Notes:

1. A minimum of three (3) density tests will be billed per trip.
2. Ten (10) percent is added to all construction testing invoices for engineering review, reporting, and mailings.
3. All laboratory tests are performed in accordance with applicable ASTM, AASHTO, FDOT, or military standards as required by the project specifications.
4. Technician mobilization charges will be billed hourly at a two-hour minimum.

I. ENGINEER, CODE PROFESSIONAL AND TECHNICIAN SERVICES:

A. Staff Engineer, Geologist, Code Professional, Forensic Field Representative or Senior Engineering Aide for foundation and subgrade soil or other field inspections, per hour ..... $ 100.00

B. Plan Review, Project Engineer or Project Manager for project management, and review of soil, concrete, roofing, structural steel, fireproofing, reinforcing steel, masonry and other construction materials data, per hour ..... $ 125.00

C. Principal Project Manager/Engineer or P.E., for interpretation, consultation and supervision of Project Engineer, (if needed), per hour ..... $ 250.00

D. Field Engineering Technician for soil, aggregate, asphalt placement, monitoring and testing, reinforcing steel, post tension tendon placement observation activities, concrete, mortar, grout placement monitoring, sampling and testing per hour ..... $ 65.00

E. Laboratory or FDOT CTQP Engineering Technician for soil, aggregate, asphalt, concrete, mortar, grout testing per hour ..... $ 85.00

F. Certified Welding Inspector for visual weld and bolt torque testing of structural steel and precast connections, per hour ..... $ 95.00

G. Level II ASNT Inspector for non-destructive evaluation of structural steel weldments by magnetic particle, dye penetrant or ultrasonic methods, per hour ..... $ 125.00

H. Roofing /Envelope Inspector for monitoring installation procedures of typical roof /envelope system applications, per hour ..... $ 125.00

II. LABORATORY SERVICES:

I. Concrete/Aggregate/Mortar:

1. Concrete cylinder curing, preparation and compressive strength testing, each ..... $ 20.00
2. Grout prism curing, preparation and compressive strength testing, each ..... $ 20.00
3. Mortar cube curing, preparation and compressive strength testing, each ..... $ 20.00
4. Concrete core curing, preparation and compressive strength testing, each ..... $ 35.00
5. Concrete mix design verification, standard, each ..... $ 350.00
6. Fine Aggregate Sieve Analysis, each ..... $ 75.00
7. Coarse Aggregate Sieve Analysis, each ..... $ 75.00
8. Aggregate Specific Gravity ..... $ 100.00

J. Soils:

1.	Moisture Content, each	$ 25.00
2.	Atterberg Limits, each	$ 75.00
3.	Wash 200, each	$ 75.00
4.	Wash 200 and Hydrometer Analysis	$ 200.00
5.	Specific Gravity, each	$ 100.00
6.	Organic Content, each	$ 75.00
7.	Standard Proctor, each	$ 150.00
8.	Modified Proctor, each	$ 150.00
9.	Limerock or California Bearing Ratio (LBR or CBR)	$ 450.00
10.	Resistivity, Chloride/Sulfate & pH (Corrosion Series)	$ 350.00
11.	Remolded Falling Head Permeability Test includes UW & W200, each	$ 300.00

K. Asphalt:

1.	Extraction/Gradation Test, each	$ 225.00
2.	Marshall Stability, and density, each	$ 225.00
3.	Maximum Specific Gravity (Rice) Testing, each	$ 225.00
4.	Core Thickness and Density, each	$ 75.00
5.	Asphalt coring, per core*	$ 75.00*

* Minimum charge per visit of $ 500.00

III. MISCELLANEOUS SERVICES

A.	Transportation, per mile/trip	NO CHARGE
B.	Personnel Per Diem, per person per day	$ 250.00
C.	GPR Operator and Equipment, per hour (4-hour minimum)	$ 200.00
D.	Clerical/Drafting, per hour	$ 75.00

E. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 20%.

Notes:

1. Hourly rates are portal-to-portal. ***NO*** overtime premium will be charged for services provided outside normal business hours.
2. A three-hour minimum charge is applicable on all field services.
3. Other services and tests are available upon request.
4. These rates are effective for 12 months.
5. If "Threshold Inspection" or "Special Inspection" services as outlined in Chapter 17 of the International Building Code or Florida Building Code are desired to satisfy the design/development team and/or meet local building code requirements our staff is familiar with the Codes and ***QUALIFIED*** to provide such.

Special Inspector Representatives are invoiced at a rate of $85/hour.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lori Philput, Administration	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve Teladoc Health/Healthiest You Contract for Employee Benefits.

4. AGENDA: CONSENT AGENDA	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Teladoc Health provides a suite of telehealth services offered under the Teladoc and Healthiest You brands.

Teladoc is the first and largest provider of telehealth medical consults in the United States, giving members 24/7/365 access to quality medical care through phone and video consults.

Healthiest You is a virtual care solution that will assist employees and their dependents with no-cost Teladoc for general medical issues, healthcare benefit questions, provider locators and price transparency tools. This is a new offering to all full-time employees and will cost $7.00 per employee, per month, for the first year.

Healthiest You also offers additional services such as Mental Health, Nutrition and Dermatology for a co-pay to the employee. There is no additional charge to the employer. These services could be beneficial for employees selecting the High Deductible Health Plan or needing a consultation immediately. These services are also offered through the existing medical plans.

Res 22-29.Healthiest You.Teledoc Contract.pdf
City of Panama Beach Core Service Agrement.docx

RESOLUTION NO. 22-29

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TELADOC HEALTH, INC. FOR VIRTUAL HEALTH SERVICES AT A BASIC MONTHLY RATE OF $7.00 PER EMPLOYEE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Teladoc Health, Inc., for the provision of virtual health services, in the basic monthly rate of Seven Dollars ($7.00) per employee, 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

TELADOC HEALTH SERVICES AGREEMENT

This Teladoc Health Services Agreement ("Agreement") is entered into on January 1, 2022 ("Effective Date"), by and between Teladoc Health, Inc. ("Teladoc Health") and City of Panama Beach ("Employer"). Teladoc Health and Employer shall be referred to herein as the "Parties" and each individually as a "Party".

Introduction

A. Teladoc Health provides (i) a suite of telehealth services offered under the Teladoc® and HealthiestYou® brands, (ii) a suite of expert medical information services offered under the Teladoc®, Best Doctors®, and Advance Medical® brands, and (iii) a suite of online health coaching programs related to the management of chronic health conditions under the Livongo® brand, as more fully described in the Exhibit(s) incorporated in this Agreement (collectively, the "Services").

B. Employer desires to purchase the Services for use by certain of its employees ("Employees") and their eligible dependents ("Eligible Dependents") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "Member(s)".

Terms and Conditions

1. Scope.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Services to Employer. Employer agrees to provide access to the Services to all Members and to inform the Members regarding the availability of the Services as provided in this Agreement. The specific Services that Employer has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those Services, are described in the attached Exhibit(s), which are incorporated by reference and made a part of this Agreement.

Capitalized terms used but not separately defined in the Exhibits shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of an Exhibit or Attachment to the Agreement, the terms of the Exhibit or Attachment will govern.

2. Term and Termination; Survival. This Agreement commences on the Effective Date and will continue in force until all Exhibits have terminated or expired ("Term"), unless terminated earlier as outlined below; *provided, however*, that the provisions of Section 3 (*Intellectual Property Rights*), Section 5 (*Protected Health Information; Confidential Information*), and Section 7 (*Indemnification; Limitations of Liability*) shall survive any expiration or termination of the Agreement. Either Party may terminate this Agreement (a) for the other Party's material breach of the Agreement, which breach has not been cured, or cannot reasonably be cured, within 30 days after receipt of written notice by the non-breaching Party; or (b) for the other Party's Insolvency. For the purposes of this Agreement, "Insolvency" means that the other Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or similar proceeding.

3. Intellectual Property Rights.

3.1 Employer acknowledges that all materials relating to the Services that are developed by or on behalf of Teladoc Health or provided to the Employer by Teladoc Health (including, without limitation, any Communication and/or Member Engagement materials referred to in the attached Exhibit(s)), and all trade names, service marks, trademarks and logos that are used by Teladoc Health, and such other trade names, trademarks and logos as hereinafter may be designated by Teladoc Health in connection with its business (the "Teladoc Health Marks") are the unique intellectual property of Teladoc Health (the "Intellectual Property"), and the Employer agrees that: (i) the Employer will not duplicate the Services in any format that would, in whole or in part, infringe upon the intellectual property rights of Teladoc Health, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (ii) the Employer will not distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Services in any manner other than pursuant to this Agreement; (iii) the Employer will not modify, change, reverse assemble, reverse compile or reverse engineer the software underlying the Services or otherwise attempt to discover any such software source code or underlying Confidential Information; (iv) the Employer will not remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether Teladoc Health or its licensors) from the Services; and (v) on termination of this Agreement, the Employer shall return to Teladoc Health all of the Intellectual Property provided to the Employer upon request.

3.2 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in

advance, Teladoc Health grants Employer a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks during the term of this Agreement.

3.3 Employer hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute Employer's trade names, trademarks, and logos in connection with its promotion and delivery of the Services, during the Term, solely as necessary to perform its obligations under this Agreement. Teladoc Health agrees that, if applicable, Employer may describe the Services in its health benefits plan materials, provided that any such descriptions are approved in advance by Teladoc Health.

4. No Joint Undertaking. Teladoc Health and Employer are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor Employer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

5. Protected Health Information; Confidential Information.

5.1 To the extent that Employer offers any Services as part of its Group Health Plan, as defined by 45 C.F.R. § 160.103, the receipt, creation, use, and/or disclosure of Protected Health Information by Teladoc Health on Employer's behalf will be governed, as applicable, by the Business Associate Agreement attached to this Agreement as *Exhibit 1*.

**MUST BE COMPLETED by Employer: By choosing the appropriate box below, Employer confirms one of the following statements:

☐ Services being provided under this Agreement are being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103

OR

☒ Services being provided under this Agreement are ***not*** being incorporated as part of Employer's Group Health Plan, as defined by 45 C.F.R. § 160.103

5.2 For purposes of this Agreement, "Disclosing Party" shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the "Receiving Party" shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.

(a) For purposes of this Agreement, "Confidential Information" shall include information: (i) that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public; (ii) that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party; and (iii) that has material economic value or potential material economic value to the Disclosing Party's present or future business. Confidential Information shall include trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests) and any other Intellectual Property, customer and supplier lists, price lists, business plans, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to the Disclosing Party, any other information that is treated as confidential, regardless of whether it is marked as such, and any other information that a reasonable party would conclude is confidential or proprietary in nature. Confidential Information shall also include, without limitation, employee information not otherwise defined as Protected Health Information by 45 C.F.R. § 160.103, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party; (ii) is disclosed to third parties by the Disclosing Party without restriction on such third parties; (iii) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (vi) is released from confidential treatment by written consent of the Disclosing Party.

(c) Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires.

(d) The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

(e) The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this Section, the prevailing Party in such action shall be entitled to reasonable attorneys' fees.

(f) Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party.

6. Representations of the Parties; Disclaimer.

6.1 Each Party represents that (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement, (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement, (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms, and (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.2 Employer represents that (a) Employer has sought its own legal advice with respect to the use of the Services as part of a wellness program, if applicable; and (b) that Teladoc Health has not provided Employer with advice regarding the legality of any of its wellness programs or use of the Services for such wellness programs.

6.3 Each Party represents that it will maintain such insurance coverage as is reasonably necessary to support its respective obligations under this Agreement, which, for Employer, shall be at least a commercially reasonable general liability policy and cyber liability insurance with commercially reasonable limits in proportion to Employer's cyber liability risks.

Specifically, Teladoc Health represents that during the Term, it will maintain the following minimum types and amounts of insurance in the provision of the Services, with carriers having an AM Best Rating of A- or better:

(a) Workers Compensation Insurance in the amount required by law;
(b) Professional Liability/MCO Errors and Omissions coverage of $10 million per occurrence/aggregate;
(c) General Liability coverage of $1 million per occurrence/$2 million aggregate;
(d) Technology Errors and Omissions and Cyber Risk Liability coverage (including network security and privacy liability) of $10 million; and
(e) With respect to telehealth services, Teladoc Health will ensure that each Physician is provided with the requisite medical malpractice insurance coverage, in all cases complying with the minimum requirements of the applicable jurisdiction.

Upon request, Teladoc Health will provide Employer with a certificate evidencing the above insurance coverage.

6.4 Employer acknowledges and agrees that except as may be explicitly set forth in this Agreement, Teladoc Health has made no representations or warranties and has expressly disclaimed to the maximum extent permitted by law, all warranties or representations of every kind or nature, either implied or statutory, as to the Services, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or title.

7. Indemnification; Limitations of Liability.

7.1 Each Party agrees that it is solely liable for any breach, misrepresentation, error or omission by its employees, agents and representatives concerning the Services or otherwise made by such Party in fulfilling its obligations under this Agreement. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, and their directors, officers, employees, agents, representatives,

successors and assigns, from and against any third party loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising (i) out of any error, omission or malfeasance of such breaching Party, or (ii) any actual or alleged infringement, violation, or misappropriation of intellectual property rights of any third party.

7.2 Teladoc Health's total liability (including the liability of any of its officers, employees, or agents) relating to claims for damages arising from or relating to the performance of this Agreement shall be limited to direct (reasonably foreseeable) damages and shall in no event exceed the amount of Fees paid by Employer during the twelve (12) months immediately preceding the first event, action, or omission giving rise to Teladoc Health's liability; *provided, however*, that:

(a) Teladoc Health's total obligation for any claim arising from (i) a breach of the Protected Health Information; Confidential Information Section of the Agreement or (ii) from a claim for liability asserted by a third party relating to the performance of this Agreement shall in no event exceed $5 million; and

(b) in the event of a decision of liability attributed to both Parties, each Party's obligation will be limited by its relative fault as compared to the other Party or a third party in such matter.

Client expressly waives any right to seek consequential, indirect, punitive, or special damages for claimed losses arising from or relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages are foreseeable.

7.3 Defense of Indemnification Claims. In claiming any indemnification under this Section, the indemnified party shall promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall have sole control of the defense and all negotiations relative to the settlement of any such claim. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.4 In defending against any claim or action pursuant to Section 7.1 based upon an allegation that the Services infringes the intellectual property rights of a third party, Teladoc Health may at its option (a) procure for Employer the right to continue using the Services, or (b) modify or replace the Services so that it no longer infringes. If Teladoc Health concludes in its sole judgment that neither of the foregoing options is commercially reasonable, then Teladoc Health may terminate this Agreement and cease providing the Service, upon which Employer will cease offering the Services. This Section 7.4 specifies Teladoc Health's entire liability and Employer's exclusive remedy for infringement.

8. Data Transmission Security. Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI (Electronic Protected Health Information) is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI to and from Teladoc Health will utilize Secure File Transport Protocol (SFTP).

Employer is expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of Teladoc Health's web sites, including, without limitation, accessing data not intended for such user or logging into a server or account which user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the Web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

9. Publicity. Teladoc Health may use Employer's trade name and logo on Teladoc Health's standard sales-deck and customer list(s) solely to indicate, during the Term, Employer's status as a customer of Teladoc Health, without other indications of endorsement. All other use of Employer's trade name, trademark, service mark, or symbol in Teladoc Health's advertising, publicity or other promotional endeavors requires the prior consent of Employer.

10. Dispute Resolution. Prior to the institution of formal court action, the Parties agree that any claim or controversy arising from this Agreement shall be considered and addressed by one representative from Teladoc and one representative from the Employer at a meeting held upon at least five business days' advance notice from the complaining Party. Such meeting shall be held at a neutral location in the city where the non-complaining Party has its

principal office. If the claim or controversy is not resolved by the representatives at such meeting or within five business days thereafter, either Party may proceed with court action.

11. Miscellaneous.

11.1 Entire Agreement; Amendment; Severability. This Agreement (including any Exhibits or attachments hereto) constitutes the entire agreement by and between Teladoc Health and Employer relating in any manner of its subject matter, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior proposals, discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.2 Waiver. Any failure on the part of a Party to comply with any of its obligations, agreements, or responsibilities under this Agreement may be waived by the other Party to whom such compliance is owed. No waiver of any provision of such agreements shall be deemed a waiver of any other provision, nor shall any waiver constitute a waiver of any failure other than that waived.

11.3 No Third Party Beneficiaries. No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to the Agreement.

11.4 Force Majeure. Neither Party shall have liability to the other as a result of a Force Majeure Event; *provided, however*, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restores performance as soon as such causes are removed. For purposes of this Agreement, "Force Majeure Event" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease, (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors, (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies, or (d) action by a governmental body that enjoins or prevents performance by a Party.

11.5 Notice. All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (i) three (3) days after being mailed (with return receipt requested), (ii) when emailed, or (iii) one (1) day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Road, Suite 203
Purchase, NY 10577
Email: legalnotices@bestdoctors.com

With a Copy to: clientservices@teladoc.com

If to Employer:

CITY OF PANAMA BEACH
ATTN: LORI PHILPUT
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FL 32413
EMAIL:LORI.PHILPUT@PCBFL.GOV

11.6 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles of such State. Jurisdiction and venue for any and all disputes under this Agreement shall be the state and/or federal courts of New York, New York.

11.7 Joint Preparation. This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

11.8 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (and may be executed by way of email or electronic signature, and if so, shall be considered an original), all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart, which shall not affect the construction of this Agreement. Each signatory represents that he/she has full authority to sign this Agreement on behalf of his/her respective Party and to bind and obligate such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		CITY OF PANAMA BEACH	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

Exhibit 1
Business Associate Agreement

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is entered into by and between Employer (referred to herein as "Plan Sponsor"), on behalf of Plan Sponsor's Group Health Plan ("Covered Entity"), and Teladoc Health, Inc. and its affiliated companies (referred to herein as "Business Associate") pursuant to the Teladoc Health Services Agreement dated January 1, 2022 ("Agreement"), the terms and conditions of which are incorporated by reference into this BAA. The Effective Date of this BAA shall be the same as the Effective Date defined in the Agreement.

Introduction

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has promulgated privacy and security requirements reflecting the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and the American Recovery and Reinvestment Act of 2009 (the "ARR Act"), including, without limitation, the requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which is part thereof, enacted and established additional provisions for written business associate agreements and required these additional provisions be incorporated into all business associate agreements;

WHEREAS, the HIPAA Rules provide that a Covered Entity is permitted to disclose Protected Health Information ("PHI") to a Business Associate only if the Covered Entity has first obtained "satisfactory assurances," in the form of a written contract requiring that the business associate will appropriately safeguard such PHI;

WHEREAS, Business Associate will be providing services to the Covered Entity as described in the Agreement ("Services");

WHEREAS, Business Associate may, in the course of providing the Services to the Covered Entity, receive, create, use, and/or disclose PHI on Covered Entity's behalf which would create a business associate relationship between the Parties, thus necessitating e a written contract that meets the applicable requirements of the HIPAA Rules.

NOW THEREFORE, in consideration of the mutual promises contained herein, Covered Entity and Business Associate (each a "Party" and together the "Parties") agree as follows:

Terms

1. Definitions.

Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in the Privacy Rule, the Security Rule (as both are defined below) and/or the security and privacy provisions of the ARR Act and the HITECH Act that are applicable to business associates along with any regulations issued by HHS with respect to the ARR Act and the HITECH Act that relate to the obligations of agents and subcontractors of business associates.

(a) "Covered Services" shall mean, as applicable, the activities Business Associate performs on behalf of Covered Entity. The delivery of, and activities related to the delivery of, telehealth services is not an activity performed by Business Associate on behalf of Covered Entity.
(b) Electronic Protected Health Information or ePHI shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Business Associate to perform the Covered Services.
(c) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
(d) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
(e) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
(f) Protected Health Information or PHI shall have the meaning given such term in 45 C.F.R. § 160.103, but limited to the information received from or created on behalf of Covered Entity by Business Associate to perform the Covered Services.
(g) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

2. Permitted Uses and Disclosures by Business Associate. Business Associate may use and disclose PHI only as follows:

(a) Business Associate may use or disclose PHI in order to perform its obligations under the Agreement relating to providing the Covered Services.
(b) Business Associate may use or disclose PHI as Required By Law.

(c) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate.

(d) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that – (1) the disclosures are Required by Law, or (2) Business Associate obtains reasonable assurances from the entity to which the information is disclosed that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the entity, and the entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(e) Business Associate may use PHI to provide data aggregation services to Covered Entity.

(f) Business Associate may use PHI to create de-identified information as defined by 45 C.F.R. §164.514(b). The Parties agree that once PHI is de-identified, it is no longer subject to this BAA.

(g) Business Associate may use PHI to create a limited data set as defined by 45 C.F.R. §164.514(e)(2) and use and disclose such limited data set pursuant to 45 C.F.R. §164.514(e)(1).

(h) Business Associate may use and disclose PHI for research purposes pursuant to a HIPAA compliant authorization form from the Individual or as permitted by and pursuant to 45 C.F.R. §164.512(i).

(i) Business Associate may disclose PHI at the direction of Covered Entity to any other vendors of Covered Entity that provide other services for or on behalf of Covered Entity. Covered Entity hereby agrees that it shall not request or permit Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

(j) Business Associate agrees to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request pursuant to 45 C.F.R. § 164.502(b).

(k) Subject to any form signed by an Individual prohibiting such Disclosure, Business Associate may provide to Plan Sponsor PHI, subject to the requirements of 45 C.F.R. § 164.504(f)(2), for the purpose of carrying out legitimate plan administration functions that the Plan Sponsor performs on behalf of Covered Entity. Plan Sponsor agrees it will only request PHI for legitimate plan administration functions.

3. Obligations and Activities of Business Associate. Business Associate agrees to:

(a) not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.

(b) use commercially reasonable and appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

(d) report, within thirty (30) days of becoming aware, to Covered Entity any use or disclosure of the PHI not provided for by this BAA, any Breaches of Unsecured PHI as required at 45 C.F.R. 164.410, and any successful Security Incident of which it becomes aware. Successful Security Incidents shall not include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.

(e) mitigate, to the extent practicable, any harmful effect that is, or becomes, known of a use or disclosure of PHI by the Business Associate or any of its employees, agents, contractors or subcontractors in violation of the requirements of this BAA, the Privacy Rule, ARR Act or HITECH Act.

(f) implement and use appropriate policies and procedures for the identification and notification of Breach.

(g) make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligation under 45 C.F.R. § 164.524. Business Associate will, at the request of the Individual or Covered Entity, provide a copy of PHI directly to the Individual or the Individual's designee.

(h) make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under C.F.R. § 164.526.

(i) maintain and make available the information required to provide an accounting of disclosures to the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

(j) comply with the requirements of Subpart E of 45 C.F.R. Part 164 to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164.

(k) make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary, for purposes of having the Secretary determine Covered Entity's compliance with the Privacy Rule. Business Associate shall have an annual HIPAA compliance audit conducted by an independent third party auditor and, upon request by Covered Entity, provide the results of such annual audit to Covered Entity. In the event of a Breach occurs, Business Associate will conduct an additional audit which shall be shared with Covered Entity at Covered Entity's request as confirmation the issue causing the Breach was remediated.

4. Obligations of Covered Entity.

(a) To Inform of Privacy Practices and Restrictions:

(1) Covered Entity shall notify Business Associate in writing of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate in writing of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclose of PHI.

(b) Representations by Covered Entity. Covered Entity represents that it has the right and authority to disclose PHI to Business Associate to enable Business Associate to perform its obligations and provide services to Covered Entity. Except as otherwise permitted in this BAA, Covered Entity shall not request that or permit Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity will neither request nor require Business Associate to deliver any PHI to Covered Entity, plan sponsor, or a third party in violation of this BAA.

5. Term and Termination.

(a) Term. This BAA shall take effect on the Effective Date and shall terminate when the Agreement terminates.

(b) Termination for Cause. Both Parties agree that this BAA may be terminated by either Party upon breach of a material term of the BAA. The non-breaching Party shall:

(1) provide the breaching Party the opportunity to cure the breach or end the violation within fifteen (15) days; and

(2) if cure of such breach is not possible or if the breaching Party does not cure the breach or end the violation within fifteen (15) days, terminate the BAA.

(c) Effect of Termination. Upon termination of this BAA for any reason, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Destroy the remaining PHI that Business Associate still maintains in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

(4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 2(c) and 2(d) which applied prior to termination; and

(5) Destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this section 5 shall survive the termination of this BAA.

6. Miscellaneous.

(a) Regulatory References. Any reference in this BAA to a section of the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

(d) No Third-Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor shall anything in the BAA be deemed to confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(e) Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of New York.

HEALTHIESTYOU VIRTUAL CARE SERVICES EXHIBIT

This HealthiestYou Virtual Care Services Exhibit (the "Exhibit") is entered into on January 1, 2022 ("Effective Date"), by and between Teladoc Health, Inc. ("Teladoc Health") and CITY OF PANAMA BEACH ("Employer"), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated January 1, 2022 ("Agreement"), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the "Parties" and each individually as a "Party".

I. Introduction

A. Teladoc Health provides a suite of telehealth services, as more fully described below (collectively, the "HealthiestYou Virtual Care Services"), and has entered into a contract with one or more professional associations that employ and/or contract with physicians (collectively, the "Provider"), and for which Teladoc Health provides various operational and administrative services to the Provider. The physicians who are employed by, or under a contractual arrangement with, the Provider form a network that is designed to facilitate medical consultations provided by a physician who provides patient care via electronic exchange ("Consultation(s)") to individuals and groups desiring to purchase such Consultations. The arrangement between Teladoc Health and the Provider permits Teladoc Health to offer a program to its customers that consists of: (a) a network of providers who provide medical consultations via electronic exchange; and (b) support for the operation and administration of that network, as further described herein.

B. Employer desires to purchase the HealthiestYou Virtual Care Services for use by certain of its employees ("Employees") and their eligible dependents ("Eligible Dependents") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "Member(s)". A Member may opt-in to participate in the Primary360 Services as described below, and upon such participation the Member shall thereafter be defined as a "Participant."

II. Term and Termination

A. Teladoc Health will provide the HealthiestYou Virtual Care Services to Employer commencing on January 1, 2022 ("Start Date"). This Exhibit commences on the Effective Date and will continue in force for an initial term that will end on the third anniversary of the Start Date ("Initial Term"), unless terminated earlier pursuant to *Section II(B)* below. Unless otherwise agreed by the Parties, at the expiration of the Initial Term, the Exhibit will be extended automatically on a year-to-year basis, unless either Party has given written notice to the other at least 60 days prior to the scheduled expiration of the Exhibit of its election not to extend the Exhibit. Any extensions of this Exhibit past the Initial Term are referred to as "Renewal Term". The Initial Term and any Renewal Terms of this Exhibit are collectively referred to as the "Term."

B. In addition to the termination provisions outlined in *Section 2* of the Agreement, either Party may terminate this Exhibit for convenience on each anniversary of the Start Date by providing 60 days' advance written notice to the other Party.

III. HealthiestYou Virtual Care Services

A. During the Term, Teladoc Health will provide the HealthiestYou Virtual Care Services described in this Exhibit, which consist of HealthiestYou Virtual Care Services to Members and HealthiestYou Virtual Care Services to Employer. As used in this Exhibit, the following terms shall have the following meanings:

"Consultation" means a unit of the HealthiestYou Virtual Care Services for a Member (*for example, an instance of General Medical Consultation*).

"General Medical Physician" means a doctor who is licensed to practice medicine and/or osteopathic medicine and is contracted with the Provider to provide General Medical Consultations.

"PEPM" means "Per Employee Per Month," which the Parties recognize as a common term in the health care industry. For purposes of this Exhibit, PEPM is defined as the applicable rate paid by Employer to Teladoc Health for each Employee who is eligible to utilize the HealthiestYou Virtual Care Services each month.

B. HealthiestYou Virtual Care Services for Members. Teladoc Health will provide the following HealthiestYou Virtual Care Services to Members:

1. General Medical Services to Members. The General Medical Services include access to the General Medical Physicians, who are selected and engaged by the Provider to provide patient and Physician interaction, whereby the General Medical Physician may diagnose the patient's ailment, recommends therapy, and if necessary and appropriate, writes a non-DEA controlled prescription. The General Medical Services are designed to provide General Medical Physician access in the states where the Members live and travel. Each General Medical Physician shall be licensed to practice medicine and/or osteopathic

medicine, be technologically proficient, trained in General Medical Consultations, and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such General Medical Physician practices.

i. It is understood by the Parties that the General Medical Physicians will not prescribe any Drug Enforcement Agency ("DEA") controlled substances or narcotics and operate subject to applicable state regulations. Teladoc Health is not required to guarantee that the Member will receive a prescription, and only the Members who have completed the necessary steps to create the legally mandated doctor/patient relationship (as described herein) will receive General Medical Consultations. Those steps include: (i) completing a comprehensive electronic health record ("EHR"), either online or by telephone with a designated Teladoc Health representative (It being understood that, in the event the Member fails to complete the EHR, the Member will not have access to the General Medical Physicians, and Teladoc Health will so advise the Member when he/she accesses the General Medical Services); (ii) agreeing to Teladoc Health's Terms and Conditions confirming an understanding that the General Medical Physician is not obligated to accept the Member as a patient, and that the Member's participation in the General Medical Services may be cancelled at any time without recourse by the Member for reasons including but not limited to: abusive language, behavior, or conduct that is unlawful or illegal when participating in the General Medical Services; and (iii) the Member also understands and acknowledges that the General Medical Services provide General Medical Consultations only; if at any time a General Medical Physician or other provider determines that the Member's condition is a life-threatening emergency, he or she shall direct the Member to the nearest emergency facility.

ii. The General Medical Services consist of the following:

i. Included Services:

- General Medical Services: Toll-free access to telephone or web-based video General Medical Consultations provided by a General Medical Physician whereby the General Medical Physicians diagnose common or routine conditions, recommend treatment or direct the Member to contact his/her primary care physician, and if necessary and where appropriate, write a non-DEA controlled prescription. General Medical Services access is available on-demand 24 hours, 365 days per year. Members shall have the option to schedule General Medical Consultations currently between the hours of 7AM to 9PM local time, seven days a week, subject to availability.

ii. Optional Services:

- Caregiving: Allows Members to designate a third-party care recipient to receive a General Medical Consultation. Applicable General Medical Physician Consult Fees will apply. Employer may opt-out of Caregiving upon notice to Teladoc Health.

2. Teladoc Health shall maintain up to date eligibility information as provided by Employer pursuant to this Exhibit and will confirm the Member's eligibility prior to the delivery of the HealthiestYou Virtual Care Services to the Member. Teladoc Health has the right to limit or restrict the HealthiestYou Virtual Care Services in any state or jurisdiction where the provision of such services is or would be contrary to applicable rule, law or regulation and shall provide Employer written notice of such limitation or restriction within 30 days.
3. With respect to the delivery of the HealthiestYou Virtual Care Services and activities supporting the delivery of HealthiestYou Virtual Care Services, neither Teladoc Health nor the Provider is a business associate of Employer and is therefore providing such HealthiestYou Virtual Care Services as a covered entity. As such, Teladoc Health maintains compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA")), including but not limited to those changes adopted and incorporated by Section XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") known as Health Information Technology for Economic and Clinical Health ("HITECH").

C. HealthiestYou Virtual Care Services for Employer. Teladoc Health will provide the following services to Employer.

1. Account Support. Teladoc Health will be available to Employer to assist with the following:
   - Implementing the HealthiestYou Virtual Care Services
   - Launching the Member Engagement Package(s) described below, and monitoring its performance
   - Providing assistance to Employer in answering questions and resolving issues
   - Reviewing and explaining reporting
   - Providing initial training for Employer's designated employees (*e.g., HR personnel*) at the time of implementation. Notwithstanding the foregoing, Employer acknowledges and agrees that if Employer requests Teladoc Health to attend any events such as, but not limited to, enrollment meetings, health fairs, etc., Teladoc Health will charge additional fees for attendance as mutually agreed by the Parties.

2. Reporting. Teladoc Health will provide Employer with the following reporting:
   - Monthly standard utilization and savings reporting package*
   - If Employer requests Teladoc Health to prepare any non-standard reports that require information technology programming, Teladoc Health will charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary for such non-standard reporting program development.

     *The information included in any such report to Employer will be de-identified (*i.e.*, aggregated). In accordance with applicable law, Teladoc Health will not share any personal identifiable information of any Member with Employer in such reports.

3. Communications & Member Engagement. Fees include the following Member Engagement Package(s):
   i. Member Engagement Package:
      a. Teladoc Health will provide a template description of the HealthiestYou Virtual Care Services for use by the Employer to communicate the HealthiestYou Virtual Care Services to Employees. Any changes or modifications to such template description, and any and all materials used by the Employer or its agents to describe the HealthiestYou Virtual Care Services, must be approved in advance in writing by Teladoc Health prior to distribution. Such communications include, but are not limited to, those that are in written form, on websites, on the radio, on television, sent by email, sent by fax, etc. In addition, the Employer hereby authorizes Teladoc Health to communicate directly with the Members for the purpose of: (i) promoting the HealthiestYou Virtual Care Services and ancillary services or products related to the provision of virtual care; and (ii) treatment, payment, and health care operations of Teladoc Health.
      b. Teladoc Health will perform the following Member Engagement activities (*including postage and processing costs, if applicable*):
         - Eligibility Awareness: Create and deploy Welcome and Onboarding communications on an ongoing basis.
         - Benefit Education: Ongoing benefit education communications (*e.g. seasonal and reminder communications each year delivered by direct mail, email, and/or digital channels*).
         - Email Curriculum: Ongoing email curriculum targeting registered and non-registered Members to drive engagement in the HealthiestYou Virtual Care Services.
         - Access to Engagement Center: Access to a secure self-service Employer portal providing access to a repository of customizable communication pieces to support onboarding and increase awareness & utilization.

   Employer Responsibilities: Provide the Teladoc Health approved description of the HealthiestYou Virtual Care Services to Employees. Cooperate with Teladoc Health in implementing the HealthiestYou Virtual Care Services. Provide consistent contextual placement of content and messaging related to the HealthiestYou Virtual Care Services across all appropriate Employee touch-points (e.g. Employee Benefits Portal, Direct Outreach, Open Enrollment, Newsletters, etc…) Provide Teladoc Health with timely and accurate contact information for Employees, including: Name (first, last, middle initial), mailing address, and email address.

IV. Eligibility and Fees

A. Eligibility Files. By the 1st day of each month, Employer, or its third party administrator, shall deliver to Teladoc Health an accurate file identifying the number of Employees eligible to utilize the HealthiestYou Virtual Care Services in that month (the "Eligibility File") and their applicable contact information (including name, street address, and email address), in a format approved by Teladoc Health. If Employer, or its third party administrator, fails to deliver the Eligibility File by the 1st day of the month, then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. Alternatively and as applicable, Employer may either provide Eligibility File information via Teladoc Health's Client Site portal, or via a Real Time Eligibility (RTE) process, as mutually agreed by the Parties. If Employer subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health may charge the Employer an additional fee of two hundred dollars ($200) per hour, times that number of hours necessary to effect such modification.

B. Fees.
   1. Employer agrees to pay Teladoc Health the following fees (collectively, the "Fee"):
      i. a recurring PEPM Fee of US $7.00 for each Employee eligible to utilize the General Medical Services each month.
      ii. The PEPM Fee includes an assumption of up to 50% annual utilization of the General Medical Services (the "Utilization Target"). If actual annualized utilization exceeds the current year's Utilization Target, the PEPM Fee shall increase for the next Renewal Term by $0.50 for each 10% increment of utilization in excess of the Utilization Target. In addition, a new Utilization Target will be set for the next Renewal Term by rounding up the actual annualized utilization to the nearest 10%. For example, where the Utilization Target for the current year is 50%, if

actual annualized utilization in that year is 56%, the Utilization Target for the following year will be increased to 60% and the PEPM Fee for the following year will increase by $0.50. Such increase in the PEPM Fee will not exceed $2.00 in any Renewal Term.

2. The Fee is based on approximately 350 Employees in the Eligibility File each month.
3. With 60 days' advance written notice to Employer, the PEPM Fee set forth above may be increased on each anniversary of the Start Date by five (5%) percent rounded to the nearest penny if the Teladoc Health book of business pricing is being increased as a result of overall book of business results, even if actual utilization does not exceed the Utilization Target.

C. Payment of Fees.

1. Teladoc Health will submit an invoice to Employer on the 4th day of each month based on the Eligibility File delivered by Employer to Teladoc Health for that month ("Invoice"), and Employer agrees to pay such Invoice by the last day of that month. Notwithstanding the foregoing, should Employer determine an error was made in the Eligibility File, Employer may request a credit, not to exceed 5% of the monthly PEPM Fees paid by Employer to Teladoc Health for the corresponding month, as soon as practicable and in no event later than ninety (90) days after the end of the month to which the PEPM Fee pertains.
2. If applicable, Teladoc Health will submit an Invoice to Employer for Physician Consult Fees on the 1st day of each month with respect to Consultations that occurred within the prior thirty (30) day period, and Employer agrees to pay such Invoice by the last day of that month; *provided, however*, that if claims are sent via EDI 837 file transfer, Teladoc Health will submit an 837 transaction file for any Physician Consult Fee to the applicable healthcare payer.
3. Unless Employer directs otherwise in writing, Teladoc Health will deliver all Invoices for the HealthiestYou Virtual Care Services via email to the following email address: cjagers@pcbgov.com .
4. If any Fees due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the HealthiestYou Virtual Care Services until such amounts have been paid.

IN WITNESS WHEREOF, the Parties have caused this Exhibit to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health, Inc.		CITY OF PANAMA BEACH	
Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

ADDITIONAL SERVICES EXHIBIT

This Additional Services Exhibit (the "Exhibit") is entered into on January 1, 2022 ("Exhibit Effective Date"), by and between Teladoc Health, Inc. ("Teladoc Health") and CITY OF PANAMA BEACH ("Employer"), pursuant to the terms of the Teladoc Health Services Agreement entered into by the Parties, dated January 1, 2022, which includes a HealthiestYou Virtual Care Services Exhibit (collectively, the "Agreement"), the terms and conditions of which are incorporated by reference into this Exhibit. Teladoc Health and Employer shall be referred to herein as the "Parties" and each individually as a "Party". The Agreement shall be amended to include the additional provisions set forth below, and any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

I. Introduction

A. Teladoc Health provides a suite of telehealth services, which includes mental health, dermatology and nutrition services as more fully described below (collectively, the "Additional Services").

B. Employer desires to purchase the Additional Services for use by certain of its employees ("Employees") and their eligible dependents ("Eligible Dependents") as an additional benefit in connection with Employer's employee benefits program. "Eligible Dependent" means a "dependent," as defined under the Internal Revenue Code, I.R.C. § 152, or as may be mutually agreed between the Parties. Employees and Eligible Dependents are collectively and each referred to as "Member(s)".

II. Term and Termination

A. Teladoc Health will provide the Additional Services to Employer commencing on the Exhibit Effective Date. This Exhibit commences on the Exhibit Effective Date and will continue in force until the expiration of the Teladoc Services Exhibit to the Agreement ("Term").

III. MH Services

A. Teladoc Health provides a suite of telehealth services, which includes mental health services as more fully described below (the "MH Services"), and has entered into a contract with one or more professional associations (collectively, the "MH Provider") that employ and/or contract with various mental health practitioners, including psychiatrists, psychologists, clinical social workers, licensed professional counselors, mental health counselors, certified drug and alcohol abuse counselors, and marital and family therapists (each, a "MH Practitioner"), and for which Teladoc Health provides various operational and administrative services to the MH Provider. The MH Practitioners who are employed by, or under a contractual arrangement with, the MH Provider form a network that is designed to facilitate the provision of mental health consultations via electronic exchange ("MH Consultation(s)"). The arrangement between Teladoc Health and the MH Provider permits Teladoc Health to offer the MH Services to its customers that consist of: (a) a network of MH Practitioners who provide MH Consultations; and (b) support for the operation and administration of that network, as further described herein. During the Term, Teladoc Health will provide the MH Services described in this Exhibit.

B. MH Services for Members. Teladoc Health will provide the following MH Services to Members:

1. The MH Practitioners:

   i. *General*: The MH Services include access to the MH Practitioners who provide MH Consultations to Members by telephone or video conference in the MH Services' service area. The MH Services offer Members ongoing access to mental diagnostic services, talk therapy, and prescription medication management, when appropriate. The MH Practitioners are selected and engaged by the MH Provider to provide mental health clinical intake assessments, ongoing talk therapy, and medication management in accordance with mental health protocols and guidelines that are tailored to the telehealth industry.

   ii. *Types and Selection*: The MH Services are designed to allow the Member to select the type of MH Practitioner that will provide the MH Consultation. The following types of MH Practitioners are available under the MH Services:
   - Psychiatrists (MD/DO);
   - Psychologists (PhD);
   - Counselors (Masters);
   - Clinical Social Workers (Masters);
   - Therapists (Marriage and Family) (Masters); and
   - Substance Abuse Counselors.

   iii. *Requirements*: Each MH Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each MH Practitioner shall also be board certified in his/her field of practice as applicable, technologically proficient, trained in providing mental health counseling services, and covered by medical malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the MH Practitioner practices.

2. The MH Consultations:

   i. *Prerequisites*: In order for a Member to receive a MH Consultation, the Member must complete a comprehensive medical history and an assessment that is specific to the MH Services. This medical history may be completed

online or via the mobile app. If the Member fails to provide their comprehensive medical history, the Member will not have access to the MH Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a MH Consultation. In order for a Member to receive a MH Consultation, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form confirming an understanding that the MH Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the MH Services may be cancelled at any time without recourse by the Member.

ii. *Scheduling*: Teladoc Health will provide the Member with information identifying each MH Practitioner's licensure, specialties, gender and language, and will provide sufficient biographical information on each MH Practitioner to allow the Member to select the MH Practitioner from whom the Member wishes to receive treatment. The Member may schedule MH Consultations through Teladoc Health's website/mobile platform. When scheduling a subsequent MH Consultation, the Member may choose to receive the MH Consultation from a different MH Practitioner. Alternatively, a Member may choose the same MH Practitioner for any subsequent MH Consultation. There are no limitations on the number of MH Consultations a Member may receive.

iii. *Individual Sessions*: The Initial MH Consultation is expected to be 45 minutes in length on average, followed by requested subsequent visits. For visits conducted with a therapist other than a psychiatrist, subsequent requested visits are expected to be 45 minutes in length on average. Visits conducted by a Psychiatrist (subsequent to an initial visit with a Psychiatrist) will be shorter in length, for the purpose of a medication check-in (if applicable). Prior to each MH Consultation, the Member will be required to complete a brief intake assessment. A MH Practitioner may determine that the treatment of a Member's particular mental health issue would be managed more appropriately through in-person therapy. In such a case, the MH Practitioner will encourage the Member to make an appointment for an in-person visit. Employer acknowledges that the terms of the MH Services do not apply to any in-person visits between a Member and a MH Practitioner.

iv. *Clarifications*: Unlike General Medical Consultations, the MH Consultations:

- are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a MH Consultation with a MH Practitioner, and the MH Consultation with a particular MH Practitioner must occur within a time period for which the MH Practitioner is scheduled to support the MH Services;
- are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations; and
- are currently not available to Members who are minors.

3. Prescription Drug Formulary: The MH Services include a customized formulary of commonly-prescribed mental health medications (e.g., antidepressants, antianxiety, etc...). Medications may be prescribed only by MH Practitioners who are psychiatrists. Such MH Practitioners will generally issue a 30-day prescription, but may, in their discretion, issue a 90-day prescription. As is the case under the General Medical Services, MH Practitioners will not prescribe DEA controlled substances or narcotics under the MH Services. In the event a MH Practitioner elects to prescribe a DEA controlled substance or narcotic, or any other medication that is outside of the MH Services' formulary, the MH Practitioner shall refer the Member for an in-person visit, and the terms of the MH Services will not apply to such visit or to the prescription.

IV. Dermatology Services

A. Teladoc Health provides a suite of telehealth services, which includes dermatology services as more fully described below (the "Dermatology Services"), and has entered into a contract with one or more professional associations (collectively, the "Dermatology Provider") that employ and/or contract with various practitioners, including licensed dermatologists (each, a "Dermatology Practitioner"), and for which Teladoc Health provides various operational and administrative services to the Dermatology Provider. The Dermatology Practitioners who are employed by, or under a contractual arrangement with, the Dermatology Provider form a network that is designed to facilitate the provision of dermatology consultations via Teladoc Health's web-based message center using store-and-forward technology, telephone, or web-based video ("Dermatology Consultation(s)"). The arrangement between Teladoc Health and the Dermatology Provider permits Teladoc Health to offer the Dermatology Services to its customers that consist of: (a) a network of Dermatology Practitioners who provide Dermatology Consultations; and (b) support for the operation and administration of that network, as further described herein. During the Term, Teladoc Health will provide the Dermatology Services described in this Exhibit.

B. Dermatology Services for Members. Teladoc Health will provide the following Dermatology Services to Members:

1. The Dermatology Practitioners:

i. *General*: The Dermatology Services include access to the Dermatologist Practitioners who provide Dermatology Consultations to Members through an online message center using store-and-forward technology in the Dermatology Services' service area. The Dermatology Services offer Members access to upload photographs of their dermatological conditions to licensed dermatologists, who provide treatment and prescription medication, when appropriate. The Dermatologist Practitioners are selected and engaged by the Dermatology Provider to provide dermatological

assessments in accordance with standard dermatology protocols and guidelines that are tailored to the telehealth industry

ii. *Requirements*: Each Dermatologist Practitioner is required to satisfy all applicable state licensing laws in his/her field of practice. Each Dermatologist shall also be technologically proficient, trained in providing dermatology counseling services, and covered by medical malpractice insurance or other applicable liability insurance having limits equal to or greater than the minimum required amounts in the state where the Dermatologist Practitioner practices.

2. The Dermatology Consultations:

i. *Prerequisites*: In order for a Member to receive a Dermatology Consultation, the Member must complete Teladoc Health's medical history disclosure form (if they have not previously completed it), as well as a comprehensive Dermatology Intake Form prior to a Dermatology Consultation. The intake will consist of a Dermatology History section and an intake form for the condition for which the Member is seeking treatment describing the area of concern. This medical history may either be completed online or by telephone with a designated Dermatology Services representative. Additionally, the Member must upload at least three images of their condition prior to communicating with a Dermatology Practitioner. If the Member fails to complete the dermatology intake form or upload the required number of images, the Member will not have access to the Dermatologist Practitioners, and Teladoc Health will so advise the Member when he/she attempts to schedule a Dermatology Consultation. In order for a Member to receive a Dermatology Consultation, the Member must also agree to Teladoc Health's Informed Patient Consent and Release Form and Teladoc Health's Terms and Conditions confirming an understanding that the Dermatology Practitioner is not obligated to accept the Member as a patient, and that the Member's participation in the Dermatology Services may be cancelled at any time without recourse by the Member. Members will be allowed to request more than one (1) Dermatology Consultation at any given time.

ii. *Initial Dermatology Consultation*: The Member will be able upload a minimum of three (3) images and a maximum of five (5) images for the Dermatologist Practitioner to review. A Dermatologist Practitioner will respond to the Member's image submission via the Teladoc Health Message Center within two (2) business days of such submission. The Dermatologist Practitioner will either (a) determine that no additional information is required and provide a diagnosis and prescription, if appropriate; or (b) request additional information from the Member before making a diagnosis.

iii. *Member Follow-up*: The Member will have seven (7) days after diagnosis to respond to the Dermatologist Practitioner with follow-up questions via the Teladoc Health Message Center. The Member will be able to respond only once and may upload up to five (5) additional images in the response. The Member will not be charged for a one-time follow-up Dermatology Consultation question.

iv. *Subsequent Dermatology Consultations*: For subsequent Dermatology Consultations, the Member will have the option of selecting the same Dermatologist Practitioner with whom they had a prior Dermatology Consultation or a new Dermatologist Practitioner licensed in their state.

v. *Clarifications*: Unlike General Medical Consultations, the Dermatology Consultations:

- are not accessible 24 hours per day, 365 days per year. Rather, a Member must submit the required information for a Dermatology Consultation and will receive a response from a Dermatology Practitioner within two (2) business days; and
- are not intended to be provided in emergency situations. Rather, Teladoc Health will follow an internal emergency protocol that includes calling 911 in emergency situations.

V. Nutrition Services

A. During the Term, Teladoc Health will provide the NTRN Services described in this Addendum.

B. NTRN Services for Members. Teladoc Health will provide the following NTRN Services to Members:

1. The NTRN Program Coaches:

i. *General*: The NRTN Services include access to NRTN Program Coaches who provide NTRN Consultations to Members via electronic exchange. The NTRN Services offer Members access to the NTRN Program Coaches who assess and provide advice regarding the nutrition care of the Member. Each NTRN Consultation provides a personalized nutrition guide to the Member, along with various nutritional guidance support tools. The NTRN Services utilize current science-based nutrition guidelines while also incorporating assessments in accordance with standard protocols and guidelines. The NTRN Services are currently also available to Members who are minors (who are under the age of 18) with adult supervision.

ii. *Requirements*: Each NTRN Program Coach is a registered dietitian, and is required to have:

- earned a bachelor's degree;
- received a verification statement from an Accreditation Council for Education in Nutrition and Dietetics ("ACEND")-accredited program verifying that program requirements have been met;
- completed an ACEND-accredited supervised practice dietetic internship program;

- passed the Commission on Dietetic Registration's dietetic registration exam;
- gain licensure in their relevant State of practice, if applicable; and
- maintain required continuing education.
- The NTRN Program Coaches may have supplemental expert certifications in the areas of obesity and weight management, renal nutrition, pediatric nutrition, pediatric critical care nutrition, sports dietetics, gerontological nutrition, oncology nutrition, and/or be a Certified Diabetes Educator.

2. The NTRN Consultations:
   i. *Prerequisites*: In order for a Member to receive NTRN Consultations, the Member is required to complete a medical history and nutrition questionnaire to provide clinical data to the NTRN Program Coach to review and assess prior to the NTRN Consultation.
   ii. *Scheduling*: Teladoc Health will provide the Member with information identifying each NTRN Program Coach's licensure, specialties, gender and language, and will provide sufficient biographical information on each NTRN Program Coach to allow the Member to select the NTRN Program Coach from whom the Member wishes to receive coaching. The Member may schedule NTRN Consultations through Teladoc Health's website/mobile platform. The Initial NTRN Consultation provides a complete personalized nutrition plan. Should the Member choose to initiate any follow-up NTRN Consultation(s), they will be scheduled accordingly. Members receive confirmation emails showing the date and time of scheduled NTRN Consultations.
   iii. *Clarifications*: Unlike the General Medical Consultations, the NTRN Consultations:
      - are not accessible 24 hours per day, 365 days per year. Rather, a Member must schedule a NTRN Consultation with a NTRN Program Coach, and the NTRN Consultation with a particular NTRN Program Coach must occur within a time period for which the NTRN Program Coach is scheduled to support the NTRN Services; and
      - are not intended to be provided in emergency situations. Rather, the NTRN Services will follow an internal emergency protocol that includes calling 911 in emergency situations.

VI. Additional Services Fees

A. MH Services Fees.
   1. Employer agrees to pay Teladoc Health the following fees in connection with the MH Services:
      i. There will be no additional PEPM Fees charged to the Employer for the MH Services.
      ii. The following MH Consult Fee(s), which shall be payable by the Member at the time of the MH Consultation by credit card or debit card. Employer shall pay any portion of the MH Consult Fee(s) which was not charged to the Member as a copay at the time of the MH Consultation. Employer shall provide Teladoc Health with thirty (30) days' advance notice of requested modifications to Member co-pay structure(s):
         - $220.00 per initial MH Consultation with a psychiatrist;
         - $100.00 per each subsequent MH Consultation with a psychiatrist; and
         - $90.00 per MH Consultation with a therapist other than a psychiatrist.
   2. The MH Consult Fees may be changed or modified by Teladoc Health upon thirty (30) days' prior written or e-mail notice of such change or modification by Teladoc Health to the Employer. However, no increase in the MH Consult Fees shall occur prior to the first anniversary of the Exhibit Effective Date.

B. Dermatology Services Fees.
   1. Employer agrees to pay Teladoc Health the following fees in connection with the Dermatology Services:
      i. There will be no additional PEPM Fees charged to the Employer for the Dermatology Services.
      ii. The following Dermatology Consult Fee(s), which shall be payable by the Member at the time of the Dermatology Consultation by credit card or debit card. Employer shall pay any portion of the Dermatology Consult Fee(s) which was not charged to the Member as a copay at the time of the Dermatology Consultation. Employer shall provide Teladoc Health with thirty (30) days' advance notice of requested modifications to Member co-pay structure(s):
         - $85.00 per Dermatology Consultation; and
         - $0.00 for a one-time follow-up Dermatology Consultation question.
   2. The Dermatology Consult Fees may be changed or modified by Teladoc Health upon thirty (30) days' prior written or e-mail notice of such change or modification by Teladoc Health to the Employer. However, no increase in the Dermatology Consult Fees shall occur prior to the first anniversary of the Exhibit Effective Date.

C. Nutrition Fees.
   1. Employer agrees to pay Teladoc Health the following fees in connection with the NTRN Services:
      i. There will be no additional PEPM Fees charged to the Employer for the NTRN Services.

ii. The following NTRN Consult Fee(s), which shall be payable by the Member at the time of the NTRN Consultation by credit card or debit card. Employer shall pay any portion of the NTRN Consult Fee(s) which was not charged to the Member as a copay at the time of the NTRN Consultation. Employer shall provide Teladoc Health with thirty (30) days' advance notice of requested modifications to Member co-pay structure(s):

- $59.00 per NTRN Consultation

2. The NTRN Consult Fees may be changed or modified by Teladoc Health upon thirty (30) days' prior written or e-mail notice of such change or modification by Teladoc Health to the Employer. However, no increase in the NTRN Consult Fees shall occur prior to the first anniversary of the Addendum Effective Date.

VII. Other Terms & Conditions

The terms and conditions set forth in the Agreement shall apply to the Additional Services in the same manner that such sections apply to the HealthiestYou Virtual Care Services.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Mel Leonard, Building & Planning	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends the City Council conduct the Second Reading/Public Hearing and approve the Small-Scale Future Land Use Map Amendment request.

4. AGENDA: REGULAR AGENDA - DISCUSSION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The St. Joe Company has requested a Small-Scale (less than 50 acres) Future Land Use Map Amendment from Agriculture to Multi-Family Residential and a Rezoning request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential). The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park. The requests are accompanied by a Development Agreement created to incorporate recommendations of the Planning Board. The Development Agreement further restricts development of the property by the following: 1) the maximum number of dwelling units shall be limited to 100; and, 2) the maximum allowable building height shall be limited to 35 feet. The City Council conducted a First Reading of the request on October 28, 2021.

Ord 1568.Grffin Blvd. Comp Plan.2nd Reading.pdf
Griffin legal description.pdf
Planning Board Order Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

ORDINANCE NO 1568

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO MULTI-FAMILY RESIDENTIAL; DESIGNATING FOR MULTI-FAMILY RESIDENTIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 9.712 ACRES; SAID PARCEL LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MULTI-FAMILY RESIDENTIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, The St. Joe Company (the "Applicant") submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on August 11, 2021, and recommended approval of the request by a vote of 3-2; and

WHEREAS, on November 10, 2011, as required by Section 163.3187, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel have been met.

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

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

SEE ATTACHED AND INCORPORATED EXHIBIT "A"

and the City's Future Land Use Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED and ADOPTED at the special meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of November, 2021.

_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the __25th_ day of __October__ , 2021.
POSTED on **pcbgov.com** on the 28th day of October, 2021.

_____
Lynne Fasone, City Clerk

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 87 DEGREES 21 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 99.76 FEET TO THE WEST BOUNDARY LINE OF A GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 01 DEGREE 55 MINUTES 49 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 758.67 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, BEACH COMMENCE PARK, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID BEACH COMMENCE PARK AS FOLLOWS: NORTH 58 DEGREES 16 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1,758.57 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 58.10 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 4135, PAGE 14 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY PROCEED NORTH 28 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION, FOR A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY PROCEED NORTH 7 DEGREES 49 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 177.68 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 84.76 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 41.01 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 12.30 FEET; THENCE NORTH 41 DEGREES 4 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE NORTH 27 DEGREES 50 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 50.55 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 72.18 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 17.77 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 91.31 FEET; THENCE NORTH 9 DEGREES 13 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 77.91 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 6 SECONDS WEST, FOR A DISTANCE OF 36.68 FEET; THENCE NORTH 12 DEGREES 27 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.12 FEET; THENCE NORTH 4 DEGREES 11 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 42.06 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 83.34 FEET; THENCE

NORTH 24 DEGREES 29 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 28.27 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 41.73 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 66.71 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 63.44 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.32 FEET; THENCE NORTH 12 DEGREES 42 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 32.13 FEET; THENCE NORTH 24 DEGREES 18 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 77.74 FEET; THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 93.74 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 73.66 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 42.98 FEET; THENCE NORTH 39 DEGREES 4 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 52.24 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 14.73 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 75.76 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 9 SECONDS WEST, FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 70.08 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 5 SECONDS WEST, FOR A DISTANCE OF 84.27 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 78.90 FEET TO A POINT ON THE BOUNDARY LINE OF CONSERVATION PARK AS RECORDED IN OFFICIAL RECORDS BOOK 3012, PAGE 1556 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 54 DEGREES 28 MINUTES 49 SECONDS EAST, ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 941.55 FEET TO THE AFORESAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION; THENCE SOUTH 27 DEGREES 47 MINUTES 57 SECONDS WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 1,454.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.712 ACRES, MORE OR LESS.

SUBJECT TO:
A COMMON ROAD EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2568, PAGE 1714 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND A NON-EXCLUSIVE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: **Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Agriculture to Multifamily and a Rezoning from Agriculture Rural Residential to R-3 for 9.92 acres, Parcel ID 35288-000-000.**

Submitted by: The St. Joe Company

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on August 11, 2021, for a Small-Scale Plan Amendment to change the Future Land Use Map from Agriculture to Multifamily, a Rezoning from Agriculture Rural Residential to R-3 for 9.92 acres, Parcel ID 35288-000-000, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The St. Joe Company ("The Applicant") is the owner of an 9.92 acre vacant parcel located on the northwest border of Griffin Boulevard (the "Subject Property"). The Subject Property is bordered on the north by the City of Panama City Beach Conservation Park zoned Conservation. The Subject Property is bordered to the west by property zoned Agricultural & Rural Residential (AR), on the east across Griffin Boulevard by a parcel zoned Agriculture & Rural Residential and M-1, and on the south by land zoned M-1.
2. The Subject Property is currently designated on the Future Land Use Map as Agricultural (AG). This category is designated for farming, silviculture, pastoral, and utilitarian areas.
3. The Subject Property is currently zoned Agricultural & Rural Residential (AR) which allows 1 residential dwelling unit per 10 acres with a maximum floor area ratio of 10%. AR zoning allows for single family residential dwelling units and accessory uses, parks, and many other recreational and public facility uses.
4. The Applicant proposes to amend the Future Land Use Map to Multi-Family

which is to be utilized for single and multi-family dwellings, churches, schools, businesses, and other professional service structures. The Comprehensive Plan has identified a need for future Multi-Family Residential land designations.

5. Contingent upon the approval of the Future Land Use Map Small Scale Comprehensive Plan Amendment, the Applicant requests to rezone the Subject Property to Unlimited Multi-Family (R-3). R-3 zoning allows for single and multi-family dwellings, limited commercial uses, lodging accommodations and schools.

6. The Applicant's stated purpose for the request is to develop the property for multi-family housing and the rezoning would allow to increase the density of the development from 1 unit per 10 acres to 40 units per acre.

7. The Applicant presented competent substantial evidence in support of its rezoning, including but not limited to the information required by section 10.02.02 of the City's Land Development Code, general maps and an analysis of the proposed changes consistency with the Comprehensive Plan.

8. Concurrently with the application for rezoning, the Applicant sought a Small Scale Plan Amendment to amend the Future Land Use Map of the Subject Property from Agricultural to Multi-Family Residential. In support of this amendment, the Applicant submitted detailed information regarding the proposed development contemplated as a result of the amendment.

9. Planning Department Staff reviewed the application and testified that the application for rezoning met all the requirements of the Land Development Code in conjunction with the Applicant's request for a Small Scale Comprehensive Plan amendment.

10. Planning Department Staff delivered information to the Planning Board that recommended approval of the plan amendment and rezoning request.

11. The Applicant testified that the use of the property would be limited to 100 total dwelling units and that each structure would be limited to a maximum building height of 35 feet. The Planning Board and Applicant agreed that the parties would negotiate the entry of a development agreement in furtherance of this testimony based upon the public interests in limiting density, visual clutter, and excess noise in such close proximity to the City's Conservation Park which is highly regarded

as a nature retreat for residents and visitors.

12. The Applicant presented competent, substantial evidence regarding the proposed rezoning which meets the requirements of the Land Development Code and, when taken in conjunction with the proposed Comprehensive Plan Amendment, achieves the objectives of the City's Land Development Code and Comprehensive Plan.

CONCLUSIONS OF LAW

13. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04, 10.07.02, and 10.08.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing considering the application for rezoning the site and a legislative hearing considering the application for an amendment to the City's Comprehensive Plan. Pursuant to the City's Land Development Code, the Planning Board is charged with making a recommendation to the City Council on whether the requests should be granted by adoption of ordinances.

14. Based upon the testimony of the Applicant, the City staff report, the documents submitted in support of the applications, the rezoning and Comprehensive Plan Amendment warrants a recommendation that the City Council approve the applications.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject Small Scale Plan Amendment / Rezoning are hereby recommended for **APPROVAL** and accordingly, the associated Ordinances should be **ADOPTED.**

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

DONE this 8th day of September, 2020.

, Chairman

JOSH WAKSTEIN, CHAIRMAN

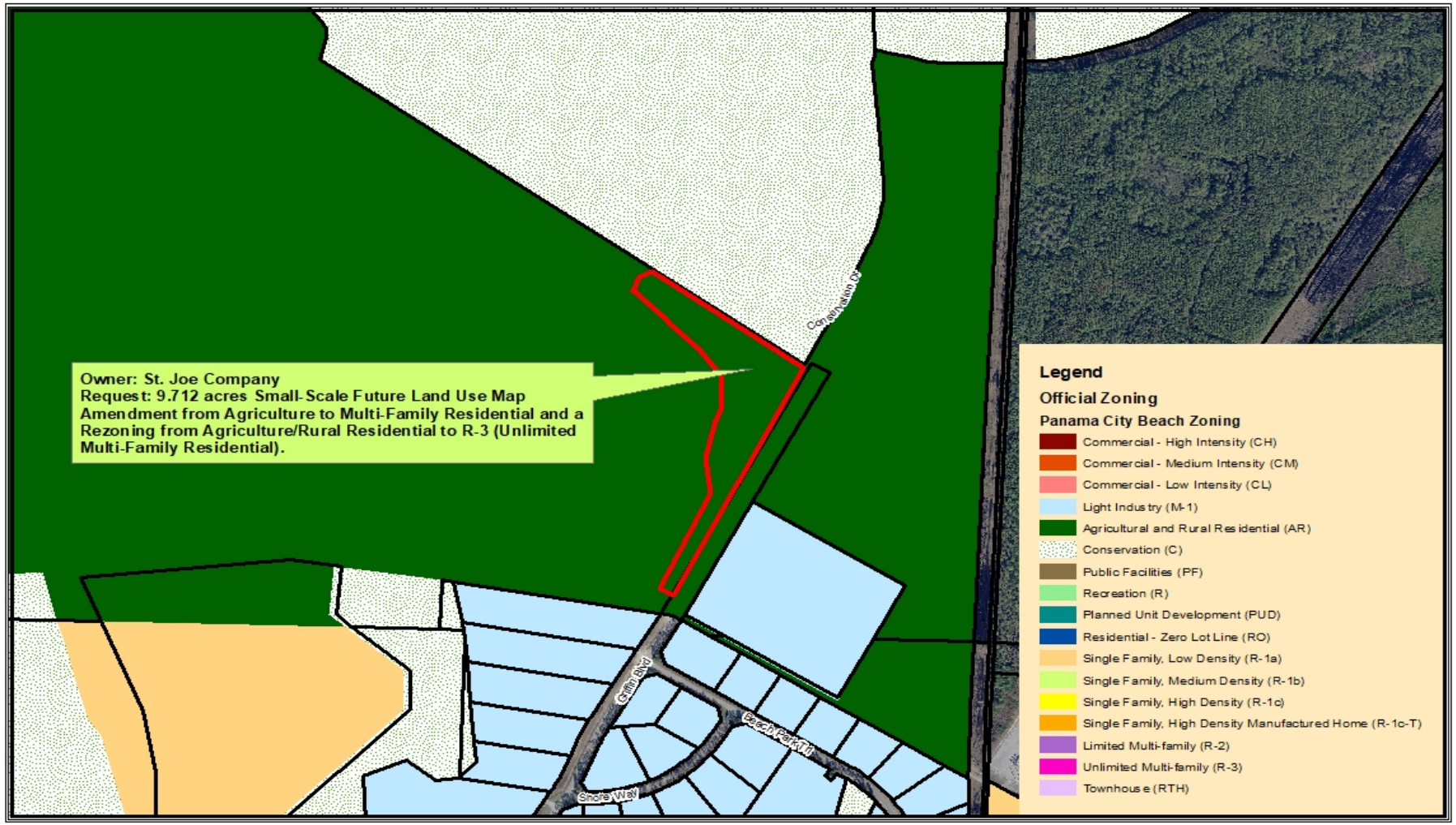
ATTEST:

ANDREA CHESTER, CLERK OF THE PLANNING BOARD

St. Joe Company Requests

- Small-Scale (less than 50 acres) Future Land Use Map Amendment request from Agriculture to Multi-Family Residential and a Rezoning Request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential).
- The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park.

Small-Scale Plan Amendment and Rezoning

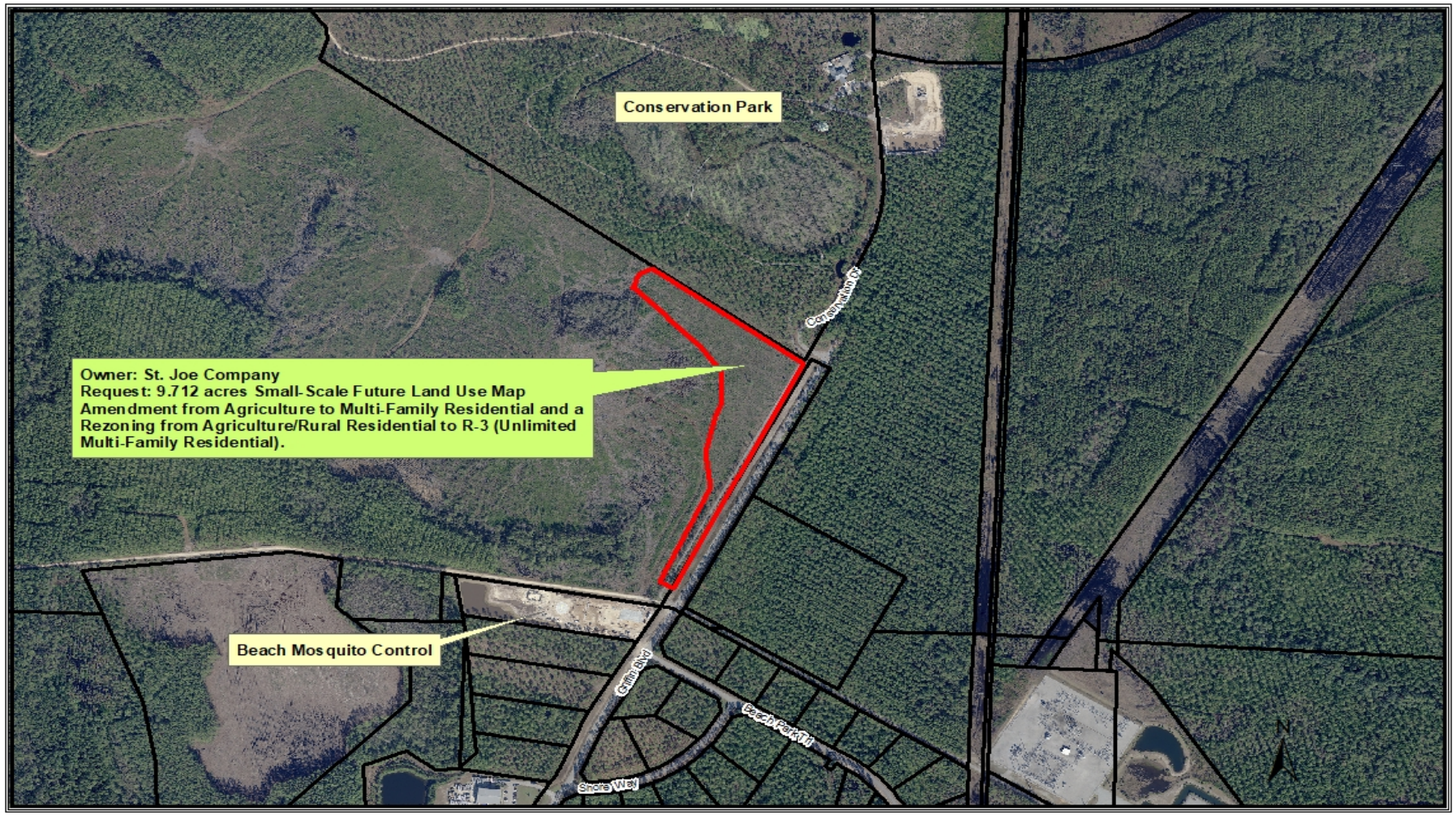


0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Small-Scale Plan Amendment and Rezoning



0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Proposed Development Agreement Limitations

1. The maximum number of dwelling units on the property shall be limited to 100;
2. The maximum allowable building height shall be limited to 35 feet; and,
3. A disclosure will be placed in rental agreements acknowledging the proximate location of the Beach Mosquito Control Helipad.

Public Notices

copies can be distributed to Board members for advance review and hearing preparation purposes. Any person desiring to speak in person may appear at the public hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Any person requiring a special accommodation at this meeting due to disability or physical impairment or needing an interpreter to participate in this proceeding should contact the Agency at 850-400-PACE at least 48 hours prior to the meeting. If hearing impaired, Florida Relay Service numbers for assistance are (800) 955-8771 (tdd) or (800) 955-8770 (voice).

By Order of the Board of Directors of the Florida PACE Funding Agency.

10/11, 10/18, 10/25 & 11/1/2021

NOTICE OF COMPREHENSIVE PLAN AMENDMENT AND LAND USE CHANGE

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinances. Adoption of these ordinances may change the actual list of permitted, conditional, or prohibited uses for the property described in these ordinances.

ORDINANCE NO 1568

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO MULTI-FAMILY RESIDENTIAL; DESIGNATING FOR MULTI-FAMILY RESIDENTIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 9.712 ACRES; SAID PARCEL LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MULTI-FAMILY RESIDENTIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

AND

ORDINANCE NO 1569

AN ORDINANCE REZONING FROM AGRICULTURE AND RURAL RESIDENTIAL (AR) TO MULTI-FAMILY RESIDENTIAL (R-3) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 9.712 ACRES; LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinances will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA
10/25/2021
6384498

PUBLIC HEARING NOTICE TO CONSIDER DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the following described Development Agreement shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing at its regular meeting to be conducted at 9:00 a.m. on October 28, 2021, to wit:

A Development Agreement proposed to be entered into between the City Council of the City of Panama City Beach, Florida, and The St. Joe Company, a Florida corporation, authorized to do business in the State of Florida. The land which is the subject of the Development Agreement is located at the end of Griffin Boulevard in Panama City Beach, Florida.

A second public hearing will be held at 6:00 p.m. on November 10, 2021, also in the City Council Chambers at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. At the conclusion of the second public hearing the Development Agreement may be adopted.

The total acreage of the property which is the subject of the Development Agreement is approximately 9.712 acres. The proposed zoning of the property subject to this Agreement is Multi-Family Residential (R-3). The proposed comprehensive plan designation of the property will be Multi-Family Residential. The proposed uses of the property may include residential, lodging accommodations, ponds and open space, and amusements. The proposed population density is 100 total units. The proposed building intensity is 80% or less impervious surface coverage, and 80% floor area ratio.

Development on that portion of the parcel located within the Front Beach Road 2 Overlay (FBO-2) District shall not exceed a building height of 35 feet. Development on that portion of the parcel outside of the Front Beach Road Overlay District shall not exceed a building height of 65 feet.

A copy of the Development Agreement including the legal description of the subject land can be obtained from the Panama City Beach Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida.

Any person requiring a special accommodation at the public hearing because of a disability or physical impairment should contact Lynne Fasone, Panama City Beach City Clerk, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or by phone at (850) 233-5100 at least five (5) calendar days before the public hearing at which the accommodation is needed. If you are hearing or speech impaired and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System which can be reached at (850) 955-8770 (voice) or (800) 955-8771.

In accordance with Florida Statute Section 286.0105, if any person decides to appeal any decision made with respect to any matter considered at the public hearing, such person will need a record of the proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ALL INTERESTED PERSONS seeking to be heard on the adoption of the Development Agreement amendment are invited to be present at the public hearings.

CITY OF PANAMA CITY BEACH, FLORIDA
By: Lynne Fasone, City Clerk
10/15/2021
10/25/2021
6392966

NOTICE OF PUBLIC HEARING ON COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN that the City Commission of the City of Springfield, Florida, will hold a public hearing to consider adoption of the following entitled proposed ordinance.

ORDINANCE NO. 575

AN ORDINANCE AMENDING ORDINANCE 484, KNOWN AS THE CITY OF SPRINGFIELD 2025 COMPREHENSIVE PLAN; AMENDING SECTION VIII, PLAN ELEMENTS, TO ADD NEW SECTION VIII-11, PRIVATE PROPERTY RIGHTS ELEMENT REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinance will be held on November 1, 2021, at 5:30 p.m. or as soon after as may be heard, at the City's regular meeting at the Springfield City Hall, located at 408 School Avenue. All interested persons are encouraged to attend and be heard. During the public hearing, the ordinance will be presented to the City Commission for adoption. The ordinance may be adopted during or immediately following the public hearing.

The public is invited to view the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Clerk at 408 School Avenue, Springfield, FL, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

If a person decides to appeal any decision made by the City Commission 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 to be based.

Any person requiring a special accommodation to participate in the meeting because of a disability or physical impairment should contact the Springfield City Clerk at 408 School Avenue, Springfield, Florida 32401 or by phone at (850) 258-2766 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF SPRINGFIELD, FL
10/25/2021
6434585

Public Sale

Notice of Self Storage Sale

Please take notice USA Storage Centers - MLK at 2501 Martin Luther King Jr. Blvd Panama City FL 32405 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an online auction via www.storageauctions.com at 11/4/2021 at 10:00AM. Unless stated otherwise the description of the contents are household goods and furnishings. Kimberly Russ unit #124; Jared Hicks unit #357; Amber Stevens unit #368; Donnell McClendon unit #415; Perry Gainer unit #565; Jeff McCulley/Gulf Coast Construction unit #655. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

10/18, 10/25/2021

Notice is hereby given that Storage Pros self-storage, located at 2726 15th St, Panama City, FL 32405, will be holding an online auction at storageauctions.com on November

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends the City Council conduct the Second Reading and Quasi-Judicial Public Hearing, and approve the Rezoning request.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The St. Joe Company has requested a Small-Scale (less than 50 acres) Future Land Use Map Amendment from Agriculture to Multi-Family Residential and a Rezoning request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential). The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park. The requests are accompanied by a Development Agreement created to incorporate recommendations of the Planning Board. The Development Agreement further restricts development of the property by the following: 1) the maximum number of dwelling units shall be limited to 100; and, 2) the maximum allowable building height shall be limited to 35 feet. The City Council conducted a First Reading of the request on October 28, 2021.

Ord 1569.Griffin Blvd.Rezoning Request.2nd Reading.pdf
Griffin legal description.pdf
Planning Board Order Griffin Blvd.pdf
Planning Board PACKET Griffin Blvd.pdf
Planning Board Minutes Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin FLUM Rezoning adoption ad.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

ORDINANCE NO 1569

AN ORDINANCE REZONING FROM AGRICULTURE AND RURAL RESIDENTIAL (AR) TO MULTI-FAMILY RESIDENTIAL (R-3) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 9.712 ACRES; LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, The St. Joe Company, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from Agriculture and Rural Residential (AR) to Multi-Family Residential (R-3); and

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

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on August 11, 2021, and recommended approval of the request by a vote of 3-2; and

WHEREAS, after consideration of evidence adduced in a properly advertised public hearing conducted on October 28, 2021, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

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

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from Agricultural and Rural Residential (AR) to Multi-Family Residential (R-3), to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT “A”

and the City’s Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1568 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the special meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of November, 2021.

_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
Mark Sheldon, Mayor

PUBLISHED in the Panama City News-Herald on the __25th_ day of __October__ , 2021.
POSTED on **pcbgov.com** on the 28th day of October, 2021.

_____
Lynne Fasone, City Clerk

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 87 DEGREES 21 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 99.76 FEET TO THE WEST BOUNDARY LINE OF A GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 01 DEGREE 55 MINUTES 49 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 758.67 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, BEACH COMMENCE PARK, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID BEACH COMMENCE PARK AS FOLLOWS: NORTH 58 DEGREES 16 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1,758.57 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 58.10 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 4135, PAGE 14 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY PROCEED NORTH 28 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION, FOR A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY PROCEED NORTH 7 DEGREES 49 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 177.68 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 84.76 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 41.01 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 12.30 FEET; THENCE NORTH 41 DEGREES 4 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE NORTH 27 DEGREES 50 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 50.55 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 72.18 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 17.77 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 91.31 FEET; THENCE NORTH 9 DEGREES 13 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 77.91 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 6 SECONDS WEST, FOR A DISTANCE OF 36.68 FEET; THENCE NORTH 12 DEGREES 27 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.12 FEET; THENCE NORTH 4 DEGREES 11 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 42.06 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 83.34 FEET; THENCE

NORTH 24 DEGREES 29 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 28.27 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 41.73 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 66.71 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 63.44 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.32 FEET; THENCE NORTH 12 DEGREES 42 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 32.13 FEET; THENCE NORTH 24 DEGREES 18 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 77.74 FEET; THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 93.74 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 73.66 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 42.98 FEET; THENCE NORTH 39 DEGREES 4 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 52.24 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 14.73 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 75.76 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 9 SECONDS WEST, FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 70.08 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 5 SECONDS WEST, FOR A DISTANCE OF 84.27 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 78.90 FEET TO A POINT ON THE BOUNDARY LINE OF CONSERVATION PARK AS RECORDED IN OFFICIAL RECORDS BOOK 3012, PAGE 1556 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 54 DEGREES 28 MINUTES 49 SECONDS EAST, ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 941.55 FEET TO THE AFORESAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION; THENCE SOUTH 27 DEGREES 47 MINUTES 57 SECONDS WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 1,454.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.712 ACRES, MORE OR LESS.

SUBJECT TO:
A COMMON ROAD EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2568, PAGE 1714 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND A NON-EXCLUSIVE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

IN RE: **Request for a Small-Scale Plan Amendment to change the Future Land Use Map from Agriculture to Multifamily and a Rezoning from Agriculture Rural Residential to R-3 for 9.92 acres, Parcel ID 35288-000-000.**

Submitted by: The St. Joe Company

ORDER

THE PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial/Legislative Hearing held on this matter on August 11, 2021, for a Small-Scale Plan Amendment to change the Future Land Use Map from Agriculture to Multifamily, a Rezoning from Agriculture Rural Residential to R-3 for 9.92 acres, Parcel ID 35288-000-000, makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The St. Joe Company ("The Applicant") is the owner of an 9.92 acre vacant parcel located on the northwest border of Griffin Boulevard (the "Subject Property"). The Subject Property is bordered on the north by the City of Panama City Beach Conservation Park zoned Conservation. The Subject Property is bordered to the west by property zoned Agricultural & Rural Residential (AR), on the east across Griffin Boulevard by a parcel zoned Agriculture & Rural Residential and M-1, and on the south by land zoned M-1.
2. The Subject Property is currently designated on the Future Land Use Map as Agricultural (AG). This category is designated for farming, silviculture, pastoral, and utilitarian areas.
3. The Subject Property is currently zoned Agricultural & Rural Residential (AR) which allows 1 residential dwelling unit per 10 acres with a maximum floor area ratio of 10%. AR zoning allows for single family residential dwelling units and accessory uses, parks, and many other recreational and public facility uses.
4. The Applicant proposes to amend the Future Land Use Map to Multi-Family

which is to be utilized for single and multi-family dwellings, churches, schools, businesses, and other professional service structures. The Comprehensive Plan has identified a need for future Multi-Family Residential land designations.

5. Contingent upon the approval of the Future Land Use Map Small Scale Comprehensive Plan Amendment, the Applicant requests to rezone the Subject Property to Unlimited Multi-Family (R-3). R-3 zoning allows for single and multi-family dwellings, limited commercial uses, lodging accommodations and schools.

6. The Applicant's stated purpose for the request is to develop the property for multi-family housing and the rezoning would allow to increase the density of the development from 1 unit per 10 acres to 40 units per acre.

7. The Applicant presented competent substantial evidence in support of its rezoning, including but not limited to the information required by section 10.02.02 of the City's Land Development Code, general maps and an analysis of the proposed changes consistency with the Comprehensive Plan.

8. Concurrently with the application for rezoning, the Applicant sought a Small Scale Plan Amendment to amend the Future Land Use Map of the Subject Property from Agricultural to Multi-Family Residential. In support of this amendment, the Applicant submitted detailed information regarding the proposed development contemplated as a result of the amendment.

9. Planning Department Staff reviewed the application and testified that the application for rezoning met all the requirements of the Land Development Code in conjunction with the Applicant's request for a Small Scale Comprehensive Plan amendment.

10. Planning Department Staff delivered information to the Planning Board that recommended approval of the plan amendment and rezoning request.

11. The Applicant testified that the use of the property would be limited to 100 total dwelling units and that each structure would be limited to a maximum building height of 35 feet. The Planning Board and Applicant agreed that the parties would negotiate the entry of a development agreement in furtherance of this testimony based upon the public interests in limiting density, visual clutter, and excess noise in such close proximity to the City's Conservation Park which is highly regarded

as a nature retreat for residents and visitors.

12. The Applicant presented competent, substantial evidence regarding the proposed rezoning which meets the requirements of the Land Development Code and, when taken in conjunction with the proposed Comprehensive Plan Amendment, achieves the objectives of the City's Land Development Code and Comprehensive Plan.

CONCLUSIONS OF LAW

13. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04, 10.07.02, and 10.08.02 of the City's Land Development Code, the Planning Board has jurisdiction to conduct a quasi-judicial hearing considering the application for rezoning the site and a legislative hearing considering the application for an amendment to the City's Comprehensive Plan. Pursuant to the City's Land Development Code, the Planning Board is charged with making a recommendation to the City Council on whether the requests should be granted by adoption of ordinances.

14. Based upon the testimony of the Applicant, the City staff report, the documents submitted in support of the applications, the rezoning and Comprehensive Plan Amendment warrants a recommendation that the City Council approve the applications.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject Small Scale Plan Amendment / Rezoning are hereby recommended for **APPROVAL** and accordingly, the associated Ordinances should be **ADOPTED.**

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

DONE this 8th day of September, 2020.

, Chairman

JOSH WAKSTEIN, CHAIRMAN

ATTEST:

ANDREA CHESTER, CLERK OF THE PLANNING BOARD

DATA AND ANALYSIS

I. **APPLICANT:** St. Joe Company

II. **PROJECT LOCATION:** Approximately 9.92 Acres

III. **REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning for 9.92 acres. The applicant is requesting a change from Agriculture Future Land Use designation to Multi Family and a Rezoning from "AR" Agriculture Rural Residential to "R3" Multi Family.

IV. **REASON FOR REQUEST:** To increase the density from 1 dwelling unit per 10 acres to 40 units per acre to allow for the development of Multi Family units on the subject site.

VI. **SITE EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. Transportation Facilities:

Panama City Beach Parkway: According to the Panama City Metropolitan Planning Organization's Congestion Management System Plan, the adjacent segment of Panama City Beach Parkway has an annual average daily traffic volume of 30,000 trips with a maximum allowable volume of 39,800 trips. Committed trips on this segment total 910 therefore this segment has a remaining capacity of 8,890 trips.

The applicant will be required to submit a detailed traffic impact analysis as part of the Development Order review process, which depicts the number of peak hour trips. Impacts to failing roadways as a result of development on the subject site will require a financial contribution to fund future capacity improvements to those impacted roadway segments. It is

anticipated that future development on the subject site will add a minimal amount of traffic to failing sections of PCB Parkway.

2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2020 through December 31, 2020 ranged from 4.33 mgd to 10.28 mgd on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided average flows between 1.10 and 4.28 mgd of irrigation water per month in the last calendar year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand. A site for a second wastewater treatment facility has been purchased and preliminary planning for development has begun. Once completed, the second facility will provide additional capacity and will be interconnected with the existing system for enhanced reliability and load sharing.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) was available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020.

The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage

tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day for planning purposes. Despite the COVID pandemic, daily water demand for January 1, 2020 through December 31, 2020 were comparable with 2019, ranging from 11.08 mgd to 17.04 mgd on a monthly average, with an annual average of 13.43 mgd. The maximum single-day demand was 18.90 mgd. The County's projected available capacity to supply potable water to the City in 2020 is 30.90 mgd, leaving an excess monthly average capacity ranging from mgd to 13.86 mgd with an annual average excess of 17.47 mgd. The excess on the single-day maximum was 12.00 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 2% of total potable water consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

4. Stormwater:

The City has developed a stormwater master plan. This process involved identifying and correcting existing deficiencies, establishing priorities for drainage facilities and replacement based on an adopted level of service standard. Currently the City regulates the review of drainage plans for new developments and redevelopments. The City adopted a stormwater ordinance in 1994, which regulates the quantity and quality of runoff. The ordinance was updated in 2007 to clarify and strengthen certain sections, though the core principles are unchanged. The level of service for stormwater quantity is: Peak post development runoff shall not exceed peak pre-development runoff rates based upon the 25-year critical duration storm if the development provides a positive direct discharge into either a public stormwater system with sufficient capacity or into estuarine water bodies. It must be proven that the public stormwater system has sufficient capacity in excess of a 25-year critical storm event. Otherwise, attenuation of the 100-year critical duration storm must be taken into account. Most new projects fall within the requirement to attenuate the 100-year critical storm. In addition, many new projects are now located within the Federal Emergency Management Agency (FEMA) Special Flood Hazard Area. As part of being a community within the National Flood Insurance Program (NFIP) all projects within the City limits that are located in these flood zones

must analyze the 100-year storm and establish base flood elevations per their regulations. The City ensures compliance with these regulations. The level of service standard for water quality is: The stormwater treatment systems must provide a level of treatment within 72 hours for the stormwater runoff from the first 1 inch of rainfall for projects and drainage basins of 100 acres or more, or as an option for projects with drainage basins less than 100 acres, the first ½ inch of runoff. The City also falls within the regulation of the Northwest Florida Water Management District (NWFWMD) and therefore is subject to the rules of the Environmental Resource Permit (ERP) process. The more restrictive policy for either process will apply.

During the Development Order Review process, the applicant will be required to submit plans and data to the Public Works Department which meet or exceed all City and other regulating agencies standards.

5. Public Schools:

To ensure adequate capacity for future and current students, City staff and Bay District School's personnel correspond to keep each other up to date on proposed developments, school expansions and student populations. According to Bay County School District publication "2020-2021 Five Year District Facilities Work Program", schools serving Panama City Beach students have the capacity to educate 5,980 students and a current enrollment of 4,495 students. Projections included in the Work Plan also projects 74% school capacity for the 2023-2024 school year. According to Bay County School District staff, the Panama City Beach area may experience capacity issues; however, the district has the ability to transfer shortfalls to adjacent zones to offset this shortfall in capacity and the construction of additional educational facilities are in the planning stages.

6. Solid Waste:

The majority of solid waste generated in Panama City Beach had for many years been incinerated at the Bay County Waste to Energy Facility (WTE), however this facility has been closed. The Steelfield landfill will now receive all of Panama City beach's solid waste. The landfill also recycles scrap metals, primarily appliances that are prohibited by law from being landfilled.

The 620-acre landfill, consisting of 155 acres permitted of which 47 acres are filled, 27 acres are in active use and construction is underway to open an additional 36 acres. The facility has a life expectancy of 16 more years. On average Bay County processes 215,347 tons of material each year.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there does not appear to be wetlands located on the subject site.

2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

   According to information supplied by FNAI, there are no rare, threatened or endangered species located on the subject site.

3. Flood Zones:

   According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

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

Surrounding parcels are zoned Agriculture, Conservation and a small amount of the site is located of across a 100' R-O-W from light industrial. With adequate buffering the uses are compatible.

CONCLUSION:

Staff has no objection to the rezoning. However, staff would prefer to see a direct vehicular connection to SR 79 form the project site. According to the City's Transportation Planning Organization's representative, there are no plans to construct a connection to SR 79 at this time.

CITY OF PANAMA CITY BEACH

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 ext. 2313 **Fax: 850-233-5049**
Email: achester@pcbgov.com

REQUEST FOR ZONING or REZONING – LDC Section 10.02.10

Applicant: Catherine McCloy, The St. Joe Company
Name(s):

Address: 130 Richard Jackson Boulevard, Suite 200

City: Panama City Beach State: FL Telephone: 850.231.7402 Fax: _____

Email: catherinemccloy@joe.com

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

Parcel Number of Property for Zoning or Rezoning: 9.92 Acres of Parcel ID: 35288-000-000.
(Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: Located at the end of Griffin Boulevard

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

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

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

Basic Submittal Requirements - LDC Section 10.02.02

Name: Raymond W. Greer (Designated Agent)

Address: 2910 Kerry Forest Parkway D4-126 Email Address: raywgreer@gmail.com

City: Tallahassee State: FL Telephone: 850.545.6503 Fax: _____

Date of Preparation: July 15, 2021 Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: AR Requested Zoning Designation: R3 Future Land Use Map: AG

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

Applicant's Signature(s):

Raymond W. Greer

Print Name of Applicant



Signature

Date: July 15, 2021

Print Name of Applicant

Signature

Date:

FEES:

Rezoning Application Fee: $900.00 ____

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

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

Date Collected: 7/21/21

Residential Development Type	Number of Dwelling Units	Generation Rate Per Dwelling Unit	Number of Students Generated
Total	**100**		**28**

Source: Panama City Beach Comprehensive Plan

The proposed land use amendment would generate a total of 28 students. To determine the number of students for each school type (elementary, middle, and high), the percentages of each group of students in the Bay County School District were calculated from numbers taken from the annual update to the Public School Facilities Element Data and Analysis. Table 7 below, shows the projected numbers of students for each school type.

Table 7: Projected Number of Students by School Type due to the Proposed Amendment

School Type	Total Number of Students Generated	County Percentage by School Type	Number of Students by School Type
Elementary (PreK-5)	28	50%	14
Middle (6-8)	28	21%	6
High (9-12)	28	29%	8
Total		**100%**	**28**

The proposed Future Land Use Map amendment for the subject site would create an additional 28 students based on the aforementioned methodology. Table 8, demonstrates that there is adequate capacity in the Arnold Family School Zone to serve the proposed amendment.

Table 8: Bay County School District Available Capacity 2020-2021

School Type	Fish Capacity[1]	Projected Enrollment	Available Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Elementary	438	325	113	14	99
Middle	1,005	792	213	6	207
High	2,143	1,518	625	8	617
Total	**3,586**	**2,635**	**951**	**28**	**923**

FISH = Florida Inventory of School Houses

III. Environmental Analysis

The entirety of the site is within a vacant site that is previously undeveloped. Wetlands and any sensitive habitats that may be present on the site will be delineated and identified prior to development of the site. Please see Appendix A: Maps for a map of estimated wetlands on the subject site.

A. Wetlands

The site does not appear to contain any wetlands. Please see the Wetlands Map in Appendix A. Wetlands are protected by the following policies within the Conservation Element of the Comprehensive Plan:

> OBJECTIVE 5: Through implementation of the Land Development Regulations, the City shall include provisions for conservation and protection of fisheries, wildlife habitat and marine habitat in the development review and approval process. The City will continue to protect and conserve wetlands, seagrasses and shorelines and ensure that there will be no net losses of wetlands and seagrass areas as they existed on January 1, 1990.
>
> POLICY 5.2: The City shall protect and conserve the natural functions of existing soils, wetlands, marine resources, wildlife habitat, flood zones, and estuaries by using the following guidelines to establish standards in its Land Development Regulations.
>
> POLICY 5.3: Soils: All grading, filling, excavation, storage or disposal of soil and earth materials associated with development activities shall be undertaken so as to reduce the potential for soil erosion and sedimentation of water bodies or drainageways. Erosion control measures shall be required for all such activities. As part of the development review process, a developer shall include, but not be limited to the following:
>
> A. Calculations of maximum runoff based on the 25-year, critical duration storm event;
>
> B. A description of, and specifications for, sediment retention devices;

C. A description of, and specifications for, surface runoff and erosion control devices;

D. A description of vegetative measures;

E. A map showing the location of all items listed in (a) through (d) in this paragraph.

A developer may propose the use of any erosion and sediment control techniques provided such techniques represent the best management practices and are certified by a registered professional engineer. Once development activity begins the developer shall maintain in good order all erosion and sediment control measures specified in the Erosion and Sediment Control Plan regardless of whether the development project is completed or not.

POLICY 5.4: Wetlands and seagrass areas within the City shall be deemed environmentally sensitive, in recognition of their many natural functions and values, and shall be protected from incompatible land uses. The City shall afford protection to all these resources including prohibition of any portion of a septic tank system or other alternative individual household domestic waste treatment systems (hereafter referred to as septic tanks) within a wetland or seagrass area.

POLICY 5.5: The definition of wetlands to be used for regulatory purposes by the City shall be as defined in subsection 373.019(25), F.S., and as further described by the delineation methodology in Section 373.4211, F.S.

POLICY 5.6: The location of wetlands on a development site shall be accurately identified at the time of site development review. The City shall not issue a development order or permit for a parcel until all wetlands on that parcel have been identified.

POLICY 5.7: Buffers will be created between development and wetlands, surface water bodies and upland areas adjacent to these resources. The purpose of the buffer is to protect natural resources from the activities and impacts of development. The buffer shall function to:

A. Provide protection to the water bodies, wetlands and adjacent upland natural resources used by wildlife in association with the water bodies, and wetlands, from intrusive activities and impacts of development. The negative impacts of the uses upon each other must be minimized or, preferably, eliminated by the buffer such that the long-term existence and viability of the natural resources, including wildlife populations, are not threatened by such impacts and activities. In other words, incompatibility between the uses is eliminated or minimized and the uses may be considered compatible (which means a condition in which land uses or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition).
B. Types of buffers: The buffer may be a landscaped natural barrier; a natural barrier; or, where the natural barrier has been altered or no longer exists because of past lawful activities, a landscaped or natural barrier supplemented with fencing or other manmade barriers, so long as the function of the buffer and intent of this policy are

fulfilled. Fencing can be used to supplement the buffer requirements but may not be used as a replacement to the buffering requirements.

POLICY 5.8: The City shall protect and conserve the natural functions of wetlands and water bodies through wetland and shoreline protection buffers. High quality wetlands shall be buffered from development by uplands or low-quality wetlands. Except at permitted road crossings, upland or low-quality wetland buffers adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-foot width for each individual project area. All buffers, whether upland or wetland, will be preserved and maintained in a natural condition, except for the construction of boardwalks for dock access, roads, utilities, recreational crossings, on-grade trails, similar crossings, and an attendant ten (10) foot wide cleared path through the buffer for purposes of providing access to such encroachments. Buffers may be enhanced or restored to a more natural condition. Application of fertilizers, herbicides and pesticides is prohibited within all buffer areas. As used herein, "low quality wetlands" shall mean all jurisdictional areas defined by FDEP, which are in silviculture, including ditches and typically including hydric pine plantations. "High quality wetlands" shall mean all other jurisdictional areas, typically including cypress domes, strands, bay and gallberry swamps, harvested cypress swamp areas, titi monocultures, and hypericum bogs. Properties within the Ecosystem Management Agreement and the Regional General Permit shall provide a wetland setback as required by that agreement and permit. The number of such encroachments shall be minimized by co-location of utilities, roads, and other crossings. The wetlands protection buffer shall begin at the Florida Department of Environmental Protection jurisdictional line. The buffer zones shall consist of preserved native vegetation, including canopy, understory and ground cover. If there is no native vegetation on the site, a planted vegetated buffer shall be required as part of the site development.

POLICY 5.16: Performance standards to minimize the impacts to wetlands are as follows: Dredging or filling of wetlands shall be allowed only where it is demonstrated to be necessary to the public interest, and the applicant has demonstrated that such activity will not negatively impact water quality, oyster beds, natural functions, or endangered species habitat. Receipt of a permit from the U.S. Army Corps of Engineers and/or the FDEP and/or the Northwest Florida Water Management District authorizing all dredge and fill activities shall constitute demonstration of compliance with these standards for purposes of this section.

A. Clearing or removal of native vegetation only be permitted when necessary to permit allowable encroachments identified in Policy 5.8 of this Section. Such clearing or removal shall be the minimum area necessary to construct such improvements. Buildings must be built as required by the Building Code, FDEP, and/or the USACOE.
B. Septic tanks, drainfields, and greywater systems shall be located outside of the wetland and not within 75 feet of the wetland.
C. Development is designed and located in such a manner that there are no impacts to the following:
   1. The habitat, abundance, diversity, and food sources of fish, wildlife and listed species.
   2. The water quality of the wetland.

3. The flood storage and flood conveyance capabilities of the wetland.
4. Any historic resources, including those listed on the Master Site File List of the Florida Department of State.

IV. Urban Sprawl and Consistency Analyses

A. Urban Sprawl Analysis

Chapter 163.3177(6)(a)9.a., Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed FLU change would constitute urban sprawl. An analysis of the thirteen points as applied to the City of Panama City Beach Comprehensive Plan amendment is provided below:

163.3177(6)(a)9.a(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment is located within the urbanized area of the City of Panama City Beach and will provide for a compact multi-family residential use within an area with urban services. Therefore, the proposed amendment will not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

163.3177(6)(a)9.a(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. The proposed amendment is located within an urbanized area of the City of Panama City Beach and is a vacant parcel.

163.3177(6)(a)9.a(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development. The proposed development would fill a vacant parcel surrounded by developed parcels.

163.3177(6)(a)9.a(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer

recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment is not located within a rural area and does not fail to adequately protect and conserve natural resources. The amendment site does not contain any wetlands and will develop according to the wetlands policies contained within the Comprehensive Plan. The proposed amendment will also require treatment of stormwater to remove pollutants before it becomes runoff into the surface water system.

163.3177(6)9a)9.a(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The amendment site is located within the incorporated and urbanized area of the City of Panama City Beach and does not consist of any significant agriculture or silvicultural areas. The subject site is utilized for agriculture purposes. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities. Increasing the density and intensity on the site will provide for more residential opportunities within an urbanized area that can reduce the need within the unincorporated areas of the County.

163.3177(6)9a)9.a(VI): Fails to maximize use of existing public facilities and services.

The proposed amendment does not fail to maximize the use of existing public facilities and services. The amendment area is within the urbanized area of the City and has adequate capacities to serve the site over the next planning horizon. Furthermore, allowing development on the site will allow the property to be develop in a more efficient and sustainable pattern.

163.3177(6)(a)9.a(VII): Fails to maximize use of future public facilities and services.

The proposed amendment will provide for the use of a vacant parcel that is surrounded by already-developed commercial uses that are served by public facilities. Therefore, the proposed amendments will not fail to maximize future public facilities and services by developing an area that is already in proximity to existing public facilities infrastructure.

163.3177(6)(a)9.a(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services. Municipal services are available to the proposed amendment area including,

roads, central potable water and sewer services, law enforcement, education, health care, fire and emergency response, and general government of the City. The vacant parcel is surrounded by already developed land and will maximize public facilities and enhance the urban fabric.

163.3177(6)(a)9.a(IX): Fails to provide clear separation between rural and urban uses.

As previously mentioned, the proposed amendment area is located within the urbanized area of the City of Panama City Beach. The City's Comprehensive Plan was established to promote efficient use of utilities and development, while preserving rural and low-density land uses of the County. The subject site is infill development whose construction will relieve growth pressures in other areas of the City and County.

163.3177(6)(a)9.a(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The City of Panama City Beach provides for increased development standards within the urbanized areas to try and discourage urban sprawl while providing areas for residents to work, shop and live in a relatively compact area. Therefore, the proposed amendments will provide needed opportunity for infill development and will not impede redevelopment of existing neighborhoods and communities.

163.3177(6)(a)9.a(XI): Fails to encourage an attractive and functional mix of uses.

As mentioned above, the proposed amendment is located within a developed area of the City. Therefore, the proposed amendment does not fail to encourage an attractive and functional mix of uses.

163.3177(6)(a)9.a(XII): Results in poor accessibility among linked or related land uses.

The proposed land use change does not result in poor accessibility among linked or related land uses. The proposed amendment is a vacant parcel that is surrounded by already developed parcels and future planned areas. Developing the parcel increase accessibility and create links to the existing and planned development around it.

163.3177(6)(a)9.a(XIII): Results in loss of significant amounts of functional open space.

The proposed amendment is located within the City of Panama City Beach and will not result in the loss of significant amounts of functional open space. Promoting and encouraging higher densities and intensities within the urbanized and/or incorporated areas of the City will result in the preservation of large tracts of open space that will enable the unincorporated area to maintain its rural character.

In addition to 163.3177(6)(a)9.a., F.S., Chapter 163.3177(6)(a)9.b. of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

163.3177(6)(a)9.b(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems. Development of the site will not impact any environmentally sensitive areas such as wetlands or protected and endangered species.

163.3177(6)(a)9.b(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services. Municipal services are available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the City.

163.3177(6)(a)9.b(III): Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed development of the amendment site would promote walkable and connected communities and would provide for compact development. The development of the site will also help support a mix of housing choices and promote connections to a multimodal transportation system, including walking and biking.

163.3177(6)(9)(b)(VII): Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed land use designation would allow for a mix of uses to be developed within proximity to each other. This mix will allow for a balance of land uses to meet the demands of the City's population.

B. Consistency Analysis

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the City of Panama City Beach Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Comprehensive Plan:

FUTURE LAND USE ELEMENT

OBJECTIVE 7: Future development will be directed into urban service areas shown on Exhibit 7-A to discourage the proliferation of urban sprawl.

Map 7-A shows the urban services area which includes the subject site.

POLICY 7.1: The City shall maintain land use districts and densities as appropriate to promote infill of vacant areas.

The subject site is a vacant parcel surrounded by developed parcels and will be infill development located north of the existing Beach Commerce Park, west of the Ward Creek Detail Specific Area Plan and east of the future West Laird Detail Specific Area Plan located within the Bay-Walton Sector Plan.

POLICY 7.2: New and existing development shall be required to connect to central water and central sewer systems when such services are available. As used in this Policy, the term "available" shall mean that distribution or collection (including forechains) lines are adjacent to or within usual and customary distances from the parcel under consideration. Availability shall not affect concurrency requirements.

Development on the subject site will connect to the City's central water and sewer systems.

POLICY 8.2: All new and existing land uses shall be adequately served by facilities and services at the level of service established in this Comprehensive Plan. All Development Orders and Development Permits shall be approved pursuant to the Concurrency Management System outlined in Section 1 of this Plan.

As shown in the above Public Facilities Analysis, there is adequate capacity to serve the proposed development.

TRANSPORTATION ELEMENT

POLICY 1.4: The City shall review all proposed developments for consistency with the level of service standards adopted by this Plan to maintain concurrency as specified in the Concurrency Management System.

As shown in the above Public Facilities Analysis, there is adequate capacity to serve the proposed development.

HOUSING ELEMENT

OBJECTIVE 1: Assist, through a favorable regulatory environment, the Private sector to provide new dwelling units of various types, sizes and costs to meet the housing needs of the City.

The proposed land use amendment would allow for housing to meet the housing needs of the City.

SCHOOL FACILTIES ELEMENT

Policy 13.2: In reviewing petitions for future land use, rezoning, or Planned Unit Developments (PUD) for residential development that may affect student enrollment or school facilities, the City will consider the following:

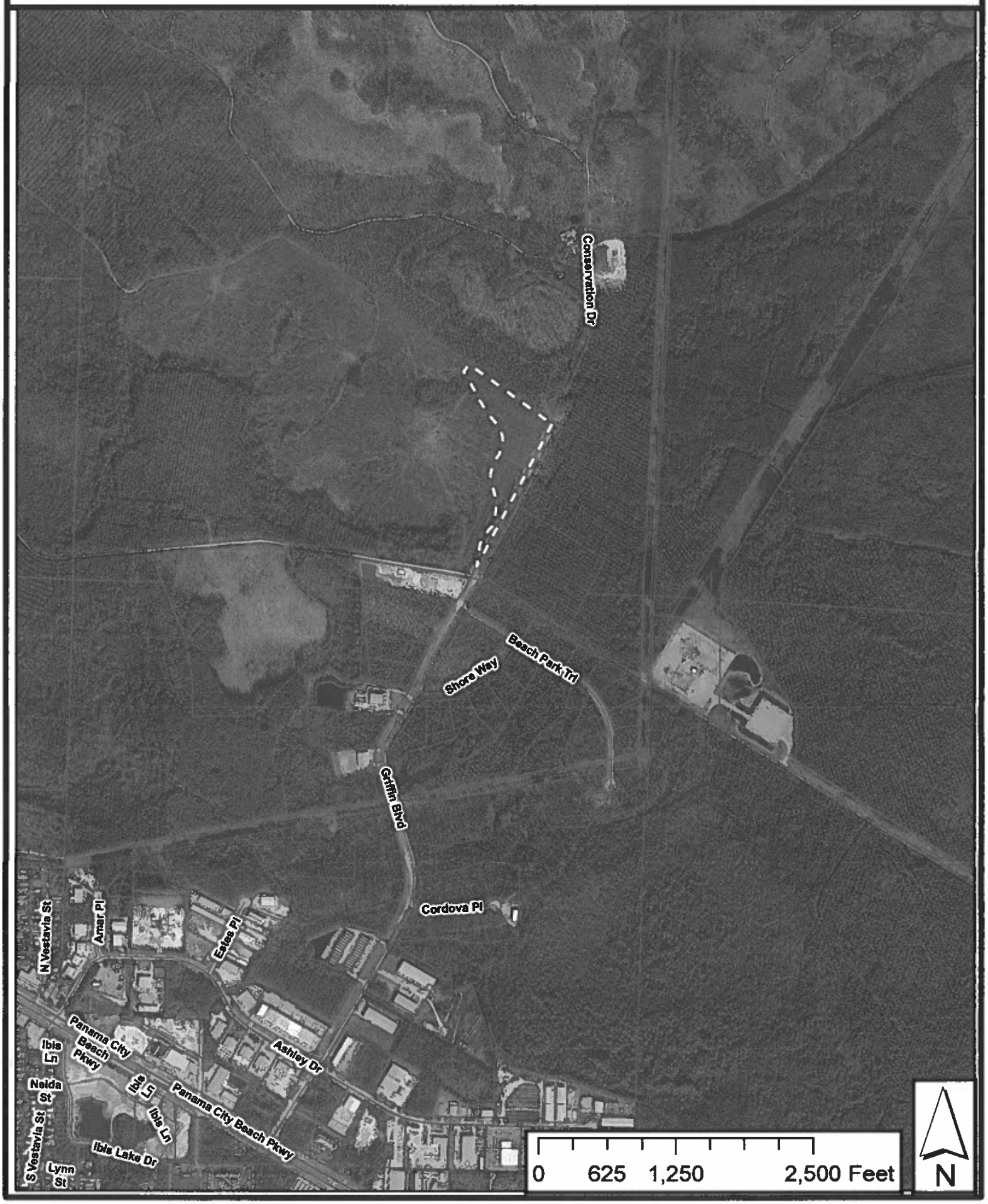
- **A. Providing school sites and facilities within planned neighborhoods;**
- **B. Insuring the compatibility of land uses adjacent to existing schools and reserved school sites;**
- **C. The co-location of parks, recreation and community facilities with school sites.**
- **D. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks;**
- **E. Insuring the development of traffic circulation plans to serve schools and the surrounding neighborhood;**
- **F. Providing off-site signalization, signage, access improvements and sidewalks to serve all schools;**
- **G. The inclusion of school bus stops and turnarounds in new developments;**
- **H. Innovative solutions proposed by the private sector;**
- **I. School Board staff comments and findings of available school capacity for comprehensive plan amendments and other land-use decisions;**
- **J. Available school capacity or planned improvements to increase school capacity; and**
- **K. Whether the proposed location is consistent with school design and planning policies.**

The proposed development will comply with the requirements of this policy and will ensure that the traffic circulation plan will consider schools and the surrounding neighborhoods. There appears to be adequate school capacity to serve the proposed development.

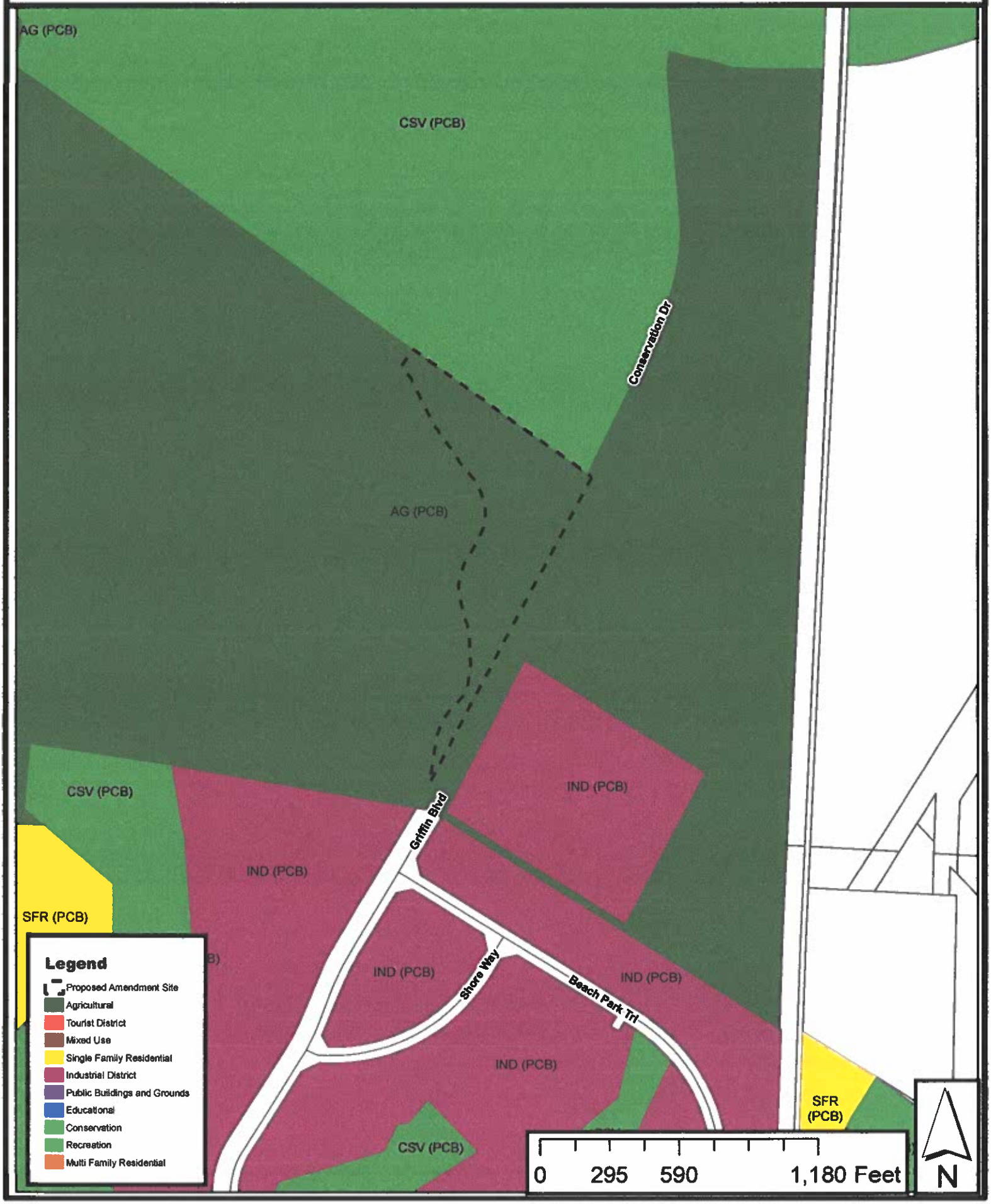
Appendix A:

Maps

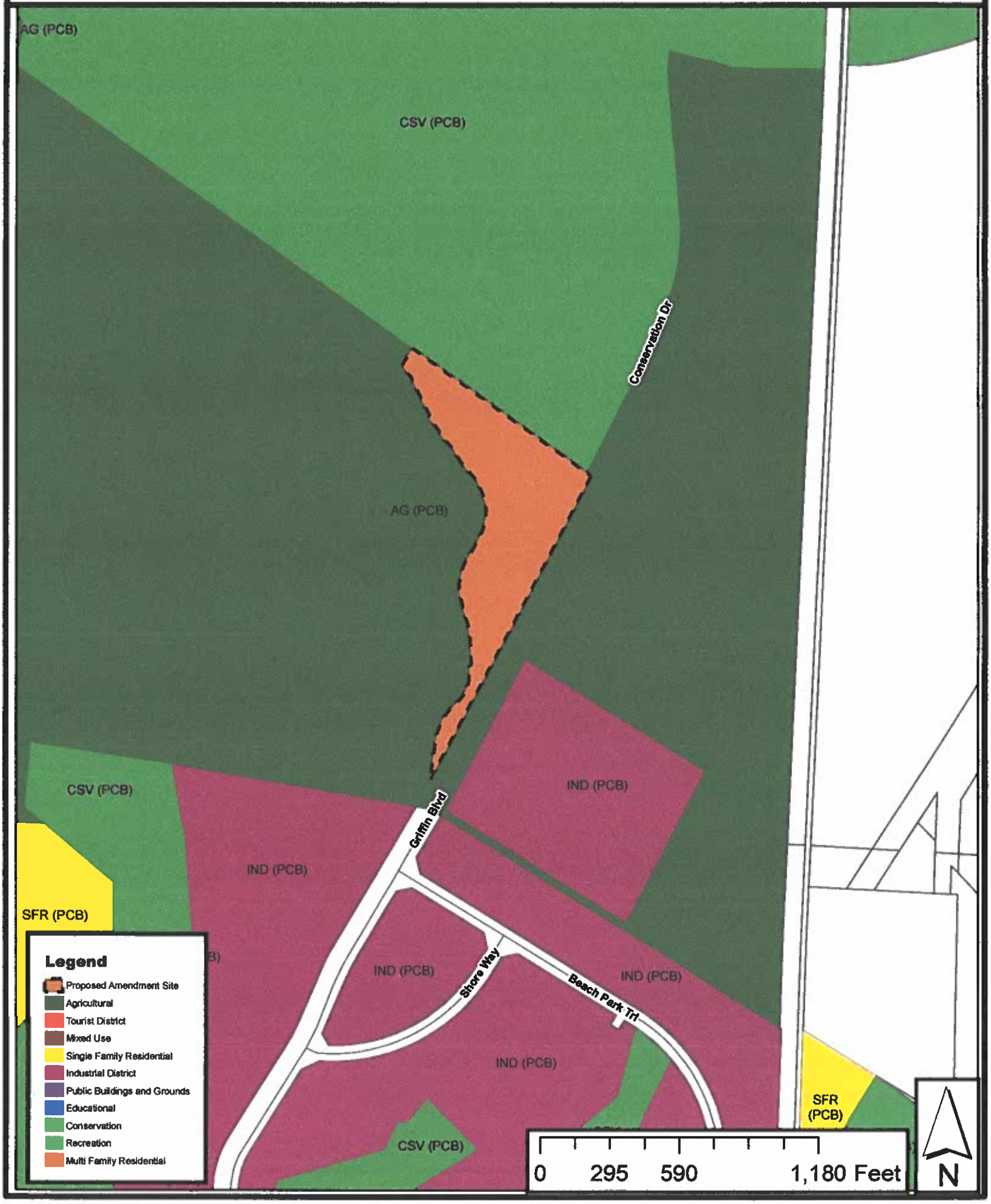
General Location Map



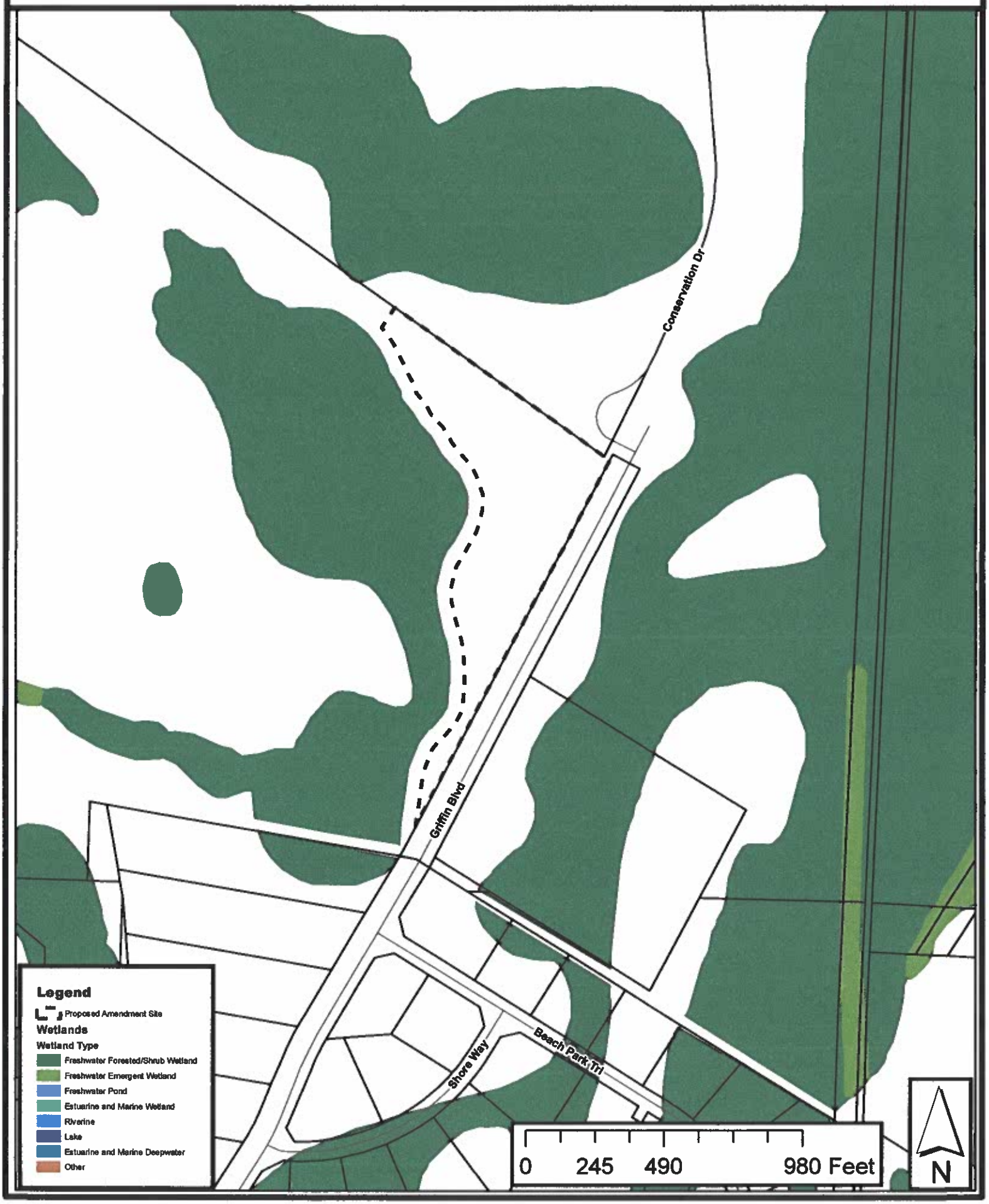
Existing Panama City Beach Future Land Use Map



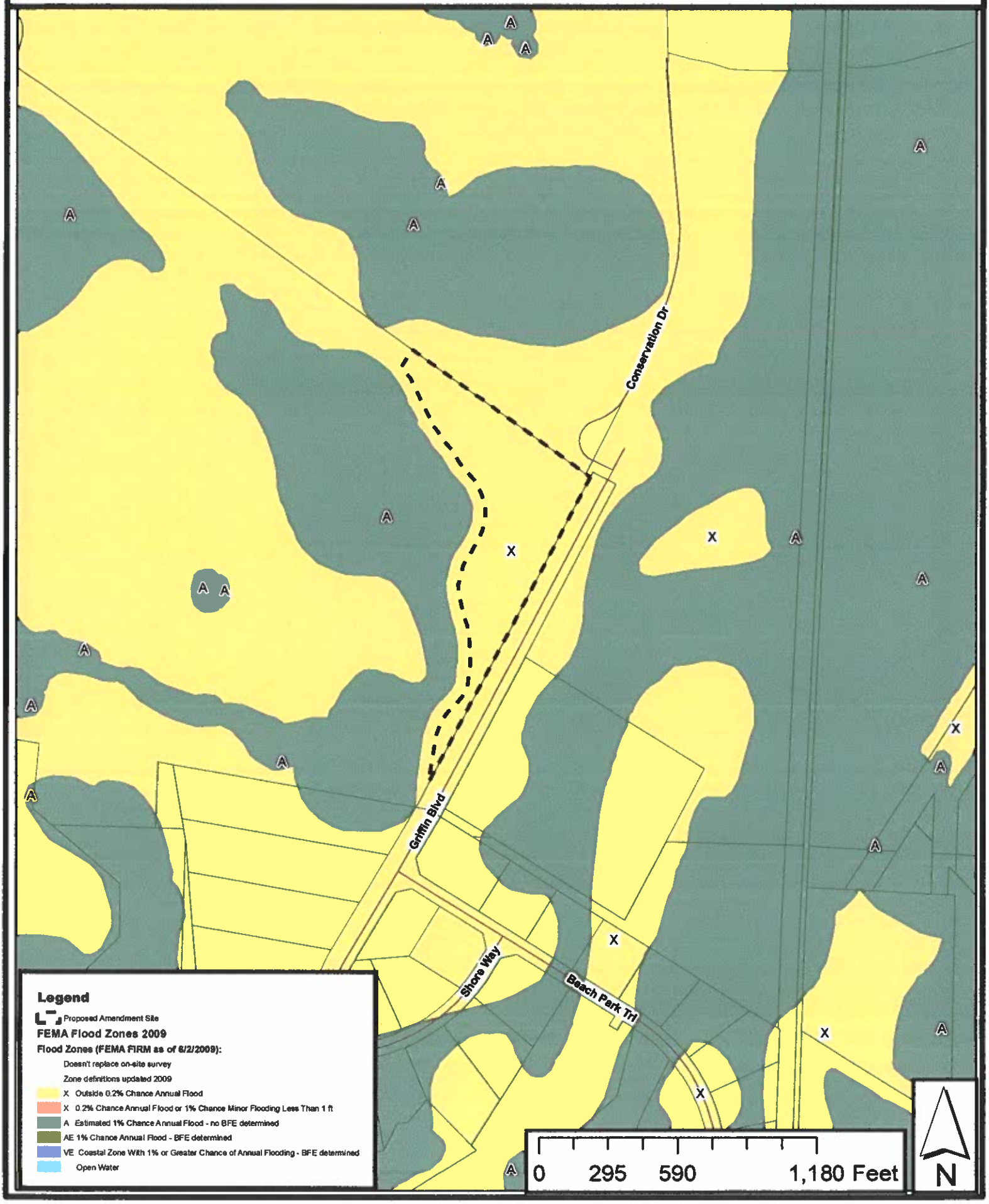
Proposed Panama City Beach Future Land Use Map



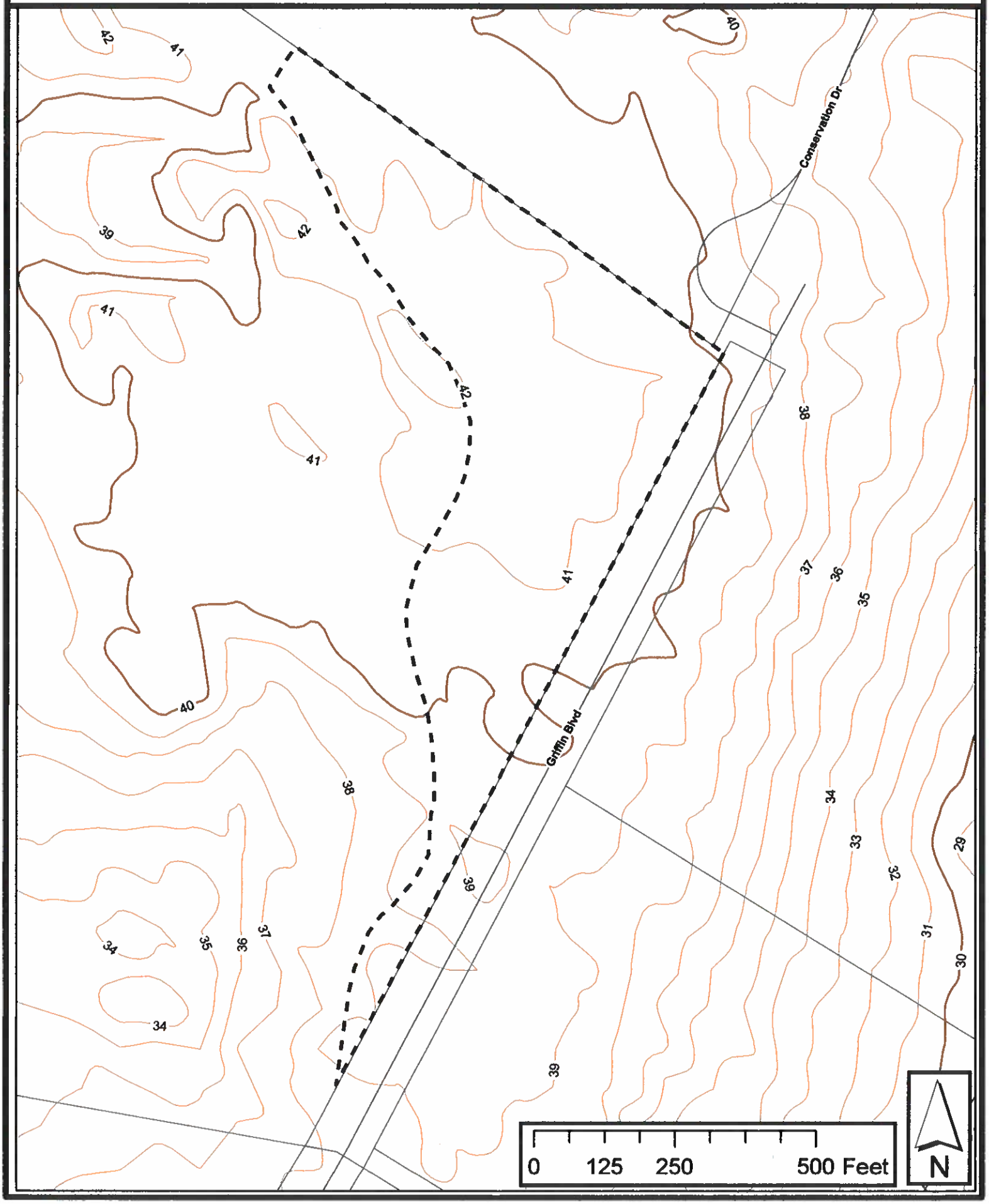
Panama City Beach Wetlands Map

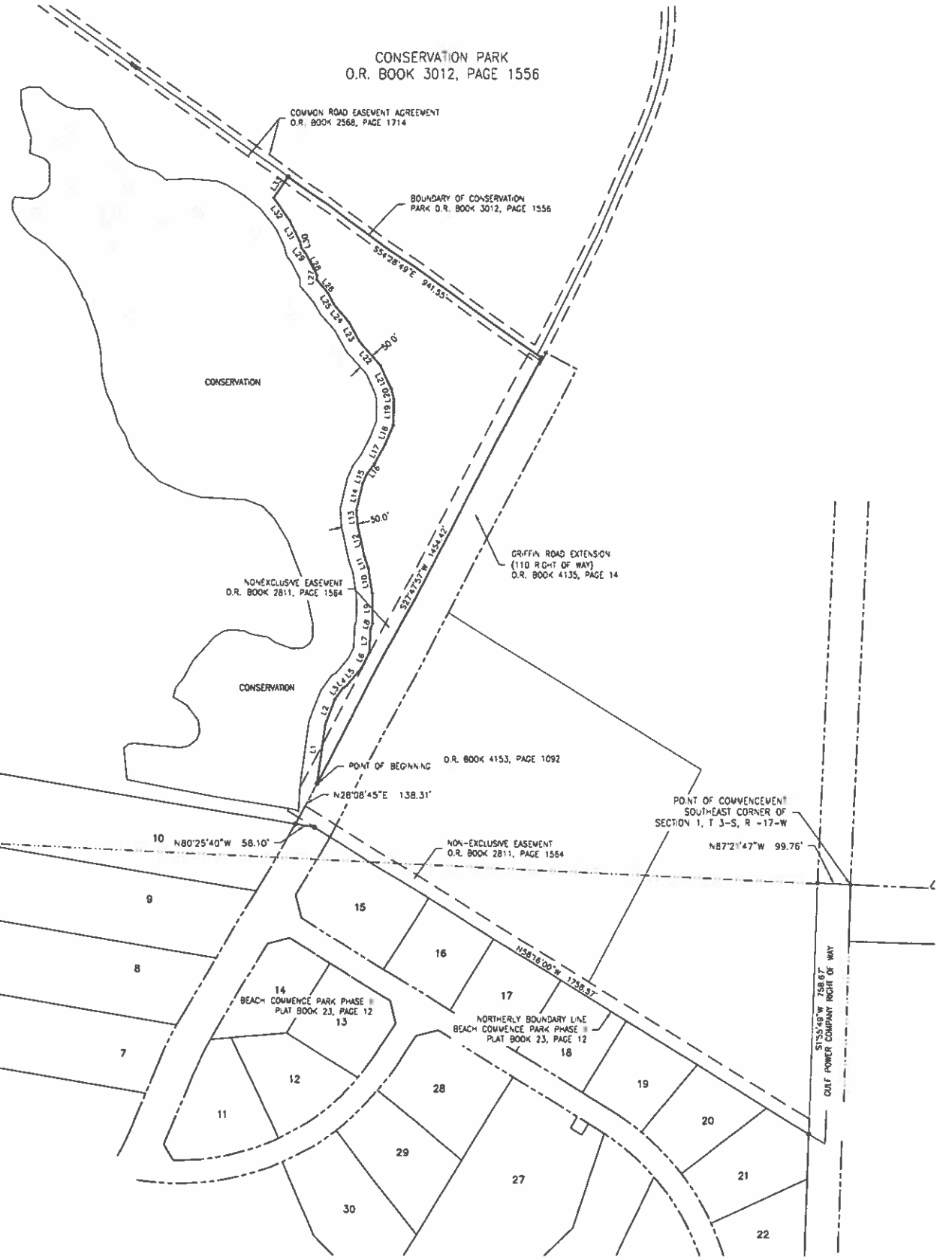


Panama City Beach Flood Zones Map



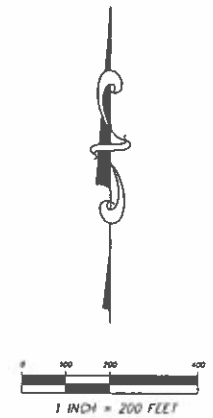
Panama City Beach Contours Map





Line Table		
Line #	Bearing	Length
L1	N7°49'55"E	177.68
L2	N21°06'57"E	84.76
L3	N35°38'21"E	41.01
L4	N80°17'31"E	12.30
L5	N41°04'37"E	73.63
L6	N27°50'32"E	50.55
L7	N3°23'20"E	72.18
L8	N19°38'42"E	17.77
L9	N0°35'18"W	91.31
L10	N9°13'50"W	77.91
L11	N19°43'06"W	36.68
L12	N12°27'28"W	100.12
L13	N4°11'40"W	42.06
L14	N13°27'47"E	83.34
L15	N24°29'14"E	28.27
L16	N36°46'15"E	41.73
L17	N28°53'42"E	66.71
L18	N21°27'33"E	83.44
L19	N1°16'49"E	78.32
L20	N12°42'12"W	32.13

Line Table		
Line #	Bearing	Length
L21	N24°18'52"W	77.74
L22	N42°37'42"W	93.74
L23	N29°41'38"W	73.66
L24	N42°08'03"W	62.70
L25	N29°42'20"W	42.98
L26	N38°04'44"W	52.24
L27	N1°12'28"E	14.73
L28	N27°32'34"W	75.76
L29	N39°16'09"W	17.33
L30	N14°02'09"W	23.04
L31	N26°22'46"W	70.08
L32	N36°48'05"W	84.27
L33	N35°31'11"E	78.90



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SKETCH MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SKETCH DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

LEGAL DESCRIPTION
A PARCEL OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 87 DEGREES 21 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 99.76 FEET TO THE WEST BOUNDARY LINE OF A GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 01 DEGREE 55 MINUTES 49 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 758.67 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, BEACH COMMENCE PARK, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID BEACH COMMENCE PARK AS FOLLOWS: NORTH 58 DEGREES 18 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1,738.57 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 58.10 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 4135, PAGE 14 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY PROCEED NORTH 28 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION, FOR A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY PROCEED NORTH 7 DEGREES 49 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 177.68 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 84.76 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 41.01 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 12.30 FEET; THENCE NORTH 41 DEGREES 4 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE NORTH 27 DEGREES 50 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 50.55 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 72.18 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 17.77 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 91.31 FEET; THENCE NORTH 9 DEGREES 13 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 77.91 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 6 SECONDS WEST, FOR A DISTANCE OF 36.68 FEET; THENCE NORTH 12 DEGREES 27 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 100.12 FEET; THENCE NORTH 4 DEGREES 11 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 42.06 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 83.34 FEET; THENCE NORTH 24 DEGREES 28 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 28.27 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 41.73 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 66.71 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 83.44 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 78.32 FEET; THENCE NORTH 12 DEGREES 42 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 32.13 FEET; THENCE NORTH 24 DEGREES 18 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 77.74 FEET; THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 93.74 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 73.66 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 42.98 FEET; THENCE NORTH 39 DEGREES 4 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 52.24 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 14.73 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 75.76 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 9 SECONDS WEST, FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 70.08 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 5 SECONDS WEST, FOR A DISTANCE OF 84.27 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 78.90 FEET TO A POINT ON THE BOUNDARY LINE OF CONSERVATION PARK AS RECORDED IN OFFICIAL RECORDS BOOK 3012, PAGE 1556 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 54 DEGREES 28 MINUTES 49 SECONDS EAST, ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 841.55 FEET TO THE AFORESAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION; THENCE SOUTH 27 DEGREES 47 MINUTES 57 SECONDS WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 1,454.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.712 ACRES, MORE OR LESS.

SUBJECT TO:
A COMMON ROAD EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2568, PAGE 1714 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND A NON-EXCLUSIVE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CHKD

Dewberry
DEWBERRY ENGINEERS INC.
2035 E. 5TH STREET, SUITE A
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0644 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

David Bartlett 2021.07.19 15:51:22 -05'00'

DAVID JON BARTLETT, P.S.M. DATE SIGNED
PROFESSIONAL SURVEYOR & MAPPER No. LS5408

SKETCH OF DESCRIPTION
SECTION 1, T-3-S, R-17-W
BAY COUNTY, FLORIDA

FB/PG	N.A.
FIELD DATE	N.A.
DRAWING DATE	07/19/2021
BY	DJB
APPROVED	JHC
PROJECT NO.	50142913
SCALE	1" = 200'
	S1

July 19, 2021 (15:47:44 EST)
DRAWING NAME: M:\50142913_SJC_S1_JOE ASSOCIATE HOUSING\SURVEY DWG\50142913 SJC ASSOCIATE HOUSING.DWG 24X36 BY: DBARTLETT

CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
August 11,2021
MINUTES TO THE REGULAR MEETING

The meeting was called to order by Vice Chairman Morehouse at 1:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Johns, Mr. Hodges, Ms. Simmons, and Vice Chairman Morehouse. Mr. Caron, and Chairman Wakstein were absent.

Mr. Hodges led the Pledge of Allegiance.

ITEM NO. 3 Approval of the July 14, 2021, Planning Board Meeting Minutes

Vice Chairman Morehouse asked if there were any comments or corrections to the meeting minutes. A motion was made by Mr. Scruggs to approve the meeting minutes and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Hodges	Yes	Mr. Johns	Yes
Ms. Simmons	Yes	Vice Chairman Morehouse	Yes
Mr. Scruggs	Yes		

ITEM NO. 4 Public Comments – Non-Agenda Items

There was no public comment.

ITEM NO. 5 St. Joe Company is requesting approval for a Small-Scale Plan Amendment and Rezoning Request for a Future Land Use Map designation to Multi-Family and a Rezoning from AR (Agriculture Rural Residential) to R-3 (Multi-Family). The parcel is located at the end of Griffin Boulevard in the Commerce Park and is approximately 9.92 acres.

Vice Chairman introduced the item and commented this was a quasi-judicial hearing. Ms. Chester was asked to call roll for Jennings Act.

Mr. Hodges, nothing to disclose. Ms. Simmons, nothing to disclose. Mr. Scruggs, nothing to disclose. Mr. Johns, nothing to disclose. Vice Chairman Morehouse, nothing to disclose.

Ray Greer, 2910 Kerry Forest Parkway, Tallahassee representative for St. Joe presented the request by explaining the project would be located between two large developments that were a part of the approved sector plan, Ward Creek and Four Corners. He stated this plan was for one hundred (100) units, owned and operated by St. Joe for the employees of St. Joe as a transitional housing. Mr. Greer commented there had been discussions with planning and public works staff to discuss the separation from the conservation park and the future wastewater plant, which led to the agreement of pets not allowed in the development and bear proof trash receptacles. Mr. Greer commented these items would be addressed in the development order process. He explained how this was a compatible use with the future build of the West/Bay Sector Plan and transportation program. He stated there would be a future roadway from Highway 79 at the Bay Parkway intersection and continue west to the Walton County line. Mr. Greer showed the future roadway is located north of the proposed small-scale amendment and the conservation park and they are setting aside 150' wide right-of-way for future roadway planning. Board discussion ensued. Mr. Hodges asked if a PUD development could be considered so the board would be given an opportunity to weigh in on the master planning. Ms. Simmons asked if an R-2 zoning would be an option of consideration. Mr. Greer commented the request was for an R-3 zoning and that if self-conditions were requested by the board that St. Joe was willing to comply and enter into a development agreement with the City. Vice Chairman Morehouse opened the meeting up for public comment.

James Clauson, Director of Beach Mosquito Control District commented their office was in this area and they currently operate two helicopters west/southwest of the proposed location. Mr. Clauson wanted to ensure everyone was aware of the nightly operation of helicopters and any noise impact on the development. Mr. Greer commented the noise generated from the helicopter's operation would be disclosed in the lease agreement with the tenants.

Ms. Chester commented there was an email forwarded to all board members from resident Rex Blair, 112 Palm Circle and his concerns for the project. Ms. Chester stated his email would be made a part of the record.

Vice Chairman closed the public portion of the meeting and opened for board discussion. Ms. Simmons reiterated her comments regarding concern for stormwater regulations and erosion control in this area. Mr. Silky commented all these regulations would be reviewed by staff and met through the development order process. Discussion ensued. Mr. Morehouse expressed his concerns of a turnover of the development and the maintenance of the development afterwards. He agreed with Ms. Simmons and didn't feel this type of development at the corner of the conservation park was a good fit overall. Mr. Scruggs added the roads, conservation park and the industrial park were all donated by St. Joe, and this is the first step of development around the conservation park.

Mr. Scruggs made a motion to approve the Small-Scale Plan Amendment request and it was seconded by Mr. Hodges. Ms. Chester was asked to call roll.

Mr. Hodges	Yes	Mr. Johns	Yes
Ms. Simmons	No	Vice Chairman Morehouse	No
Mr. Scruggs	Yes		

Mr. Scruggs made a motion to approve the Rezoning Request from AR to R-3 and it was seconded by Mr. Johns. Ms. Chester was asked to call roll.

Mr. Hodges	Yes	Mr. Johns	Yes
Ms. Simmons	No	Vice Chairman Morehouse	No
Mr. Scruggs	Yes		

Vice Chairman Morehouse commented these were recommendations from the Planning Board to the City Council for their consideration.

ITEM NO. 6 Discussion of Land Development Code – Section 5.06.06 Clubs, Lounges, Bars and Civic Centers

Mr. Silky introduced the item and added staff had been directed to research and recommend additional standards to mitigate potential nuisances and public safety issues associated with clubs, lounges, bars, and civic centers. Legal staff provided a list of items for the board to consider. The board's discussion led to the following recommendations: soundproofing the structure, exterior doors to remain closed, parking lot safety standards, limited hours for outdoor entertainment, security officers on site, and increased distance standards from a zoned or used residential. Mr. Davis will codify the board's recommendations and bring back an ordinance for their review and action.

ITEM NO. 7 Comprehensive Plan – Private Property Rights Element

Mr. Davis explained the State of Florida requires all local governments to adopt a new section to their comprehensive plan that supports private property rights. The State provided a template language that they require, and it was provided to the board. Mr. Davis explained if the local government does not adopt the new section with the template language, the State will not process any plan amendments from that local government. Board discussion ensued.

Mr. Scruggs made a motion to approve the recommended changes and it was seconded by Mr. Hodges. Ms. Chester was asked to call roll.

Mr. Hodges	Yes	Mr. Johns	Yes
Ms. Simmons	Yes	Vice Chairman Morehouse	Yes
Mr. Scruggs	Yes		

ITEM NO. 8 Code Enforcement Update

Mr. Tindle provided an update to the board for the month of July. The board thanked him for the information.

The meeting adjourned at 2:58

DATED this 8TH day of September, 2021.

Josh Wakstein, Chairman

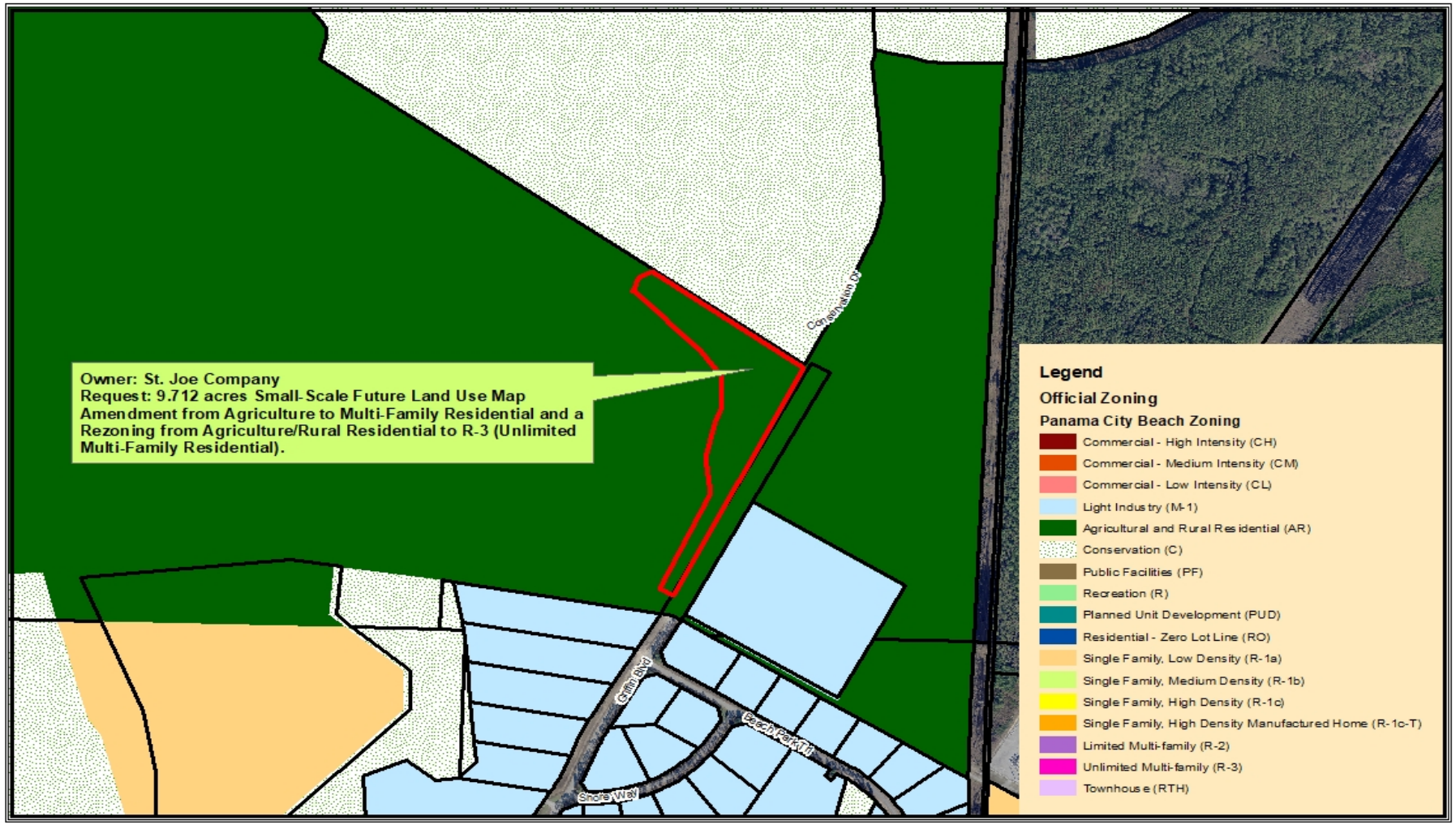
ATTEST:

Andrea Chester, Secretary

St. Joe Company Requests

- Small-Scale (less than 50 acres) Future Land Use Map Amendment request from Agriculture to Multi-Family Residential and a Rezoning Request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential).
- The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park.

Small-Scale Plan Amendment and Rezoning

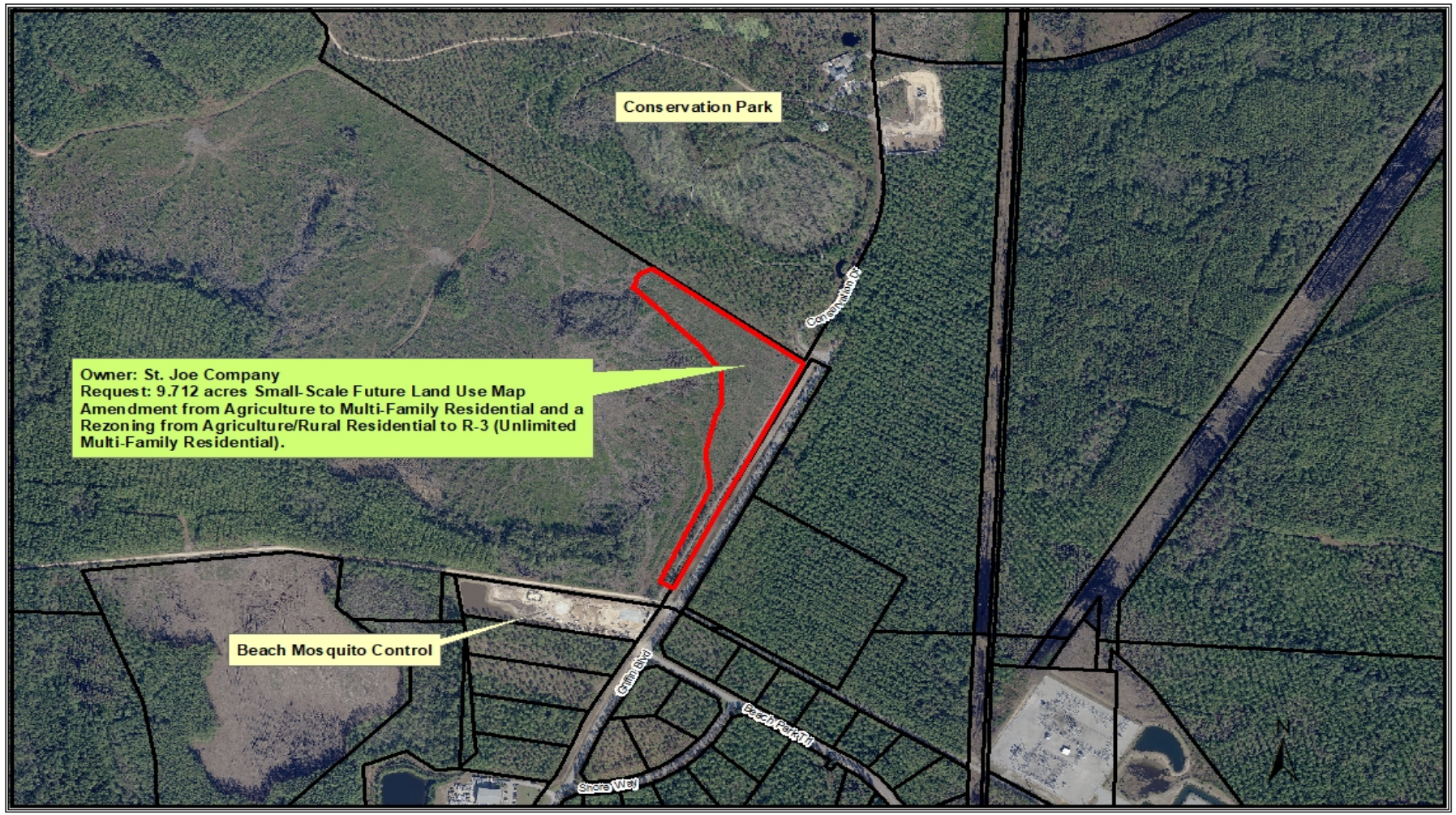


0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Small-Scale Plan Amendment and Rezoning



0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Proposed Development Agreement Limitations

1. The maximum number of dwelling units on the property shall be limited to 100;
2. The maximum allowable building height shall be limited to 35 feet; and,
3. A disclosure will be placed in rental agreements acknowledging the proximate location of the Beach Mosquito Control Helipad.

NOTICE OF COMPREHENSIVE PLAN AMENDMENT AND LAND USE CHANGE

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinances.

Adoption of these ordinances may change the actual list of permitted, conditional, or prohibited uses for the property described in these ordinances.

ORDINANCE NO 1568

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO MULTI-FAMILY RESIDENTIAL; DESIGNATING FOR MULTI-FAMILY RESIDENTIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 9.712 ACRES; SAID PARCEL LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MULTI-FAMILY RESIDENTIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

AND

ORDINANCE NO 1569

AN ORDINANCE REZONING FROM AGRICULTURE AND RURAL RESIDENTIAL (AR) TO MULTI-FAMILY RESIDENTIAL (R-3) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 9.712 ACRES; LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinances will be held on October 28, 2021, at 9:00 a.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the

public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA

Public Notices

copies can be distributed to Board members for advance review and hearing preparation purposes. Any person desiring to speak in person may appear at the public hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Any person requiring a special accommodation at this meeting due to disability or physical impairment or needing an interpreter to participate in this proceeding should contact the Agency at 850-400-PACE at least 48 hours prior to the meeting. If hearing impaired, Florida Relay Service numbers for assistance are (800) 955-8771 (tdd) or (800) 955-8770 (voice).

By Order of the Board of Directors of the Florida PACE Funding Agency.

10/11, 10/18, 10/25 & 11/1/2021

NOTICE OF COMPREHENSIVE PLAN AMENDMENT AND LAND USE CHANGE

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinances. Adoption of these ordinances may change the actual list of permitted, conditional, or prohibited uses for the property described in these ordinances.

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A public hearing on the ordinances will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA
10/25/2021
6384498

PUBLIC HEARING NOTICE TO CONSIDER DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the following described Development Agreement shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing at its regular meeting to be conducted at 9:00 a.m. on October 28, 2021, to wit:

A Development Agreement proposed to be entered into between the City Council of the City of Panama City Beach, Florida, and The St. Joe Company, a Florida corporation, authorized to do business in the State of Florida. The land which is the subject of the Development Agreement is located at the end of Griffin Boulevard in Panama City Beach, Florida.

A second public hearing will be held at 6:00 p.m. on November 10, 2021, also in the City Council Chambers at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. At the conclusion of the second public hearing the Development Agreement may be adopted.

The total acreage of the property which is the subject of the Development Agreement is approximately 9.712 acres. The proposed zoning of the property subject to this Agreement is Multi-Family Residential (R-3). The proposed comprehensive plan designation of the property will be Multi-Family Residential. The proposed uses of the property may include residential, lodging accommodations, ponds and open space, and amusements. The proposed population density is 100 total units. The proposed building intensity is 80% or less impervious surface coverage, and 80% floor area ratio.

Development on that portion of the parcel located within the Front Beach Road 2 Overlay (FBO-2) District shall not exceed a building height of 35 feet. Development on that portion of the parcel outside of the Front Beach Road Overlay District shall not exceed a building height of 65 feet.

A copy of the Development Agreement including the legal description of the subject land can be obtained from the Panama City Beach Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida.

Any person requiring a special accommodation at the public hearing because of a disability or physical impairment should contact Lynne Fasone, Panama City Beach City Clerk, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or by phone at (850) 233-5100 at least five (5) calendar days before the public hearing at which the accommodation is needed. If you are hearing or speech impaired and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System which can be reached at (850) 955-8770 (voice) or (800) 955-8771.

In accordance with Florida Statute Section 286.0105, if any person decides to appeal any decision made with respect to any matter considered at the public hearing, such person will need a record of the proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ALL INTERESTED PERSONS seeking to be heard on the adoption of the Development Agreement amendment are invited to be present at the public hearings.

CITY OF PANAMA CITY BEACH, FLORIDA
By: Lynne Fasone, City Clerk
10/15/2021
10/25/2021
6392966

NOTICE OF PUBLIC HEARING ON COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN that the City Commission of the City of Springfield, Florida, will hold a public hearing to consider adoption of the following entitled proposed ordinance.

ORDINANCE NO. 575

AN ORDINANCE AMENDING ORDINANCE 484, KNOWN AS THE CITY OF SPRINGFIELD 2025 COMPREHENSIVE PLAN; AMENDING SECTION VIII, PLAN ELEMENTS, TO ADD NEW SECTION VIII-11, PRIVATE PROPERTY RIGHTS ELEMENT REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinance will be held on November 1, 2021, at 5:30 p.m. or as soon after as may be heard, at the City's regular meeting at the Springfield City Hall, located at 408 School Avenue. All interested persons are encouraged to attend and be heard. During the public hearing, the ordinance will be presented to the City Commission for adoption. The ordinance may be adopted during or immediately following the public hearing.

The public is invited to view the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Clerk at 408 School Avenue, Springfield, FL, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

If a person decides to appeal any decision made by the City Commission 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 to be based.

Any person requiring a special accommodation to participate in the meeting because of a disability or physical impairment should contact the Springfield City Clerk at 408 School Avenue, Springfield, Florida 32401 or by phone at (850) 258-2766 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF SPRINGFIELD, FL
10/25/2021
6434585

Public Sale

Notice of Self Storage Sale

Please take notice USA Storage Centers - MLK at 2501 Martin Luther King Jr. Blvd Panama City FL 32405 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an online auction via www.storageauctions.com at 11/4/2021 at 10:00AM. Unless stated otherwise the description of the contents are household goods and furnishings. Kimberly Russ unit #124; Jared Hicks unit #357; Amber Stevens unit #368; Donnell McClendon unit #415; Perry Gainer unit #565; Jeff McCulley/Gulf Coast Construction unit #655. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

10/18, 10/25/2021

Notice is hereby given that Storage Pros self-storage, located at 2726 15th St, Panama City, FL 32405, will be holding an online auction at storageauctions.com on November

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Mel Leonard, Building & Planning	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends the City Council conduct the second public hearing and approve the proposed Development Agreement.

4. AGENDA: REGULAR AGENDA - DISCUSSION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The St. Joe Company has requested a Small-Scale (less than 50 acres) Future Land Use Map Amendment from Agriculture to Multi-Family Residential and a Rezoning request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential). The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park. The requests are accompanied by a Development Agreement created to incorporate recommendations of the Planning Board. The Development Agreement further restricts development of the property by the following: 1) the maximum number of dwelling units shall be limited to 100 rather than 388 units; and, 2) the maximum allowable building height shall be limited to 35 feet rather than 55 feet.

Res 22-30.Griffin Blvd.St. Joe.Development Agreement.pdf
Griffin blvd Development Agreement.pdf
Griffin legal description.pdf
Planning Board PACKET Griffin Blvd.pdf
Griffin blvd rezoning and small scale plan amendment.pdf
Griffin Blvd Advertisement PanamaCityNewsHerald_20211025_C06___1_.pdf

RESOLUTION NO 22-30

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE ST. JOE COMPANY REGARDING THE DEVELOPMENT OF APPROXIMATELY 9.2 ACRES LOCATED AT THE END OF GRIFFIN BOULEVARD.

BE IT RESOLVED by the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company relating to the development of approximately 9.2 acres of land located at the end of Griffin Boulevard, 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

SJC ASSOCIATE HOUSING AT GRIFFIN BOULEVARD

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (herein “Agreement”) is entered into on this _____ day of _____, 2021, by THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation, acting through its City Council (herein "City"), and The St. Joe Company a Florida corporation, its subsidiaries, affiliates and assigns (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 (2019).
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. "Land Development Code" shall mean the City's Land Development Code in effect on the Effective Date of this Agreement.
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 the Land Development Code (defined above).

12. "Owner" shall mean collectively, The St. Joe Company, its subsidiaries, affiliates and assigns, successors in interest and successors in title 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, 2009 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.

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 Community Planning 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 pursuant to Section 187.201(15), Florida Statues; 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 pursuant to Section 163.3177(1), Florida Statutes; and

WHEREAS, the Owner desires for the Property to be developed as workforce housing; and

WHEREAS, the Project is located adjacent to the City's Conservation Park, an area whose natural resources and quiet atmosphere the City desires to maintain and minimize intrusion upon; 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 have 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 ____ day of _____, 2021, and the _____ day of _____, 2021,

with notice of such hearings 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 9.2 acres designated as of the Effective Date on the Future Land Use Map in the Plan as "Multifamily," as shown on attached and incorporated Exhibit "A," and zoned as of the Effective Date as Unlimited Multi-family (R-3) .
4. The Owner intends to proceed with development in accordance with the densities, intensities and building heights (and limits) specified in this Agreement and the uses permitted and 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 to 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 have been or 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 shown upon Exhibit "B," for the uses currently permitted in Unlimited Multi-Family (R-3) zones under the Land Development Code, 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 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.

(1) Master Stormwater Review. As part of the master planning process, the developer will coordinate with a stormwater and watershed management consultant (the "Consultant"), as selected by the City. The developer will provide a site plan consisting of the following:

i. Master stormwater consisting of off-site flow, pond locations, discharge points, and outfall location

ii. Impervious Surface Ratio (ISR)

The Consultant will use that information to update the floodplain model and determine if the proposed ISR maintains the floodplain standards. Once the Consultant has completed their review and provided a recommendation on the overall site plan, the City will be able to process the individual development orders within the site plan without further floodplain review. The Consultant will no longer be required to analyze on a project by project basis in order to receive project approval; instead the model can be updated when approved DO plans have been issued.

(d) Changes to Comprehensive Plan and Land Development Code. Except as specifically provided herein, the City's Comprehensive Plan and Land Development Code 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 Land Development Code adopted or enacted after the Effective Date of this Agreement, shall apply except as such changes modify the land uses permitted by the current Comprehensive Plan and Land Development Code 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 number of dwelling units on the Property shall be limited to 100.

(2) Building Height. Development on the Property shall be limited to a height of 35 feet.

(3) Buffer. A landscape buffer shall be required where property outside of the Project is zoned residential and is directly adjacent to commercial uses within the Project boundary. The minimum buffer width shall be 20 feet and be planted

with one large or medium tree for each 20 linear feet of property on the boundary separating the adjacent Uses. No buffer shall be required internal to the Project.

(4) 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.

There shall be no exemption from special assessments or user fees in favor of the Owner.

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, 7th ed., 2018 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 lose 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 constructed of solid material reasonably acceptable to the City. Roadways shall be constructed with a minimum pavement width of 22 feet measured 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 6, 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. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, educational facilities will be supplied to the Project by the Bay District School system. A school impact analysis will be conducted at the time of development order application for residential development.

(k) 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. 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.

8. 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 Land Development Code. 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, or Land Development Code. 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 has 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.

9. 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.

10. 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, the timing and sequencing of development shall be as determined by the Owner consistent with this Agreement.

VII. LOCAL LAWS AND POLICIES

The City's laws and policies governing development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement. However, this Agreement specifically anticipates and provides that the City may apply certain subsequently adopted Land Development Code 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), (c), (d), and (e), Florida Statutes (2019); 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 Economic Opportunity 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 Economic Opportunity, 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 _____, 2021, 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, this Agreement, together with the development rights and obligations established herein, to third-party owner(s) and developer(s) of the Property, provided that any such assignee third party owner(s) and developer(s) 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 (2019), 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 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.

TO OWNER:	Jorge Gonzalez Chief Executive Officer The St. Joe Company [ ] Telephone: (850) 231-6400 Fax (850) 231-6595
WITH A COPY TO:	Elizabeth J. Walters SVP, General Counsel & Secretary The St. Joe Company [ ] Telephone: (850) 231-6575 Fax: (850) 231-0694
TO CITY:	City of Panama City Beach Attn: City Manager 17007 Panama City Beach Parkway Panama City Beach, FL 32413 Telephone: (850) 233-5100 Fax (850) 233-5108
WITH A COPY TO:	Amy E. Myers, City Attorney 16901 Panama City Beach Parkway, Suite 300 Panama City Beach, FL 32413 Telephone (850) 769-3434 Fax (850) 769-6121

These addresses may be changed by either of the Parties by written notice to the other party.

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 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 $_____ 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 of further exercise of such right or power or the exercise of any other right or power.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first written above.

Signed, Sealed and delivered in the presence of:

THE ST. JOE COMPANY

_____
Witness
Print Name_____

By:_____

Name:_____

Title:_____

_____
Witness
Print Name_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by _____ as _____ of THE ST. JOE COMPANY, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

[Notary Seal]

THE CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

_____
City Clerk

By:_____
Name:_____

Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by _____ as _____ of THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

[Notary Seal]

EXHIBIT “A” Legal Description

EXHIBIT “B”

Conceptual Plan

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 87 DEGREES 21 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 99.76 FEET TO THE WEST BOUNDARY LINE OF A GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 01 DEGREE 55 MINUTES 49 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 758.67 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, BEACH COMMENCE PARK, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID BEACH COMMENCE PARK AS FOLLOWS: NORTH 58 DEGREES 16 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1,758.57 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 58.10 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 4135, PAGE 14 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY PROCEED NORTH 28 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION, FOR A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY PROCEED NORTH 7 DEGREES 49 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 177.68 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 84.76 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 41.01 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 12.30 FEET; THENCE NORTH 41 DEGREES 4 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE NORTH 27 DEGREES 50 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 50.55 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 72.18 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 17.77 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 91.31 FEET; THENCE NORTH 9 DEGREES 13 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 77.91 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 6 SECONDS WEST, FOR A DISTANCE OF 36.68 FEET; THENCE NORTH 12 DEGREES 27 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.12 FEET; THENCE NORTH 4 DEGREES 11 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 42.06 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 83.34 FEET; THENCE

NORTH 24 DEGREES 29 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 28.27 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 41.73 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 66.71 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 63.44 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 78.32 FEET; THENCE NORTH 12 DEGREES 42 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 32.13 FEET; THENCE NORTH 24 DEGREES 18 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 77.74 FEET; THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 93.74 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 73.66 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 42.98 FEET; THENCE NORTH 39 DEGREES 4 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 52.24 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 14.73 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 75.76 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 9 SECONDS WEST, FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 70.08 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 5 SECONDS WEST, FOR A DISTANCE OF 84.27 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 78.90 FEET TO A POINT ON THE BOUNDARY LINE OF CONSERVATION PARK AS RECORDED IN OFFICIAL RECORDS BOOK 3012, PAGE 1556 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 54 DEGREES 28 MINUTES 49 SECONDS EAST, ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 941.55 FEET TO THE AFORESAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION; THENCE SOUTH 27 DEGREES 47 MINUTES 57 SECONDS WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 1,454.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.712 ACRES, MORE OR LESS.

SUBJECT TO:
A COMMON ROAD EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2568, PAGE 1714 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND A NON-EXCLUSIVE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

DATA AND ANALYSIS

I. **APPLICANT:** St. Joe Company

II. **PROJECT LOCATION:** Approximately 9.92 Acres

III. **REQUEST:** This request is for a Small Scale Plan Amendment and Rezoning for 9.92 acres. The applicant is requesting a change from Agriculture Future Land Use designation to Multi Family and a Rezoning from "AR" Agriculture Rural Residential to "R3" Multi Family.

IV. **REASON FOR REQUEST:** To increase the density from 1 dwelling unit per 10 acres to 40 units per acre to allow for the development of Multi Family units on the subject site.

VI. **SITE EVALUATION:**

A. **IMPACT ON PUBLIC FACILITIES:**

1. Transportation Facilities:

Panama City Beach Parkway: According to the Panama City Metropolitan Planning Organization's Congestion Management System Plan, the adjacent segment of Panama City Beach Parkway has an annual average daily traffic volume of 30,000 trips with a maximum allowable volume of 39,800 trips. Committed trips on this segment total 910 therefore this segment has a remaining capacity of 8,890 trips.

The applicant will be required to submit a detailed traffic impact analysis as part of the Development Order review process, which depicts the number of peak hour trips. Impacts to failing roadways as a result of development on the subject site will require a financial contribution to fund future capacity improvements to those impacted roadway segments. It is

anticipated that future development on the subject site will add a minimal amount of traffic to failing sections of PCB Parkway.

2. Sewer:

The City wastewater treatment plant (WWTP) provides Advanced Wastewater Treatment (AWT) quality effluent, with an accompanying wetlands effluent discharge system in a 2,900-acre facility containing 2,000 acres of receiving wetlands. Currently, the operating permit allows 14 mgd maximum monthly average (10 mgd annual average) treatment and disposal capacity. Monthly average plant flows for January 1, 2020 through December 31, 2020 ranged from 4.33 mgd to 10.28 mgd on a monthly average. The City's reclaimed water system has been in operation since 2006 and provided average flows between 1.10 and 4.28 mgd of irrigation water per month in the last calendar year, depending on the time of year and demands, to residential and commercial areas of the City.

Based on previous historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City has planned for facilities to be upgraded to coincide with the increased demand. A site for a second wastewater treatment facility has been purchased and preliminary planning for development has begun. Once completed, the second facility will provide additional capacity and will be interconnected with the existing system for enhanced reliability and load sharing.

3. Potable Water:

The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) was available to the City in 2011 with best efforts by the County to be able to provide increasing amounts each year up to 33.79 mgd in the year 2020.

The City receives the treated County water via two delivery points at bridges crossing St. Andrew Bay and West Bay. That water is stored and re-pumped on demand to meet the City's water needs. The City's current available pumping and transmission capacity is approximately 37.8 mgd. The contract with the County has been designed to increase capacity by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has two (2) - 7 million gallon storage

tanks at its West Bay storage and pumping facility, and 2, 4 and 5 million gallon storage tanks at its McElvey Road storage and pumping facility near the St. Andrew Bay delivery point, which gives the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

It is estimated the average citizen consumes 125 gallons per day for planning purposes. Despite the COVID pandemic, daily water demand for January 1, 2020 through December 31, 2020 were comparable with 2019, ranging from 11.08 mgd to 17.04 mgd on a monthly average, with an annual average of 13.43 mgd. The maximum single-day demand was 18.90 mgd. The County's projected available capacity to supply potable water to the City in 2020 is 30.90 mgd, leaving an excess monthly average capacity ranging from mgd to 13.86 mgd with an annual average excess of 17.47 mgd. The excess on the single-day maximum was 12.00 mgd.

The City has also implemented a reclaimed water system that makes highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 2% of total potable water consumption previously used by similar developments will be replaced by reclaimed water in these new subdivisions.

4. Stormwater:

The City has developed a stormwater master plan. This process involved identifying and correcting existing deficiencies, establishing priorities for drainage facilities and replacement based on an adopted level of service standard. Currently the City regulates the review of drainage plans for new developments and redevelopments. The City adopted a stormwater ordinance in 1994, which regulates the quantity and quality of runoff. The ordinance was updated in 2007 to clarify and strengthen certain sections, though the core principles are unchanged. The level of service for stormwater quantity is: Peak post development runoff shall not exceed peak pre-development runoff rates based upon the 25-year critical duration storm if the development provides a positive direct discharge into either a public stormwater system with sufficient capacity or into estuarine water bodies. It must be proven that the public stormwater system has sufficient capacity in excess of a 25-year critical storm event. Otherwise, attenuation of the 100-year critical duration storm must be taken into account. Most new projects fall within the requirement to attenuate the 100-year critical storm. In addition, many new projects are now located within the Federal Emergency Management Agency (FEMA) Special Flood Hazard Area. As part of being a community within the National Flood Insurance Program (NFIP) all projects within the City limits that are located in these flood zones

must analyze the 100-year storm and establish base flood elevations per their regulations. The City ensures compliance with these regulations. The level of service standard for water quality is: The stormwater treatment systems must provide a level of treatment within 72 hours for the stormwater runoff from the first 1 inch of rainfall for projects and drainage basins of 100 acres or more, or as an option for projects with drainage basins less than 100 acres, the first ½ inch of runoff. The City also falls within the regulation of the Northwest Florida Water Management District (NWFWMD) and therefore is subject to the rules of the Environmental Resource Permit (ERP) process. The more restrictive policy for either process will apply.

During the Development Order Review process, the applicant will be required to submit plans and data to the Public Works Department which meet or exceed all City and other regulating agencies standards.

5. Public Schools:

To ensure adequate capacity for future and current students, City staff and Bay District School's personnel correspond to keep each other up to date on proposed developments, school expansions and student populations. According to Bay County School District publication "2020-2021 Five Year District Facilities Work Program", schools serving Panama City Beach students have the capacity to educate 5,980 students and a current enrollment of 4,495 students. Projections included in the Work Plan also projects 74% school capacity for the 2023-2024 school year. According to Bay County School District staff, the Panama City Beach area may experience capacity issues; however, the district has the ability to transfer shortfalls to adjacent zones to offset this shortfall in capacity and the construction of additional educational facilities are in the planning stages.

6. Solid Waste:

The majority of solid waste generated in Panama City Beach had for many years been incinerated at the Bay County Waste to Energy Facility (WTE), however this facility has been closed. The Steelfield landfill will now receive all of Panama City beach's solid waste. The landfill also recycles scrap metals, primarily appliances that are prohibited by law from being landfilled.

The 620-acre landfill, consisting of 155 acres permitted of which 47 acres are filled, 27 acres are in active use and construction is underway to open an additional 36 acres. The facility has a life expectancy of 16 more years. On average Bay County processes 215,347 tons of material each year.

B. SITE SUITABILITY:

1. Wetlands: According to information supplied by Bay County GIS there does not appear to be wetlands located on the subject site.

2. Plant and Wildlife Resources: Information regarding natural resources is based on information from the Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

   According to information supplied by FNAI, there are no rare, threatened or endangered species located on the subject site.

3. Flood Zones:

   According to information supplied by FEMA, the site is located in Flood Zone X, which is defined as an area determined to be located outside of the 100 and 500-year floodplains.

C. COMPATABILITY WITH SURROUNDING LAND USES:

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

Surrounding parcels are zoned Agriculture, Conservation and a small amount of the site is located of across a 100' R-O-W from light industrial. With adequate buffering the uses are compatible.

CONCLUSION:

Staff has no objection to the rezoning. However, staff would prefer to see a direct vehicular connection to SR 79 form the project site. According to the City's Transportation Planning Organization's representative, there are no plans to construct a connection to SR 79 at this time.

CITY OF PANAMA CITY BEACH

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5100 ext. 2313 **Fax: 850-233-5049**
Email: achester@pcbgov.com

REQUEST FOR ZONING or REZONING – LDC Section 10.02.10

Applicant: Catherine McCloy, The St. Joe Company
Name(s):

Address: 130 Richard Jackson Boulevard, Suite 200

City: Panama City Beach State: FL Telephone: 850.231.7402 Fax: _____

Email: catherinemccloy@joe.com

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

Parcel Number of Property for Zoning or Rezoning: 9.92 Acres of Parcel ID: 35288-000-000.
(Information from Property Appraiser's Office)

Address/Location of Property for Zoning or Rezoning: Located at the end of Griffin Boulevard

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

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

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

Basic Submittal Requirements - LDC Section 10.02.02

Name: Raymond W. Greer (Designated Agent)

Address: 2910 Kerry Forest Parkway D4-126 Email Address: raywgreer@gmail.com

City: Tallahassee State: FL Telephone: 850.545.6503 Fax: _____

Date of Preparation: July 15, 2021 Date(s) of any modifications: _____

Legal Description: (Consistent with the Required Survey) _____

A vicinity map showing the location of the property.

Present Zoning Designation: AR Requested Zoning Designation: R3 Future Land Use Map: AG

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

Applicant's Signature(s):

Raymond W. Greer

Print Name of Applicant



Signature

Date: July 15, 2021

Print Name of Applicant

Signature

Date:

FEES:

Rezoning Application Fee: $900.00 ____

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

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

Date Collected: 7/21/21

Residential Development Type	Number of Dwelling Units	Generation Rate Per Dwelling Unit	Number of Students Generated
Total	**100**		**28**

Source: Panama City Beach Comprehensive Plan

The proposed land use amendment would generate a total of 28 students. To determine the number of students for each school type (elementary, middle, and high), the percentages of each group of students in the Bay County School District were calculated from numbers taken from the annual update to the Public School Facilities Element Data and Analysis. Table 7 below, shows the projected numbers of students for each school type.

Table 7: Projected Number of Students by School Type due to the Proposed Amendment

School Type	Total Number of Students Generated	County Percentage by School Type	Number of Students by School Type
Elementary (PreK-5)	28	50%	14
Middle (6-8)	28	21%	6
High (9-12)	28	29%	8
Total		**100%**	**28**

The proposed Future Land Use Map amendment for the subject site would create an additional 28 students based on the aforementioned methodology. Table 8, demonstrates that there is adequate capacity in the Arnold Family School Zone to serve the proposed amendment.

Table 8: Bay County School District Available Capacity 2020-2021

School Type	Fish Capacity[1]	Projected Enrollment	Available Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Elementary	438	325	113	14	99
Middle	1,005	792	213	6	207
High	2,143	1,518	625	8	617
Total	**3,586**	**2,635**	**951**	**28**	**923**

FISH = Florida Inventory of School Houses

III. Environmental Analysis

The entirety of the site is within a vacant site that is previously undeveloped. Wetlands and any sensitive habitats that may be present on the site will be delineated and identified prior to development of the site. Please see Appendix A: Maps for a map of estimated wetlands on the subject site.

A. Wetlands

The site does not appear to contain any wetlands. Please see the Wetlands Map in Appendix A. Wetlands are protected by the following policies within the Conservation Element of the Comprehensive Plan:

> OBJECTIVE 5: Through implementation of the Land Development Regulations, the City shall include provisions for conservation and protection of fisheries, wildlife habitat and marine habitat in the development review and approval process. The City will continue to protect and conserve wetlands, seagrasses and shorelines and ensure that there will be no net losses of wetlands and seagrass areas as they existed on January 1, 1990.
>
> POLICY 5.2: The City shall protect and conserve the natural functions of existing soils, wetlands, marine resources, wildlife habitat, flood zones, and estuaries by using the following guidelines to establish standards in its Land Development Regulations.
>
> POLICY 5.3: Soils: All grading, filling, excavation, storage or disposal of soil and earth materials associated with development activities shall be undertaken so as to reduce the potential for soil erosion and sedimentation of water bodies or drainageways. Erosion control measures shall be required for all such activities. As part of the development review process, a developer shall include, but not be limited to the following:
>
> A. Calculations of maximum runoff based on the 25-year, critical duration storm event;
>
> B. A description of, and specifications for, sediment retention devices;

C. A description of, and specifications for, surface runoff and erosion control devices;

D. A description of vegetative measures;

E. A map showing the location of all items listed in (a) through (d) in this paragraph.

A developer may propose the use of any erosion and sediment control techniques provided such techniques represent the best management practices and are certified by a registered professional engineer. Once development activity begins the developer shall maintain in good order all erosion and sediment control measures specified in the Erosion and Sediment Control Plan regardless of whether the development project is completed or not.

POLICY 5.4: Wetlands and seagrass areas within the City shall be deemed environmentally sensitive, in recognition of their many natural functions and values, and shall be protected from incompatible land uses. The City shall afford protection to all these resources including prohibition of any portion of a septic tank system or other alternative individual household domestic waste treatment systems (hereafter referred to as septic tanks) within a wetland or seagrass area.

POLICY 5.5: The definition of wetlands to be used for regulatory purposes by the City shall be as defined in subsection 373.019(25), F.S., and as further described by the delineation methodology in Section 373.4211, F.S.

POLICY 5.6: The location of wetlands on a development site shall be accurately identified at the time of site development review. The City shall not issue a development order or permit for a parcel until all wetlands on that parcel have been identified.

POLICY 5.7: Buffers will be created between development and wetlands, surface water bodies and upland areas adjacent to these resources. The purpose of the buffer is to protect natural resources from the activities and impacts of development. The buffer shall function to:

A. Provide protection to the water bodies, wetlands and adjacent upland natural resources used by wildlife in association with the water bodies, and wetlands, from intrusive activities and impacts of development. The negative impacts of the uses upon each other must be minimized or, preferably, eliminated by the buffer such that the long-term existence and viability of the natural resources, including wildlife populations, are not threatened by such impacts and activities. In other words, incompatibility between the uses is eliminated or minimized and the uses may be considered compatible (which means a condition in which land uses or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition).
B. Types of buffers: The buffer may be a landscaped natural barrier; a natural barrier; or, where the natural barrier has been altered or no longer exists because of past lawful activities, a landscaped or natural barrier supplemented with fencing or other manmade barriers, so long as the function of the buffer and intent of this policy are

fulfilled. Fencing can be used to supplement the buffer requirements but may not be used as a replacement to the buffering requirements.

POLICY 5.8: The City shall protect and conserve the natural functions of wetlands and water bodies through wetland and shoreline protection buffers. High quality wetlands shall be buffered from development by uplands or low-quality wetlands. Except at permitted road crossings, upland or low-quality wetland buffers adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-foot width for each individual project area. All buffers, whether upland or wetland, will be preserved and maintained in a natural condition, except for the construction of boardwalks for dock access, roads, utilities, recreational crossings, on-grade trails, similar crossings, and an attendant ten (10) foot wide cleared path through the buffer for purposes of providing access to such encroachments. Buffers may be enhanced or restored to a more natural condition. Application of fertilizers, herbicides and pesticides is prohibited within all buffer areas. As used herein, "low quality wetlands" shall mean all jurisdictional areas defined by FDEP, which are in silviculture, including ditches and typically including hydric pine plantations. "High quality wetlands" shall mean all other jurisdictional areas, typically including cypress domes, strands, bay and gallberry swamps, harvested cypress swamp areas, titi monocultures, and hypericum bogs. Properties within the Ecosystem Management Agreement and the Regional General Permit shall provide a wetland setback as required by that agreement and permit. The number of such encroachments shall be minimized by co-location of utilities, roads, and other crossings. The wetlands protection buffer shall begin at the Florida Department of Environmental Protection jurisdictional line. The buffer zones shall consist of preserved native vegetation, including canopy, understory and ground cover. If there is no native vegetation on the site, a planted vegetated buffer shall be required as part of the site development.

POLICY 5.16: Performance standards to minimize the impacts to wetlands are as follows: Dredging or filling of wetlands shall be allowed only where it is demonstrated to be necessary to the public interest, and the applicant has demonstrated that such activity will not negatively impact water quality, oyster beds, natural functions, or endangered species habitat. Receipt of a permit from the U.S. Army Corps of Engineers and/or the FDEP and/or the Northwest Florida Water Management District authorizing all dredge and fill activities shall constitute demonstration of compliance with these standards for purposes of this section.

A. Clearing or removal of native vegetation only be permitted when necessary to permit allowable encroachments identified in Policy 5.8 of this Section. Such clearing or removal shall be the minimum area necessary to construct such improvements. Buildings must be built as required by the Building Code, FDEP, and/or the USACOE.
B. Septic tanks, drainfields, and greywater systems shall be located outside of the wetland and not within 75 feet of the wetland.
C. Development is designed and located in such a manner that there are no impacts to the following:
   1. The habitat, abundance, diversity, and food sources of fish, wildlife and listed species.
   2. The water quality of the wetland.

3. The flood storage and flood conveyance capabilities of the wetland.
4. Any historic resources, including those listed on the Master Site File List of the Florida Department of State.

IV. Urban Sprawl and Consistency Analyses

A. Urban Sprawl Analysis

Chapter 163.3177(6)(a)9.a., Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed FLU change would constitute urban sprawl. An analysis of the thirteen points as applied to the City of Panama City Beach Comprehensive Plan amendment is provided below:

163.3177(6)(a)9.a(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment is located within the urbanized area of the City of Panama City Beach and will provide for a compact multi-family residential use within an area with urban services. Therefore, the proposed amendment will not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

163.3177(6)(a)9.a(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. The proposed amendment is located within an urbanized area of the City of Panama City Beach and is a vacant parcel.

163.3177(6)(a)9.a(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development. The proposed development would fill a vacant parcel surrounded by developed parcels.

163.3177(6)(a)9.a(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer

recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment is not located within a rural area and does not fail to adequately protect and conserve natural resources. The amendment site does not contain any wetlands and will develop according to the wetlands policies contained within the Comprehensive Plan. The proposed amendment will also require treatment of stormwater to remove pollutants before it becomes runoff into the surface water system.

163.3177(6)9a)9.a(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The amendment site is located within the incorporated and urbanized area of the City of Panama City Beach and does not consist of any significant agriculture or silvicultural areas. The subject site is utilized for agriculture purposes. Therefore, the proposed amendment does not fail to adequately protect adjacent agricultural areas and activities. Increasing the density and intensity on the site will provide for more residential opportunities within an urbanized area that can reduce the need within the unincorporated areas of the County.

163.3177(6)9a)9.a(VI): Fails to maximize use of existing public facilities and services.

The proposed amendment does not fail to maximize the use of existing public facilities and services. The amendment area is within the urbanized area of the City and has adequate capacities to serve the site over the next planning horizon. Furthermore, allowing development on the site will allow the property to be develop in a more efficient and sustainable pattern.

163.3177(6)(a)9.a(VII): Fails to maximize use of future public facilities and services.

The proposed amendment will provide for the use of a vacant parcel that is surrounded by already-developed commercial uses that are served by public facilities. Therefore, the proposed amendments will not fail to maximize future public facilities and services by developing an area that is already in proximity to existing public facilities infrastructure.

163.3177(6)(a)9.a(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services. Municipal services are available to the proposed amendment area including,

roads, central potable water and sewer services, law enforcement, education, health care, fire and emergency response, and general government of the City. The vacant parcel is surrounded by already developed land and will maximize public facilities and enhance the urban fabric.

163.3177(6)(a)9.a(IX): Fails to provide clear separation between rural and urban uses.

As previously mentioned, the proposed amendment area is located within the urbanized area of the City of Panama City Beach. The City's Comprehensive Plan was established to promote efficient use of utilities and development, while preserving rural and low-density land uses of the County. The subject site is infill development whose construction will relieve growth pressures in other areas of the City and County.

163.3177(6)(a)9.a(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The City of Panama City Beach provides for increased development standards within the urbanized areas to try and discourage urban sprawl while providing areas for residents to work, shop and live in a relatively compact area. Therefore, the proposed amendments will provide needed opportunity for infill development and will not impede redevelopment of existing neighborhoods and communities.

163.3177(6)(a)9.a(XI): Fails to encourage an attractive and functional mix of uses.

As mentioned above, the proposed amendment is located within a developed area of the City. Therefore, the proposed amendment does not fail to encourage an attractive and functional mix of uses.

163.3177(6)(a)9.a(XII): Results in poor accessibility among linked or related land uses.

The proposed land use change does not result in poor accessibility among linked or related land uses. The proposed amendment is a vacant parcel that is surrounded by already developed parcels and future planned areas. Developing the parcel increase accessibility and create links to the existing and planned development around it.

163.3177(6)(a)9.a(XIII): Results in loss of significant amounts of functional open space.

The proposed amendment is located within the City of Panama City Beach and will not result in the loss of significant amounts of functional open space. Promoting and encouraging higher densities and intensities within the urbanized and/or incorporated areas of the City will result in the preservation of large tracts of open space that will enable the unincorporated area to maintain its rural character.

In addition to 163.3177(6)(a)9.a., F.S., Chapter 163.3177(6)(a)9.b. of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

163.3177(6)(a)9.b(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems. Development of the site will not impact any environmentally sensitive areas such as wetlands or protected and endangered species.

163.3177(6)(a)9.b(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment promotes the efficient and cost-effective provision or extension of public infrastructure and services. Municipal services are available to the proposed amendment area as well as the existing community including roads, central potable water and sewer services, stormwater management facilities, law enforcement, education, health care, fire and emergency response, and general government of the City.

163.3177(6)(a)9.b(III): Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed development of the amendment site would promote walkable and connected communities and would provide for compact development. The development of the site will also help support a mix of housing choices and promote connections to a multimodal transportation system, including walking and biking.

163.3177(6)(9)(b)(VII): Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed land use designation would allow for a mix of uses to be developed within proximity to each other. This mix will allow for a balance of land uses to meet the demands of the City's population.

B. Consistency Analysis

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the City of Panama City Beach Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of Future Land Uses, Natural Resources, and Public Facilities and Services of the Comprehensive Plan:

FUTURE LAND USE ELEMENT

OBJECTIVE 7: Future development will be directed into urban service areas shown on Exhibit 7-A to discourage the proliferation of urban sprawl.

Map 7-A shows the urban services area which includes the subject site.

POLICY 7.1: The City shall maintain land use districts and densities as appropriate to promote infill of vacant areas.

The subject site is a vacant parcel surrounded by developed parcels and will be infill development located north of the existing Beach Commerce Park, west of the Ward Creek Detail Specific Area Plan and east of the future West Laird Detail Specific Area Plan located within the Bay-Walton Sector Plan.

POLICY 7.2: New and existing development shall be required to connect to central water and central sewer systems when such services are available. As used in this Policy, the term "available" shall mean that distribution or collection (including forechains) lines are adjacent to or within usual and customary distances from the parcel under consideration. Availability shall not affect concurrency requirements.

Development on the subject site will connect to the City's central water and sewer systems.

POLICY 8.2: All new and existing land uses shall be adequately served by facilities and services at the level of service established in this Comprehensive Plan. All Development Orders and Development Permits shall be approved pursuant to the Concurrency Management System outlined in Section 1 of this Plan.

As shown in the above Public Facilities Analysis, there is adequate capacity to serve the proposed development.

TRANSPORTATION ELEMENT

POLICY 1.4: The City shall review all proposed developments for consistency with the level of service standards adopted by this Plan to maintain concurrency as specified in the Concurrency Management System.

As shown in the above Public Facilities Analysis, there is adequate capacity to serve the proposed development.

HOUSING ELEMENT

OBJECTIVE 1: Assist, through a favorable regulatory environment, the Private sector to provide new dwelling units of various types, sizes and costs to meet the housing needs of the City.

The proposed land use amendment would allow for housing to meet the housing needs of the City.

SCHOOL FACILTIES ELEMENT

Policy 13.2: In reviewing petitions for future land use, rezoning, or Planned Unit Developments (PUD) for residential development that may affect student enrollment or school facilities, the City will consider the following:

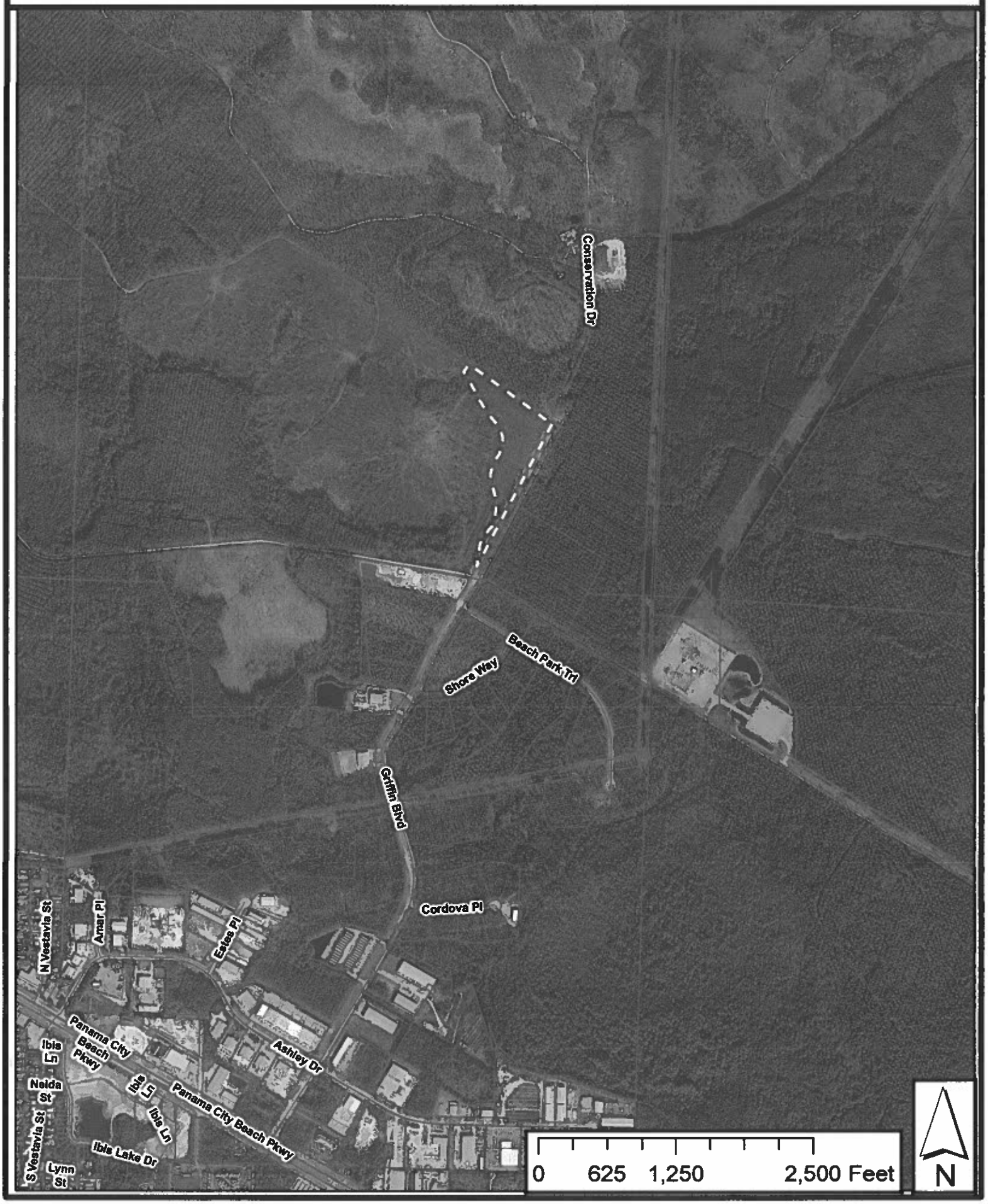
- **A. Providing school sites and facilities within planned neighborhoods;**
- **B. Insuring the compatibility of land uses adjacent to existing schools and reserved school sites;**
- **C. The co-location of parks, recreation and community facilities with school sites.**
- **D. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks;**
- **E. Insuring the development of traffic circulation plans to serve schools and the surrounding neighborhood;**
- **F. Providing off-site signalization, signage, access improvements and sidewalks to serve all schools;**
- **G. The inclusion of school bus stops and turnarounds in new developments;**
- **H. Innovative solutions proposed by the private sector;**
- **I. School Board staff comments and findings of available school capacity for comprehensive plan amendments and other land-use decisions;**
- **J. Available school capacity or planned improvements to increase school capacity; and**
- **K. Whether the proposed location is consistent with school design and planning policies.**

The proposed development will comply with the requirements of this policy and will ensure that the traffic circulation plan will consider schools and the surrounding neighborhoods. There appears to be adequate school capacity to serve the proposed development.

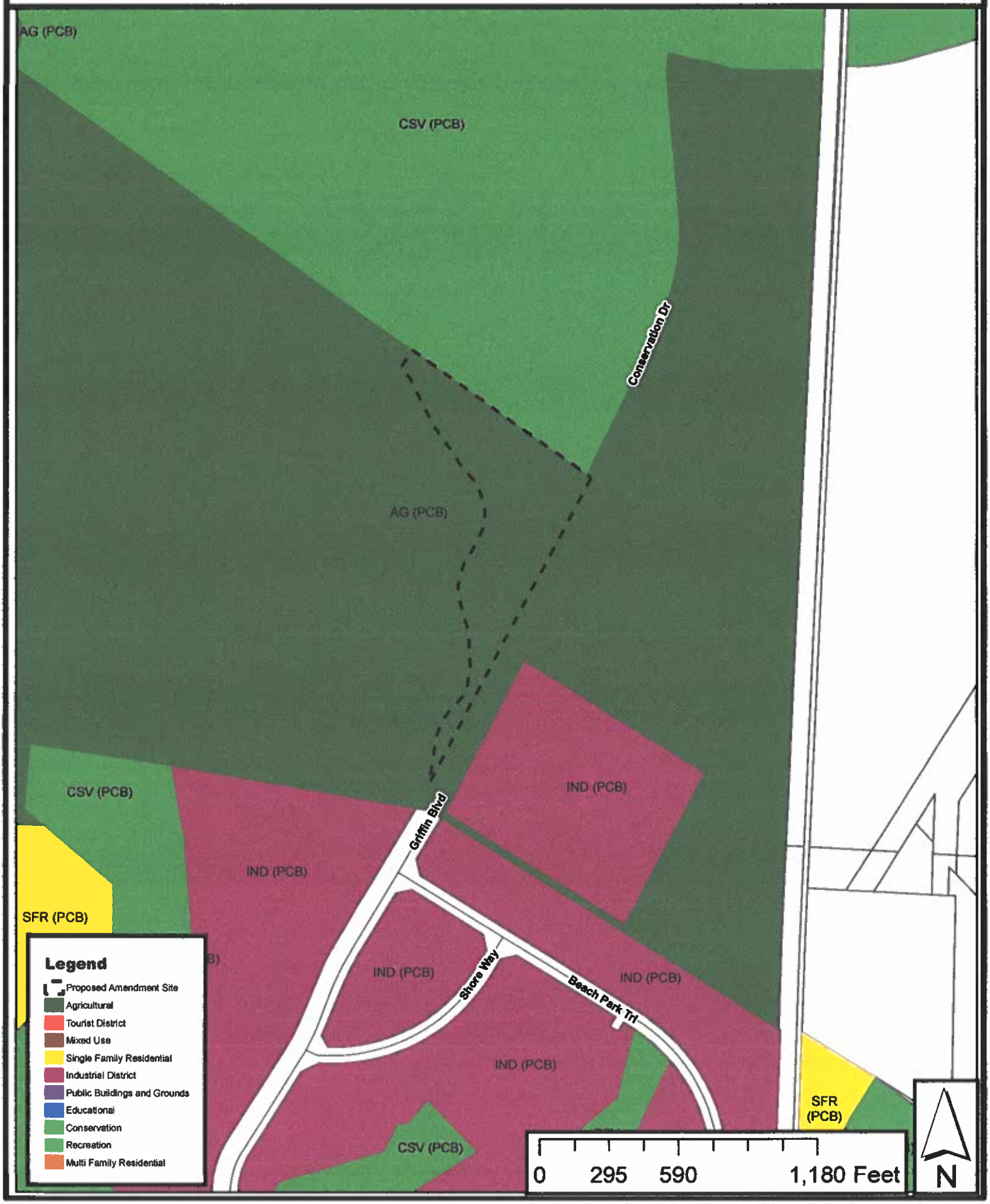
Appendix A:

Maps

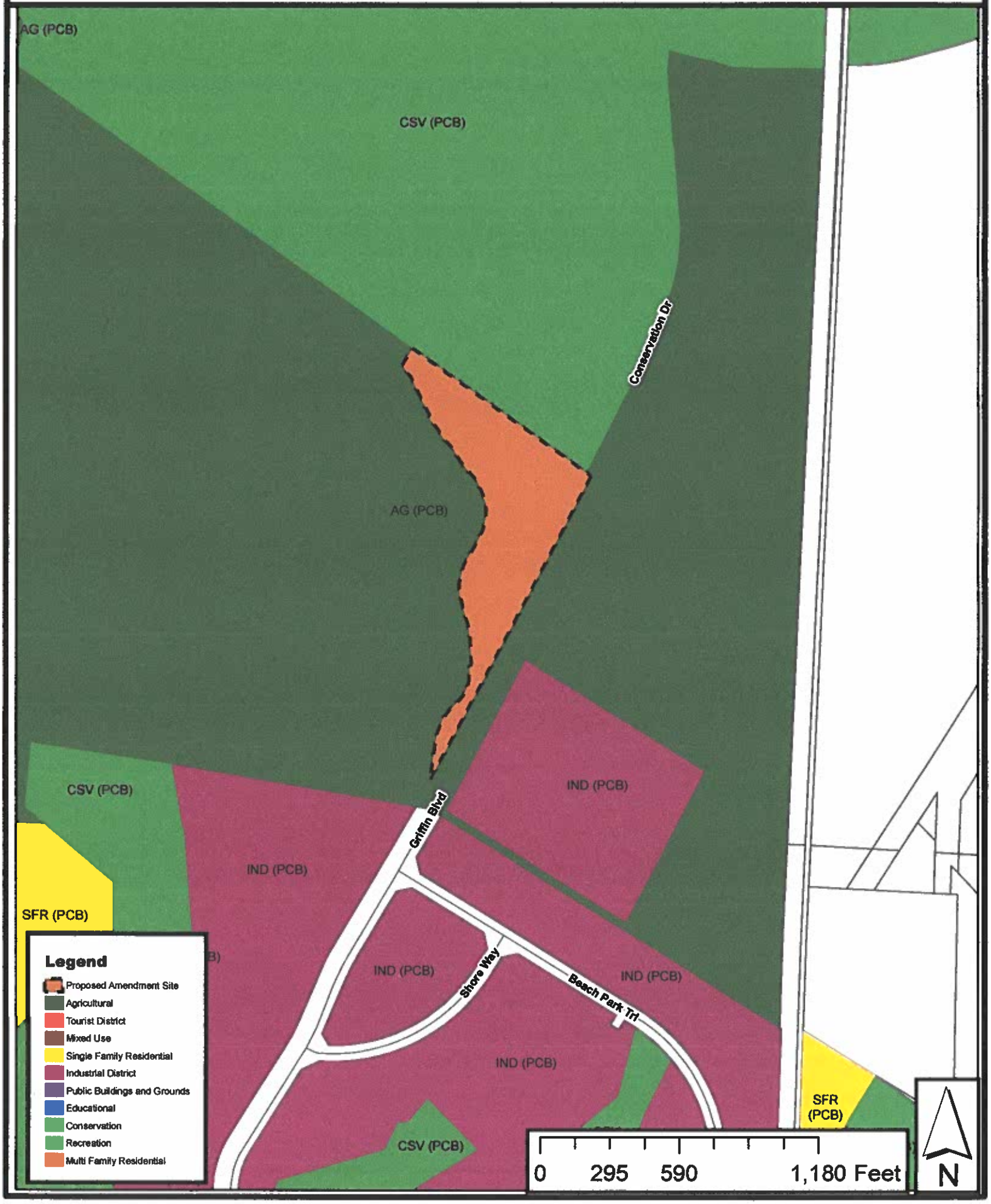
General Location Map



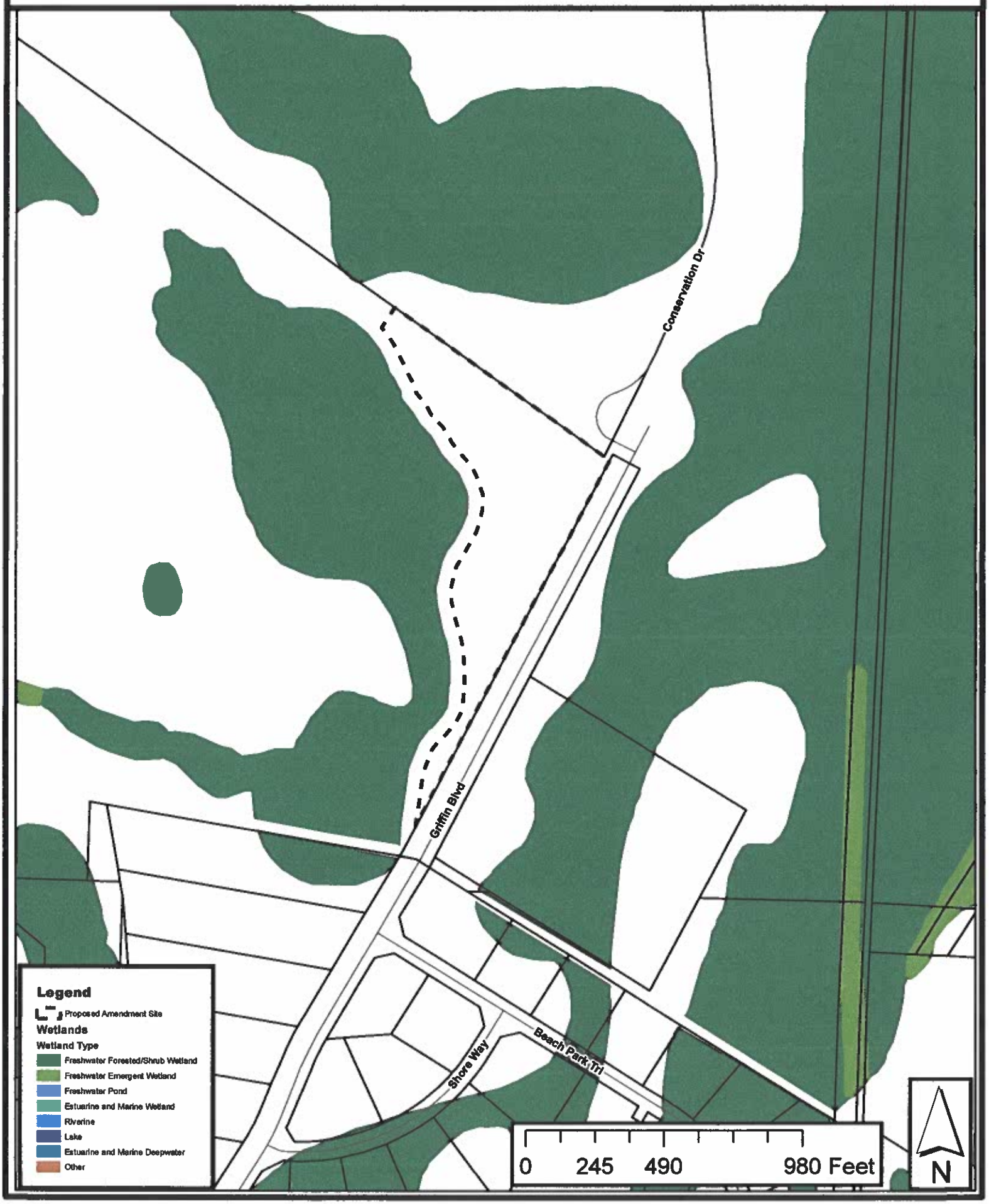
Existing Panama City Beach Future Land Use Map



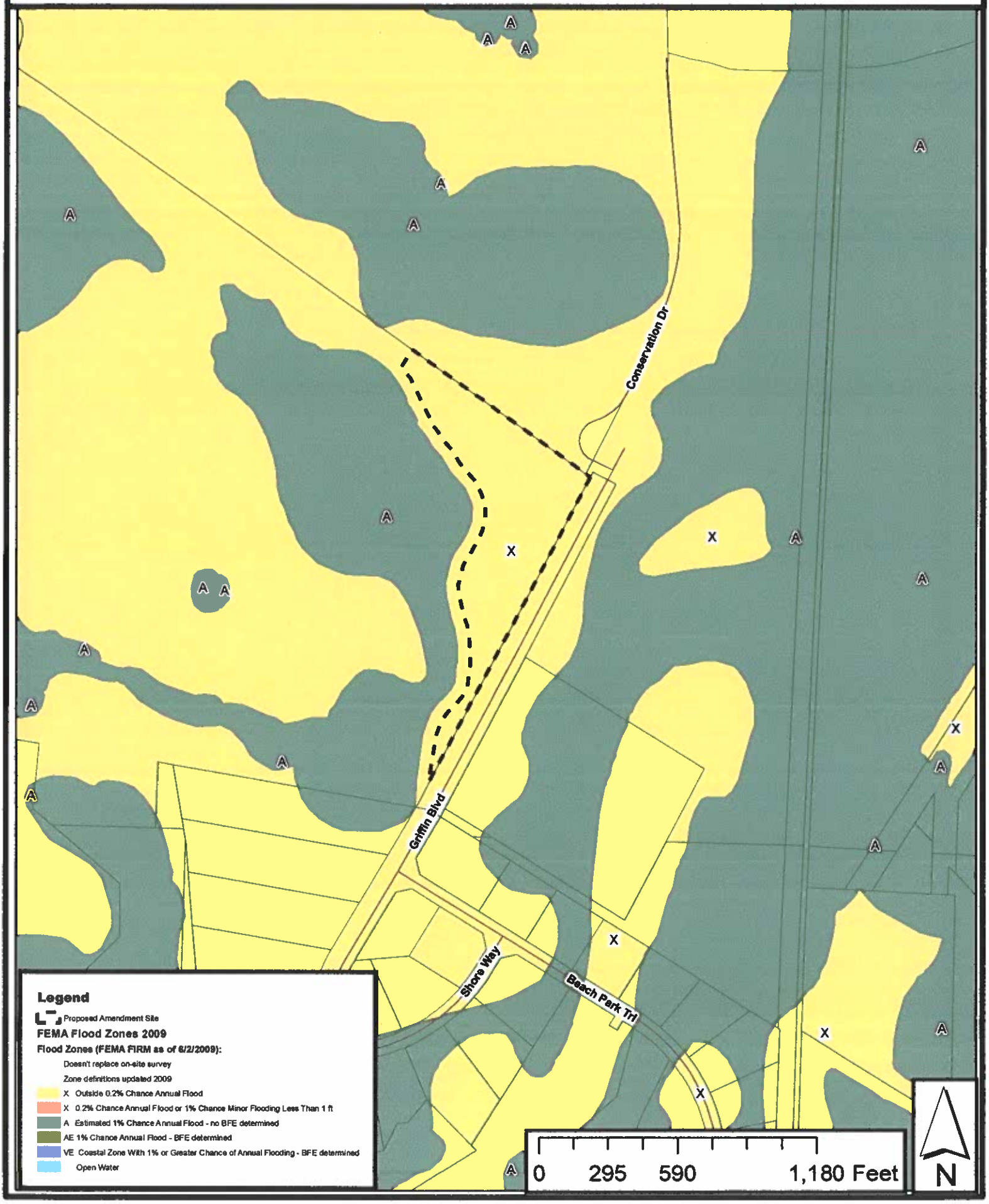
Proposed Panama City Beach Future Land Use Map



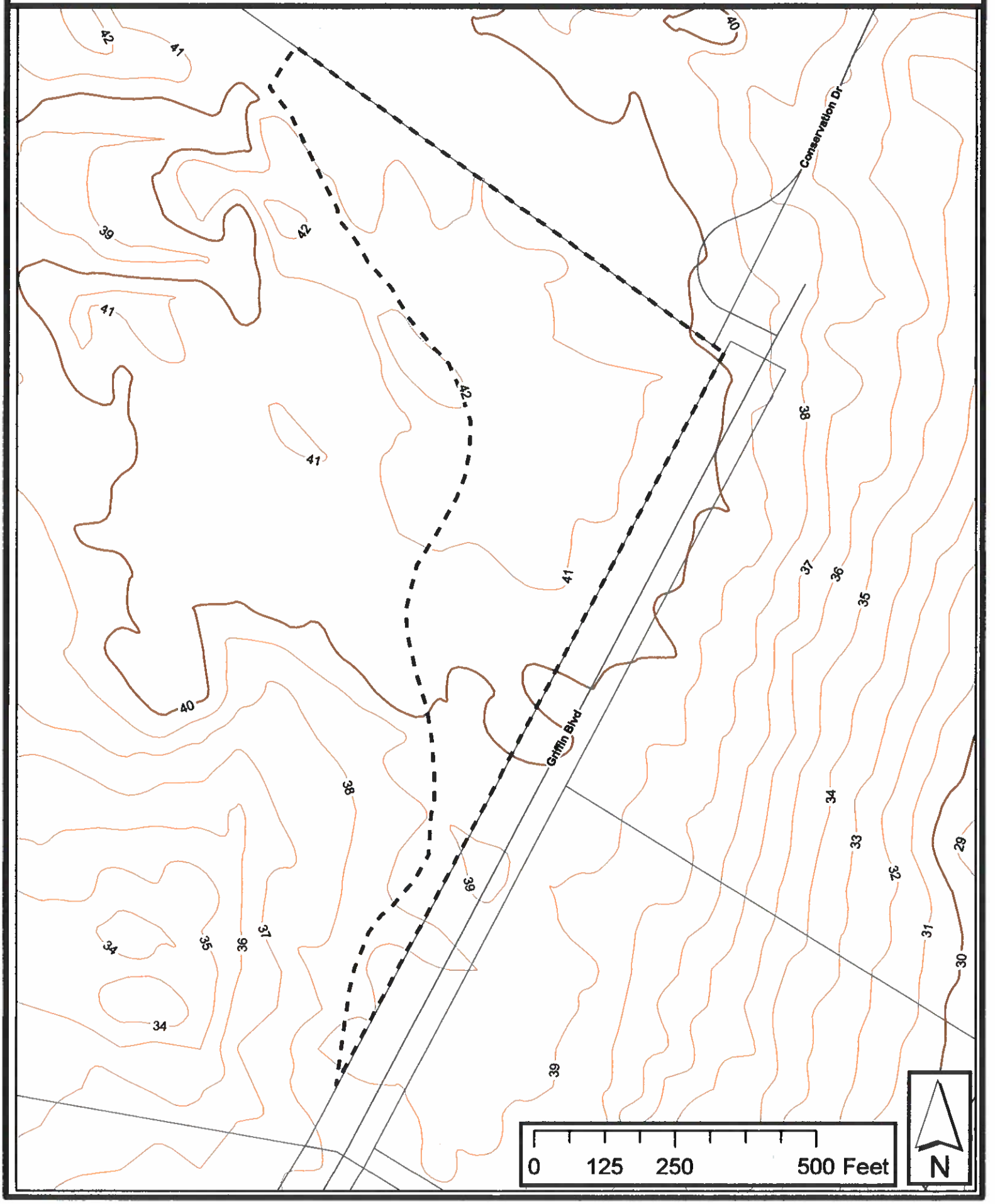
Panama City Beach Wetlands Map

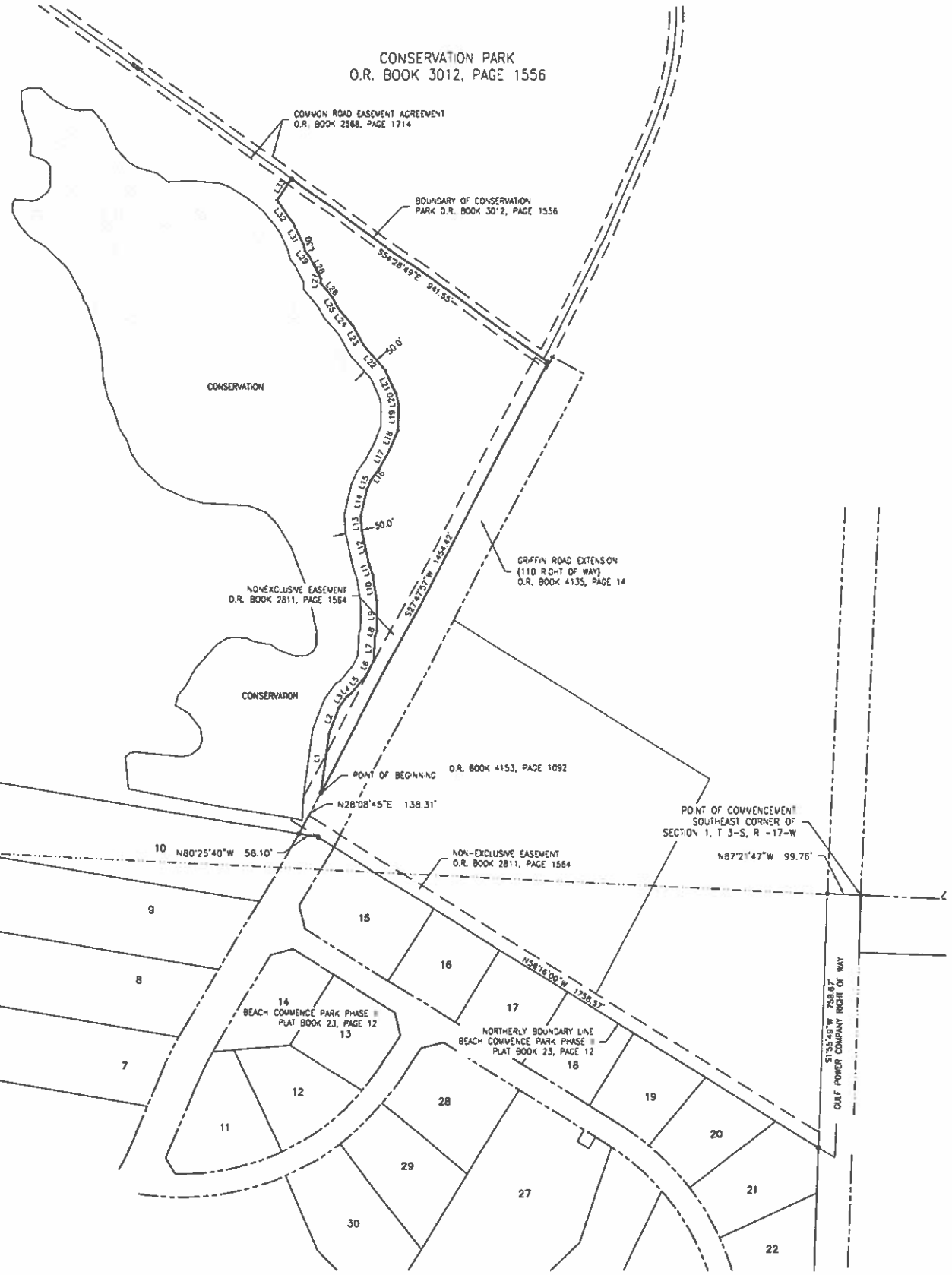


Panama City Beach Flood Zones Map



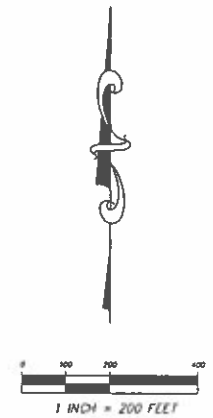
Panama City Beach Contours Map





Line Table		
Line #	Bearing	Length
L1	N7°49'55"E	177.68
L2	N21°06'57"E	84.76
L3	N35°38'21"E	41.01
L4	N80°17'31"E	12.30
L5	N41°04'37"E	73.63
L6	N27°50'32"E	50.55
L7	N3°23'20"E	72.18
L8	N19°38'42"E	17.77
L9	N0°35'18"W	91.31
L10	N9°13'50"W	77.91
L11	N19°43'06"W	36.68
L12	N12°27'28"W	100.12
L13	N4°11'40"W	42.06
L14	N13°27'47"E	83.34
L15	N24°29'14"E	28.27
L16	N36°46'15"E	41.73
L17	N28°53'42"E	66.71
L18	N21°27'33"E	63.44
L19	N1°16'49"E	78.32
L20	N12°42'12"W	32.13

Line Table		
Line #	Bearing	Length
L21	N24°18'52"W	77.74
L22	N42°37'42"W	93.74
L23	N29°41'38"W	73.66
L24	N42°08'03"W	62.70
L25	N29°42'20"W	42.98
L26	N38°04'44"W	52.24
L27	N1°12'28"E	14.73
L28	N27°32'34"W	75.76
L29	N39°16'01"W	17.33
L30	N14°02'09"W	23.04
L31	N26°22'46"W	70.08
L32	N36°48'05"W	84.27
L33	N35°31'11"E	78.90



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH SPECTRA PRECISION EPOCH 80 GNSS RTK GPS SYSTEM, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN).
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SKETCH MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THE SKETCH DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

LEGAL DESCRIPTION
A PARCEL OF LAND LYING AND BEING IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 87 DEGREES 21 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 99.76 FEET TO THE WEST BOUNDARY LINE OF A GULF POWER COMPANY RIGHT OF WAY; THENCE SOUTH 01 DEGREE 55 MINUTES 49 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 758.67 FEET TO THE NORTHEASTERLY CORNER OF LOT 21, BEACH COMMENCE PARK, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID BEACH COMMENCE PARK AS FOLLOWS: NORTH 58 DEGREES 18 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 1,758.57 FEET; THENCE NORTH 80 DEGREES 25 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 58.10 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 4135, PAGE 14 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY PROCEED NORTH 28 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION, FOR A DISTANCE OF 138.31 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY PROCEED NORTH 7 DEGREES 49 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 177.68 FEET; THENCE NORTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, FOR A DISTANCE OF 84.76 FEET; THENCE NORTH 35 DEGREES 38 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 41.01 FEET; THENCE NORTH 80 DEGREES 17 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 12.30 FEET; THENCE NORTH 41 DEGREES 4 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 73.63 FEET; THENCE NORTH 27 DEGREES 50 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 50.55 FEET; THENCE NORTH 3 DEGREES 23 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 72.18 FEET; THENCE NORTH 19 DEGREES 38 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 17.77 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, FOR A DISTANCE OF 91.31 FEET; THENCE NORTH 9 DEGREES 13 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 77.91 FEET; THENCE NORTH 19 DEGREES 43 MINUTES 6 SECONDS WEST, FOR A DISTANCE OF 36.68 FEET; THENCE NORTH 12 DEGREES 27 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 100.12 FEET; THENCE NORTH 4 DEGREES 11 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 42.06 FEET; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 83.34 FEET; THENCE NORTH 24 DEGREES 28 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 28.27 FEET; THENCE NORTH 36 DEGREES 46 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 41.73 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 42 SECONDS EAST, FOR A DISTANCE OF 66.71 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 63.44 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 78.32 FEET; THENCE NORTH 12 DEGREES 42 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 32.13 FEET; THENCE NORTH 24 DEGREES 18 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 77.74 FEET; THENCE NORTH 42 DEGREES 37 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 93.74 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 38 SECONDS WEST, FOR A DISTANCE OF 73.66 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 62.70 FEET; THENCE NORTH 29 DEGREES 42 MINUTES 20 SECONDS WEST, FOR A DISTANCE OF 42.98 FEET; THENCE NORTH 39 DEGREES 4 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 52.24 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 14.73 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 75.76 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 01 SECOND WEST, FOR A DISTANCE OF 17.33 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 9 SECONDS WEST, FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 26 DEGREES 22 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 70.08 FEET; THENCE NORTH 36 DEGREES 48 MINUTES 5 SECONDS WEST, FOR A DISTANCE OF 84.27 FEET; THENCE NORTH 35 DEGREES 31 MINUTES 11 SECONDS EAST, FOR A DISTANCE OF 78.90 FEET TO A POINT ON THE BOUNDARY LINE OF CONSERVATION PARK AS RECORDED IN OFFICIAL RECORDS BOOK 3012, PAGE 1556 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 54 DEGREES 28 MINUTES 49 SECONDS EAST, ALONG SAID BOUNDARY LINE, FOR A DISTANCE OF 841.55 FEET TO THE AFORESAID NORTHWESTERLY BOUNDARY OF GRIFFIN ROAD EXTENSION; THENCE SOUTH 27 DEGREES 47 MINUTES 57 SECONDS WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 1,454.42 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.712 ACRES, MORE OR LESS.

SUBJECT TO:
A COMMON ROAD EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2568, PAGE 1714 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND A NON-EXCLUSIVE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CHD

Dewberry

DEWBERRY ENGINEERS INC.
2035 E. PARAMUS PARK
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0644 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

David Bartlett 2021.07.19 15:51:22 -05'00'

DAVID JON BARTLETT, P.S.M. DATE SIGNED
PROFESSIONAL SURVEYOR & MAPPER No. LS5408

SKETCH OF DESCRIPTION
SECTION 1, T-3-S, R-17-W
BAY COUNTY, FLORIDA

FB/PG	N.A.
FIELD DATE	N.A.
DRAWING DATE	07/19/2021
BY	DJB
APPROVED	JHC
PROJECT NO.	50142913
SCALE	1" = 200'

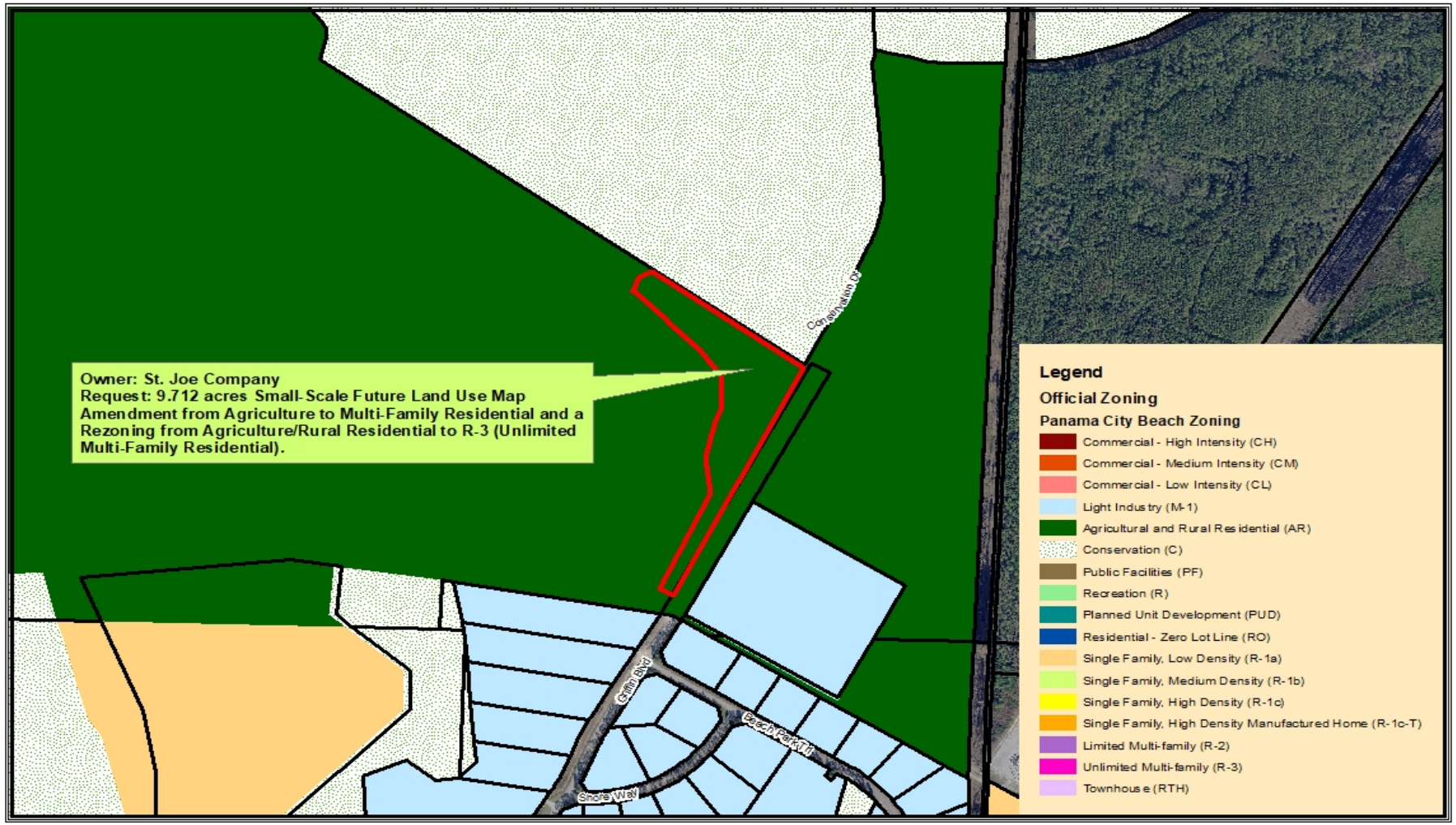
S1

July 19, 2021 (15:47:44 EST)
DRAWING NAME: M:\50142913_SJC_ST. JOE ASSOCIATE HOUSING\SURVEY DWG\50142913 SJC ASSOCIATE HOUSING.DWG 24X36 BY: DBARTLETT

St. Joe Company Requests

- Small-Scale (less than 50 acres) Future Land Use Map Amendment request from Agriculture to Multi-Family Residential and a Rezoning Request from Agriculture and Rural Residential to R-3 (Unlimited Multi-Family Residential).
- The property consists of 9.712 acres and is located on the west side of Griffin Boulevard and south of the City's Conservation Park.

Small-Scale Plan Amendment and Rezoning

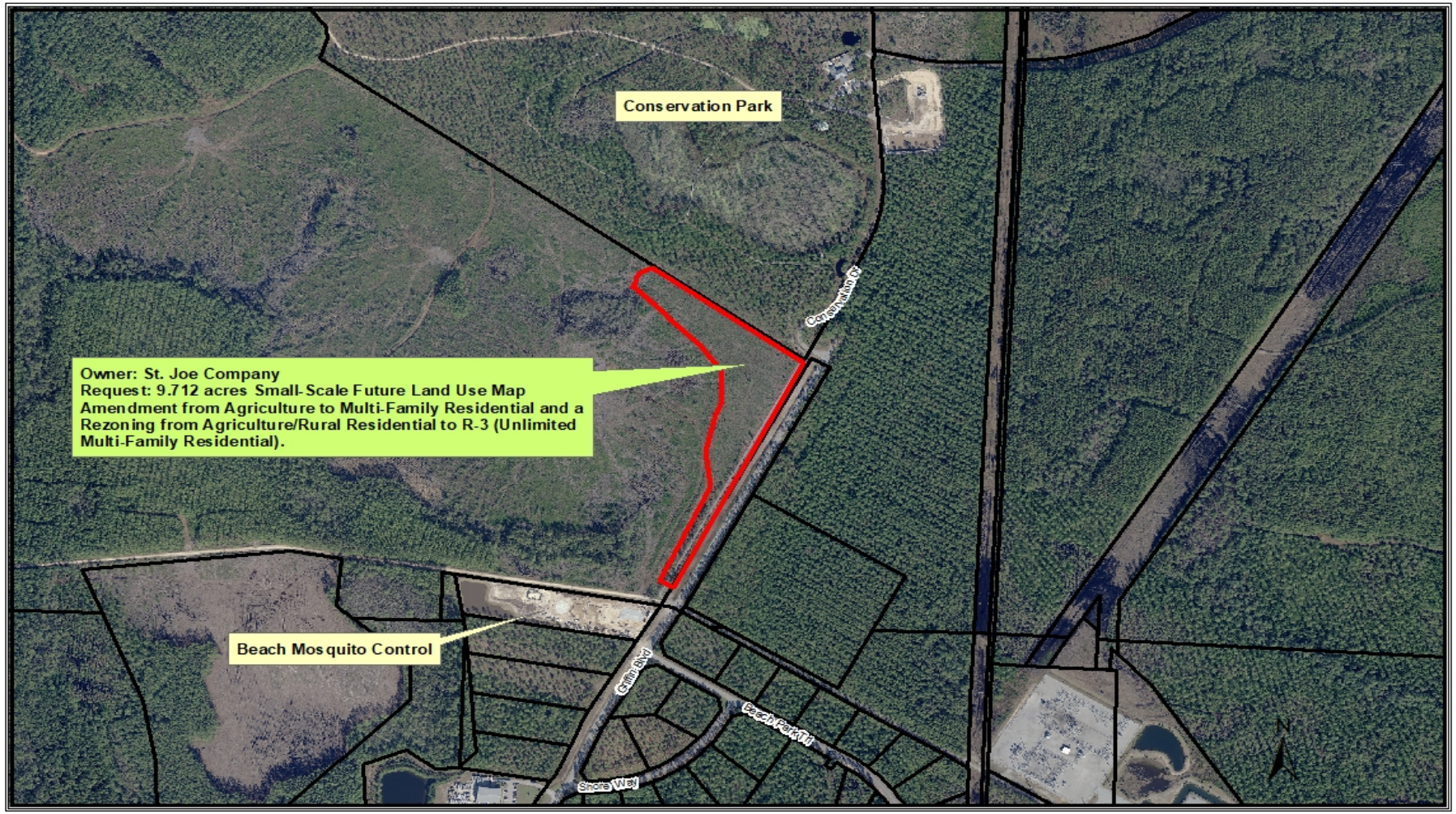


0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Small-Scale Plan Amendment and Rezoning



0 210 420 840 1,260 1,680 Feet

N

Prepared by The
City of Panama City Beach
Planning Department

Proposed Development Agreement Limitations

1. The maximum number of dwelling units on the property shall be limited to 100;
2. The maximum allowable building height shall be limited to 35 feet; and,
3. A disclosure will be placed in rental agreements acknowledging the proximate location of the Beach Mosquito Control Helipad.

Public Notices

copies can be distributed to Board members for advance review and hearing preparation purposes. Any person desiring to speak in person may appear at the public hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Any person requiring a special accommodation at this meeting due to disability or physical impairment or needing an interpreter to participate in this proceeding should contact the Agency at 850-400-PACE at least 48 hours prior to the meeting. If hearing impaired, Florida Relay Service numbers for assistance are (800) 955-8771 (tdd) or (800) 955-8770 (voice).

By Order of the Board of Directors of the Florida PACE Funding Agency.

10/11, 10/18, 10/25 & 11/1/2021

NOTICE OF COMPREHENSIVE PLAN AMENDMENT AND LAND USE CHANGE

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinances. Adoption of these ordinances may change the actual list of permitted, conditional, or prohibited uses for the property described in these ordinances.

ORDINANCE NO 1568

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO MULTI-FAMILY RESIDENTIAL; DESIGNATING FOR MULTI-FAMILY RESIDENTIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 9.712 ACRES; SAID PARCEL LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000; AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR MULTI-FAMILY RESIDENTIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

AND

ORDINANCE NO 1569

AN ORDINANCE REZONING FROM AGRICULTURE AND RURAL RESIDENTIAL (AR) TO MULTI-FAMILY RESIDENTIAL (R-3) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 9.712 ACRES; LOCATED AT THE END OF GRIFFIN BOULEVARD, A PORTION OF PARCEL ID 35288-000-000, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinances will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA
10/25/2021
6384498

PUBLIC HEARING NOTICE TO CONSIDER DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the following described Development Agreement shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing at its regular meeting to be conducted at 9:00 a.m. on October 28, 2021, to wit:

A Development Agreement proposed to be entered into between the City Council of the City of Panama City Beach, Florida, and The St. Joe Company, a Florida corporation, authorized to do business in the State of Florida. The land which is the subject of the Development Agreement is located at the end of Griffin Boulevard in Panama City Beach, Florida.

A second public hearing will be held at 6:00 p.m. on November 10, 2021, also in the City Council Chambers at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida. At the conclusion of the second public hearing the Development Agreement may be adopted.

The total acreage of the property which is the subject of the Development Agreement is approximately 9.712 acres. The proposed zoning of the property subject to this Agreement is Multi-Family Residential (R-3). The proposed comprehensive plan designation of the property will be Multi-Family Residential. The proposed uses of the property may include residential, lodging accommodations, ponds and open space, and amusements. The proposed population density is 100 total units. The proposed building intensity is 80% or less impervious surface coverage, and 80% floor area ratio.

Development on that portion of the parcel located within the Front Beach Road 2 Overlay (FBO-2) District shall not exceed a building height of 35 feet. Development on that portion of the parcel outside of the Front Beach Road Overlay District shall not exceed a building height of 65 feet.

A copy of the Development Agreement including the legal description of the subject land can be obtained from the Panama City Beach Building and Planning Department, 116 South Arnold Road, Panama City Beach, Florida.

Any person requiring a special accommodation at the public hearing because of a disability or physical impairment should contact Lynne Fasone, Panama City Beach City Clerk, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or by phone at (850) 233-5100 at least five (5) calendar days before the public hearing at which the accommodation is needed. If you are hearing or speech impaired and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System which can be reached at (850) 955-8770 (voice) or (800) 955-8771.

In accordance with Florida Statute Section 286.0105, if any person decides to appeal any decision made with respect to any matter considered at the public hearing, such person will need a record of the proceedings, and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ALL INTERESTED PERSONS seeking to be heard on the adoption of the Development Agreement amendment are invited to be present at the public hearings.

CITY OF PANAMA CITY BEACH, FLORIDA
By: Lynne Fasone, City Clerk
10/15/2021
10/25/2021
6392966

NOTICE OF PUBLIC HEARING ON COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN that the City Commission of the City of Springfield, Florida, will hold a public hearing to consider adoption of the following entitled proposed ordinance.

ORDINANCE NO. 575

AN ORDINANCE AMENDING ORDINANCE 484, KNOWN AS THE CITY OF SPRINGFIELD 2025 COMPREHENSIVE PLAN; AMENDING SECTION VIII, PLAN ELEMENTS, TO ADD NEW SECTION VIII-11, PRIVATE PROPERTY RIGHTS ELEMENT REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

A public hearing on the ordinance will be held on November 1, 2021, at 5:30 p.m. or as soon after as may be heard, at the City's regular meeting at the Springfield City Hall, located at 408 School Avenue. All interested persons are encouraged to attend and be heard. During the public hearing, the ordinance will be presented to the City Commission for adoption. The ordinance may be adopted during or immediately following the public hearing.

The public is invited to view the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Clerk at 408 School Avenue, Springfield, FL, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

If a person decides to appeal any decision made by the City Commission 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 to be based.

Any person requiring a special accommodation to participate in the meeting because of a disability or physical impairment should contact the Springfield City Clerk at 408 School Avenue, Springfield, Florida 32401 or by phone at (850) 258-2766 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF SPRINGFIELD, FL
10/25/2021
6434585

Public Sale

Notice of Self Storage Sale

Please take notice USA Storage Centers - MLK at 2501 Martin Luther King Jr. Blvd Panama City FL 32405 intends to hold a sale to sell the property stored at the Facility by the below list of Occupants whom are in default at an Auction. The sale will occur as an online auction via www.storageauctions.com at 11/4/2021 at 10:00AM. Unless stated otherwise the description of the contents are household goods and furnishings. Kimberly Russ unit #124; Jared Hicks unit #357; Amber Stevens unit #368; Donnell McClendon unit #415; Perry Gainer unit #565; Jeff McCulley/Gulf Coast Construction unit #655. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

10/18, 10/25/2021

Notice is hereby given that Stor Pros self-storage, located at 2726 15th St, Panama City, FL 32405, will be holding an online auction at storageauctions.com on November

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mel Leonard, Building & Planning	November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve the updated Comprehensive Plan and the new Section 14 - Private Property Rights Element.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Economic Development Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Planning Board has conducted a voluntary update of all of the data and analysis within the approved Comprehensive Plan. The Plan has been updated with more current population data, utility usage, natural areas inventories, and other similar data. Additionally, the State of Florida now requires all local governments to adopt a new section to their comprehensive plan that supports private property rights. The State has provided template language which has been adopted with minor revisions and is shown on the attachments as Section 14 of the Plan. If a local government does not adopt the new section with the template language or substantially similar language, the State will not process any large scale plan amendments from that local government. On August 26, 2021 the City Council approved transmittal of the Comprehensive Plan to the State Department of Economic Opportunity as well as other State Departments, the County and other Regional Review Agencies. No objections were received and the Comprehensive Plan update is now available for adoption.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

Ord 1668.Comprehensive Plan Update.2nd Reading.pdf
Section 1 Introduction.pdf
Section 2 Population Estimates and Projections.pdf
Section 3 Future Land Use Element.pdf
Section 4 Transportation.pdf
Section 5 Housing.pdf
Section 6 Recreation and Open Spaces.pdf
Section 7 Sewer, Solid Waste, Stormwater, Potable Water and Aquifer Recharge.pdf
Section 8 Conservation.pdf
Section 9 Coastal Management Element.pdf
Section 10 Intergovernmental Coordination.pdf
Section 11 Capital Improvements.pdf
Section 12 Definitions.pdf
Section 13 Public School Facility Element.pdf
Section 14 Private Property Rights Element.pdf
Comp Plan Update 2021 DEO Approval Letter.pdf
Proof of publ 6487781.pdf

ORDINANCE NO. 1688

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING AND RESTATING THE COMPREHENSIVE GROWTH DEVELOPMENT PLAN AS PREVIOUSLY ADOPTED BY ORDINANCE 1143, AS AMENDED; ADOPTING THE 2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; ESTABLISHING AND CREATING A PRIVATE PROPERTY RIGHTS ELEMENT, AMENDING AND UPDATING DATA AND ANALYSIS CONTAINED THROUGHOUT THE PLAN; AMENDING THE DATA, GOALS, OBJECTIVES OR POLICIES IN EACH SECTION TO REFLECT CURRENT LAW, GOAL ACHIEVEMENTS AND PRESENT CIRCUMSTANCES, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS PROVIDED BY LAW.

WHEREAS, the City Council has directed a comprehensive review of the City's Comprehensive Plan, independent of and unrelated to the periodic evaluation and appraisal required by Chapter 163, Florida Statutes; and

WHEREAS, over the last year, the City's Planning Board has been reviewing the City's Comprehensive Plan chapter by chapter at its regular meetings to update its data, goals, policies and objectives; and

WHEREAS, on February 10, 2021 the Planning Board recommended approval of the updated Comprehensive Plan at a properly advertised public hearing; and

WHEREAS, the City Council held a public hearing on August 26, 2021 to consider first reading of the updated Comprehensive Plan and its transmittal to the State and reviewing agencies for comment; and

WHEREAS, on September 2, 2021, this proposed Ordinance was sent to the State and the reviewing agencies for comment, and no comments were received; and

WHEREAS, the City Council held a properly advertised public hearing on November 10, 2021 to consider second reading and adoption, and voted to approve the Ordinance; and

WHEREAS, all conditions and requirements for the enactment of an ordinance to amend the City's Comprehensive Plan have been met.

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 the Panama City Beach Comprehensive Growth Development Plan is amended to read as attached hereto, incorporated herein and entitled "The 2021 Amended and Restated City of Panama City Beach Growth Development Plan," including all tables, exhibits, maps charts, lists and similar discrete components (new text **bold and underlined**, deleted text struckthrough).

SECTION 2. All ordinances or parts of ordinances in conflict with the City's Comprehensive Plan are repealed only 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 Growth Development Plan, 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. If any portion of the City's Comprehensive Plan shall be declared unconstitutional or unenforceable, all portions not so invalidated shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect as provided by law.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, this _____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
MARK SHELDON, MAYOR

ATTEST:

_____
LYNNE FASONE, CITY CLERK

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
MARK SHELDON, MAYOR

Published in the News Herald on the ___ day of _____, 2021.

Posted on **pcbfl.gov** on the 24th day of August, 2021.

THE 2021
AMENDED AND RESTATED
CITY OF PANAMA CITY BEACH
GROWTH DEVELOPMENT PLAN

SECTION 1

INTRODUCTION TO THE PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN

1. PURPOSE

The purpose of the City of Panama City Beach's Comprehensive Growth Development Plan is to establish goals, objectives, and policies for the future development of Panama City Beach. Policies are determined through the evaluation of existing conditions, necessary improvements, and the establishment of future projected needs of Panama City Beach. Under the minimum criteria outlined in the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part 2, Fla. Stat., ~~and Rule 9J-5, Florida Administrative Code~~, the City developed this plan. The purpose of the Act is to utilize and strengthen the existing role, processes, and powers of local governments in the establishment and implementation of comprehensive planning programs to guide and control future development. Section 163.3161, Fla. Stat.

The State Legislature's intent is that the enactment of this act is necessary so that local governments can preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within jurisdictions of local government. Through the process of comprehensive planning, the legislature intends that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions. Section 163.3161, Fla. Stat.

It is the intent of the City to encourage and assure cooperation between and among municipalities and counties and to encourage and assure coordination of planning and development activities of regional agencies and state government in accord with applicable provisions of law. Section 163.3161, Fla. Stat.

It is the intent of the City that the adopted comprehensive plans shall have the legal status set out in the Statute and that no public or private development shall be permitted except in conformity with this comprehensive plan taken as a whole, prepared and adopted in conformity with the Statute. Section 163.3161, Fla. Stat.

The legislature does not intend the Local Government Comprehensive Planning and Land Development Regulation Act to limit or restrict the powers of municipal governments, but shall be interpreted as a recognition of their broad statutory and constitutional powers to locally plan for and regulate the use of land. Section 163.3161,Fla. Stat.

~~Rule 9J-5, F.A.C., establishes minimum criteria for the preparation, review and determination of compliance of comprehensive plans pursuant to Section 163, Fla. Stat. The Rule establishes criteria implementing the legislative mandate that local comprehensive plans be consistent with the appropriate comprehensive regional policy plan and the State Comprehensive Plan, and recognizes the major role that local government will play in accomplishing the goals and policies of the appropriate comprehensive regional policy plan and the State Comprehensive Plan. Rule 9J-5.001, F.A.C.~~

2. PLAN CONSISTENCY WITH REGIONAL AND STATE COMPREHENSIVE PLANS

The City intends and finds that this comprehensive plan is consistent with the appropriate comprehensive regional policy plan and the State Comprehensive Plan as it appears in Section 187.201, Fla. Stat. A local plan shall be consistent with a comprehensive regional policy plan or the State Comprehensive Plan if the local plan is compatible with and furthers such plans. ~~Rule 9J-5.021 F.A.C.~~

3. LAND USE

The State's goal concerning land use is stated in Section 187.201 Fla. Stat. as follows:

> In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

4. TRAFFIC CIRCULATION

The State's goal for transportation as stated in Section 187.201 Fla. Stat. is:

> Florida shall direct future transportation improvements to aid in the management of growth and shall have a state transportation system that integrates highway, air, mass transit, and other transportation modes.

5. HOUSING

The housing goal for the State outlined in Section 187.201, Fla. Stat. is:

The public and private sectors shall increase the affordability and availability of housing for low-income and moderate-income persons, including citizens in rural areas, while at the same time encouraging self sufficiency of the individual and assuring environment and structural quality and cost-effective operations.

6. SOLID WASTE AND POTABLE WATER

Section 187.201, Fla. Stat. outlines the State goal for water resources:

> Florida shall assure the availability of an adequate supply of water for all competing uses deemed reasonable and beneficial and shall maintain the functions of natural systems and the overall present level of surface water and ground water quality. Florida shall improve and restore the quality of waters not presently meeting water quality standards.

Section 187.201, Fla. Stat. outlines the State goal for solid waste:

> All solid waste, including hazardous waste, wastewater, and all hazardous materials, shall be properly managed, and the use of landfills shall be eventually eliminated.

7. CONSERVATION, RECREATION AND OPEN SPACES

The State goal for conservation of natural systems and recreational lands is found in Section 187.201 Fla. Stat. as follows:

> Florida shall protect and acquire unique natural habitats and ecological systems, such as wetlands, tropical hardwood hammocks, palm hammocks, and virgin long-leaf pine forests, and restore degraded natural systems to a functional condition.

8. COASTAL MANAGEMENT

Coastal and marine resources are addressed in the State's goal with Section 187.201 Fla. Stat.:

> Florida shall ensure that development and marine resource use and beach access improvements in coastal areas do not endanger public safety or important natural resources. Florida shall, through acquisition and access improvements, make available to the state's population additional beaches and marine environment, consistent with sound environmental planning.

9. INTERGOVERNMENTAL COORDINATION

The State's goal for plan implementation in Section 187.201 Fla. Stat. is:

> Systematic planning capabilities shall be integrated into all levels of government in Florida, with particular emphasis on improving

Intergovernmental coordination and maximizing citizen involvement.

10. CAPITAL IMPROVEMENTS

The State's goal for protecting public facilities as found in Section 187.201 Fla. Stat. is:

> Florida shall protect the substantial investments in public facilities that already exist and shall plan for and finance new facilities to serve residents in a timely, orderly, and efficient manner.

11. PUBLIC SCHOOL FACILITIES

Legislation enacted by the 2005 Florida Legislature (Senate Bill 360, Laws of Florida 2005-290) mandates a comprehensive focus on school planning by requiring local governments and school boards to adopt a school concurrency system. School concurrency ensures coordination between local governments and school boards in planning and permitting developments that affect school capacity and utilization rates.

12. PUBLIC PARTICIPATION PROCEDURES

It is the intent of the City to provide reasonable notice to all citizens of the on-going events in the planning process. The City of Panama City Beach established by Resolution the following procedures relative to the adoption of the comprehensive plan, amendments to the comprehensive plan, and preparation of Evaluation and Appraisal Reports.

Prior to the adoption of the comprehensive plan, revisions to the comprehensive plan and preparation of Evaluation and Appraisal Reports:

A. A public hearing shall be held prior to the transmittal of the initial draft of the comprehensive plan to the Department of ~~Community Affairs~~ **Economic Opportunity** (**DEO** ~~DCA~~) for review. This public hearing shall be held on a weekday approximately seven (7) days after the date of the first advertisement is published. The intent to hold and advertise a second public hearing prior to the adoption of the comprehensive plan shall be announced at the first public hearing.

B. A second public hearing shall be held just prior to the adoption of the comprehensive plan by the City. The public hearing shall be held on a weekday no sooner than five (5) days after an advertisement is published.

C. A public hearing shall be held prior to any revisions of the comprehensive plan. It shall be held on a weekday approximately seven (7) days after the date that the first advertisement is published.

D. A public hearing shall be held prior to the submittal of an Evaluation and Appraisal

Report to the Department of **Economic Opportunity** ~~Community Affairs~~. The public hearing shall be held on a week day approximately seven (7) days after the date that the first advertisement is published.

E. The advertisement of the public hearing shall be run in a paper of local circulation and shall state the date, time, place of the meeting, subject of the meeting, and the place or places within the boundaries of the local government entities where the proposed comprehensive plan, plan amendment, or Evaluation and Appraisal Report may be inspected by the public. The advertisement shall advise that interested parties may appear in person and be heard or written comments may be presented prior or during the public hearing.

F. All comments received during the public hearing will be considered prior to any official action being taken.

All regular meetings of the Planning Board and City Council are recorded by ~~audio~~ **video** tape. Every meeting has time set aside for public comment. Any person having pertinent input is encouraged to speak before the Council. Any person not wishing to speak, but desiring to have input can send written comments to the Mayor or Chairman of the Planning Board who will see that it is made a part of the public record.

13. PROCEDURES FOR MONITORING AND EVALUATION

As time passes, many changes will take place that were not anticipated during the initial planning stage. These changes will influence the goals and objectives adopted in the plan requiring adjustments. The City adopted its first Evaluation and Appraisal Report (EAR) on April 18, 2002. The Comprehensive Plan was then updated based upon the recommendations of the adopted EAR on September 26, 2002. The City adopted its second EAR on May 8, 2008. This plan has been amended to incorporate the recommendations of the latest EAR, **along with several other amendments since then.**

14. CONCURRENCY MANAGEMENT SYSTEM

The purpose of the Concurrency Management System is to establish a mechanism which ensures necessary capital facilities and services to support development concurrent with the impact of development. Maintaining adopted level of service standards for roads, sanitary sewer, solid waste, drainage, potable water, public schools, and recreation is the function of the Panama City Beach Concurrency Management System as described hereunder to guide the review of development order applications. Level of service standards to be used for determining concurrency are identified in the policies of the Capital Improvement Element and each respective element or sub-element.

In order to ensure that the public facilities and services are available concurrent with the impacts of development, the City has established the following Concurrency Management System.

GOALS, OBJECTIVES AND POLICIES

GOAL: Necessary infrastructure and services must be available concurrently with the impact of development.

OBJECTIVE 1: To provide the necessary infrastructure and services concurrently with the impact of development.

POLICY 1.1: The City Manager shall maintain a current record of the available capacity under the adopted level of service standards for roads, sanitary sewer, solid waste, drainage, potable water, public schools, and recreation. The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by first adding together any capacity demands committed through concurrency reservations for Development Orders approved prior to and subsequent to the adoption and subsequent amendments of the comprehensive plan but not receiving services and existing services being delivered. After subtracting that total from the design capacity of the facility, the remainder shall be the capacity available to serve the new development project.

POLICY 1.2: Applications for a Development Order or Development Permit may not be approved unless there is enough capacity from all facilities to serve the project at or within the adopted level of service standards or there is a binding commitment for provision of capacity improvements to alleviate the deficiency.

POLICY 1.3: Each application for a Development Order or Development Permit will be reviewed for its impact on the level of service for public facilities. Applicants may be required by the City to supply the necessary information including but not limited to applicable studies in order for the City to determine the impact on any given public facility or facilities.

POLICY 1.4: Concurrency review procedures shall be established providing for the review of applicable services subject to the information submitted as part of the Development Order applications to determine whether the proposed project can be provided service at the adopted level of service standards. Applications shall be approved only when there is enough capacity from all facilities to serve the project at the adopted level of service standards.

POLICY 1.5: Through the Concurrency Review Procedures, a proposed project may be approved if the Development Order contains phasing conditions, if necessary, designed to ensure that facilities and services will be provided concurrent with the facility needs of the development.

POLICY 1.6: The City shall prepare written findings on the proposed development's concurrency. To be concurrent, one or more of the following conditions for each facility type must be met:

Roads

A. The necessary facilities and services are in place at the time a Development Permit is issued; or,

B. A Development Permit is issued subject to the condition that specifically identified, necessary facilities will be in place when the impacts of the development occur, failing which the Certificate of Occupancy will not be issued; or,

C. The necessary facilities are under construction at the time a permit is issued; or,

D. The necessary facilities are specifically identified and guaranteed in an enforceable development agreement which requires the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable Development Permit. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Fla. Stat., or an agreement or Development Order issued pursuant to Chapter 380, Fla. Stat.

E. A proportionate fair share agreement executed pursuant to the requirements adopted by the City and as consistent with Chapter 163.3180(6 ~~16~~), Florida Statutes.

Sanitary Sewer, Solid Waste, Drainage, and Potable Water

A. The necessary facilities or services are in place at the time a Development Permit is issued; or,

B. A Development Permit is issued subject to the condition that specifically identified, necessary facilities or services will be in place when the impacts of the development occur, failing which the Certificate of Occupancy will not be issued; or,

C. The necessary facilities are under construction at the time a permit is issued; or,

D. The necessary facilities and services are specifically identified and guaranteed in an enforceable development agreement that includes the provisions of (1),(2), or (3) above. Such an agreement must guarantee that the necessary facilities and services will be in place when the

impacts of the development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Fla. Stat., or an agreement or Development Order issued pursuant to Chapter 380, Fla. Stat.

E. Prior to approval of a building permit or its functional equivalent, the City will make a determination whether adequate water supply to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent. (February, 2011).

Recreation

A. The necessary facilities and services are in place at the time a Development Permit is issued; or,

B. A Development Permit is issued subject to the condition that specifically identified, necessary facilities or services will be in place when the impacts of the development occur, failing which, the Certificate of Occupancy will not be issued; or,

C. The necessary facilities are under construction at the time a permit is issued.

Public Schools

A. The necessary facilities and services are in place or to be provided as required by the Goals, Objectives, and Policies of the Public School Facilities Element of this Plan.

POLICY 1.6.1: The City will continue to coordinate with Bay County, the School Board, and other local governments to adopt plan amendments to implement school concurrency as required by the adopted School Interlocal Agreement.

POLICY 1.7: Sufficient information shall be provided by the applicant for the purpose of determining concurrency. Panama City Beach will advise the applicant concerning the items of information necessary for an assessment of the proposed development's impact on services. Compliance reviews, including review by all appropriate City departments, will be coordinated by Panama City Beach. Appeals of findings prepared by the Building and Planning Department shall be submitted to the Panama City Beach **Planning** Board ~~of Adjustment~~. In no case shall a recommendation for issuance of a Development Order be made if the projected service demand exceeds capacity. Likewise, a determination of concurrency must be made prior to approval of an application for a Development Order.

POLICY 1.8: Development Orders may be approved in stages or phases so that facilities and services required by each phase are available consistent with adopted level of service standards concurrent with the impacts of each phase of the development.

POLICY 1.9: The City shall make a Concurrency determination prior to or concurrently with the issuance of any Development Order or Development Permit, except for such orders or permits identified in Policy 1.10 below. The City shall not issue any Development Order or Development Permit until Concurrency approval has been issued.

POLICY 1.10: Concurrency approval shall not be required for single family dwellings or applications for a Development Order or Development Permit for the specified circumstances listed below; however, facility capacity must be reserved, except for single family dwellings, for the development and not made available for other development projects:

A. Committed Development- Any application for a final Development Order or Development Permit that has been determined to be a Committed Development pursuant to Policy 1.12.

B. Development of Regional Impact- Any previously approved Development of Regional Impact that has an approved Development Order that was issued pursuant to the provisions of Section 380.06, Fla. Stat., and which demonstrates that it has proceeded to develop in accordance with the requirements of that Development Order.

C. Existing Use- Any application to replace an existing use provided the new use does not exceed the impacts of the existing use.

D. Amendment of Development Orders- Any application for an amendment to a Order that was issued a Certificate of Concurrency, or was subject to a committed development determination where the public facilities impacts do not exceed those in the original Development Orders.

E. For transportation concurrency, any development that does not generate trips in excess of one percent (1%) of the adopted maximum level of service volume for those roadways that have existing plus committed trips less than one hundred-ten percent (110%) of the adopted level of service volume.

POLICY 1.11: An approval for Concurrency shall expire six (6) months from the date of approval unless within such time period an application for a Development Permit

is submitted, in which case the Concurrency approval shall be automatically extended until the Development Permit is finally denied or expires. For phased projects, the Concurrency approval shall be valid for the same time period as the Development Order or Permit for that project phase. Facility capacities will be reserved for the project throughout the life of the Concurrency approval. An applicant may request a Development Order extension by submitting such request to the City in writing. If granted, the approval for concurrency will run concurrently with the approved Development Order.

POLICY 1.12: The City shall establish a Committed Development determination process for the purpose of determining whether or not to allow a development to commence without requiring a Certificate of Concurrency as provided in Policy 1.10. The committed development determination process shall include an administrative proceeding, which shall establish whether or not (1) the Development Order or Development Permit issued prior to the adoption of this plan was final development approval by the City, (2) the project has a valid, unexpired building permit from the City, and (3) the development authorized by the building permit has commenced and is continuing in good faith or as otherwise vested pursuant to Policy 1.10. Projects which meet all three criteria shall receive a positive committed development determination.

Projects which have received a valid local governmental Development Order but have not been permitted to commence development or to continue in good faith due to conditions in the Development Order, or acts, or omissions of a governmental entity shall receive a committed development determination.

POLICY 1.13: Notwithstanding Plan provisions to the contrary, the Plan requirements shall not impair vested rights established pursuant to law, to the extent that any vested development, or portion thereof, is against the requirements of this plan.

15. CAPACITY MANAGEMENT SYSTEM

The City of Panama City Beach shall provide a mechanism to be included in the Land Development Regulations, by which all service providers and the City coordinate land development decisions and facility capacity requirements to ensure that a level of service standards are maintained as a new development occurs.

GOAL, OBJECTIVE, AND POLICIES

GOAL: **To provide a mechanism that service providers for the City be aware of the growth development in the City.**

OBJECTIVE 2: **To establish a method of coordination between the City and service providers for the City to ensure availability of services.**

POLICY 2.1: The Five-Year Capital Improvements Schedule shall identify and fund those projects for which the City is the service provider and which are required to maintain the level of service standards. The Capital Improvements Schedule will additionally identify all of the public facilities necessary to accommodate development regardless of which agency or governmental entity has jurisdiction.

POLICY 2.2: The City shall require documentation from the service providers that facility capacity is available and will be reserved for approved development.

POLICY 2.3: The City shall coordinate with service providers to ensure that facilities are expanded or new facilities are constructed to accommodate anticipated future needs.

16. STATEMENT OF LEGISLATIVE INTENT

This Statement expresses the legislative intent of the City Council of the City of Panama City Beach with regard to the Panama City Beach Comprehensive Growth Development Plan. This Statement is applicable to the Panama City Beach Comprehensive Growth Development Plan in its entirety and is declared to be incorporated by reference into each element thereof.

A. Nothing in the Panama City Beach Comprehensive Growth Development Plan shall be construed or applied to constitute a temporary or permanent taking of private property or the abrogation of vested rights as created or recognized by this Plan or any amendment to it, ordinances of the City, Florida law, or the Constitution of the United States.

B. The Panama City Beach Comprehensive Growth Development Plan shall not be construed to preempt considerations of fundamental fairness that may arise from a strict application of the Plan. Accordingly, the Plan shall not be deemed to require any particular action where the Plan is incomplete or internally inconsistent, or that would constitute a taking of private property without due process or fair compensation, or would deny equal protection of the laws.

C. The Panama City Beach Comprehensive Growth Development Plan is intended to set general guidelines and principles concerning its purposes and contents. The Panama City Beach Comprehensive Growth Development Plan is not a substitute for land development regulations.

D. The Panama City Beach Comprehensive Growth Development Plan contains long-range policies for Panama City Beach. Numerous policies contained in the Panama City Beach Comprehensive

Growth Development Plan must be implemented through the City's land development regulations. Other policies of the plan propose the establishment of new administrative programs, the modification of existing programs, or other administrative actions. It is the intent of Panama City Beach that these actions and programs be initiated by the date that Panama City Beach adopts its next Evaluation and Appraisal (EAR) report, unless another date is specifically established in the Plan.

E. The Panama City Beach Comprehensive Growth Development Plan is not intended to preempt the processes whereby applications may be filed for relief from land development or other City regulations. Rather, it is the intent of the City Council of Panama City Beach that where a strict application of the Panama City Beach Comprehensive Growth Development Plan would contravene the legislative intent expressed in this statement, such applications be filed, considered and finally determined, and that administrative remedies be exhausted under the applicable regulations.

F. The City Council recognizes that a particular application may bring into conflict, and necessitate a choice between different goals, priorities, objectives, and provisions of the Panama City Beach Comprehensive Growth Development Plan. While it is the intent of the Council that the land use element be afforded a high priority, other elements must be taken into consideration in light of the Council's responsibility to provide for the multitude of needs of a diverse community. This is especially true with regard to the siting of public facilities.

Recognizing that boards and agencies will be required to balance competing policies and objectives of the Panama City Beach Comprehensive Growth Development Plan, it is the intention of the City Council that such boards and agencies consider the overall intention of the Panama City Beach Comprehensive Growth Development Plan as well as portions particularly applicable to a matter under consideration in order to ensure that the Panama City Beach Comprehensive Growth Development Plan, as applied, will protect the public health, safety and welfare.

G. The term "shall" as used in the Panama City Beach Comprehensive Growth Development Plan shall be construed as mandatory, subject, however, to this Statement of Legislative Intent. The term "should" shall be construed as directory.

SECTION 2

POPULATION ESTIMATES AND PROJECTIONS

1. RESIDENT POPULATION

~~Panama City Beach experienced an 89% growth between 1980 and 1990 for an annual average of 6.5% per year. At that time the City was experiencing a growth rate of approximately 12% per year. At present, although the area has been substantially developed, there is still room for further growth in all development categories.~~

~~From 1970 to 1980, Panama City Beach was growing at the rate of 80.3 new residents per year. From 1980 to 1990, Panama City Beach grew at an average of 190.3 new residents per year. However, based upon statistics from the University of Florida, it is evident that most of the growth during the 1980's was between 1980 and 1985, when Panama City Beach averaged 245 new residents per year. After 1985, growth decreased to an average of 135 new residents per year. From 1990 to 2000, Panama City Beach grew by 3,620 residents for an annual average of 362 new residents.~~

From 2000 to 2007 **based on statistics supplied by the University Of Florida's Bureau of Economic and Business Research (BEBR)** the City grew at an average rate of 7.4% per year which consisted of 569 new residents per year or 3,980 total new residents. Of the 3,980 new residents most of the growth occurred between 2003 and 2007, during this time the City experienced an average growth rate of 10.21% or 3,731 new residents.

From 2008 to 2010 BEBR, population estimates were found to have been incorrect and exaggerated (as determined by the results of the 2010 US Census). It appears that during the construction boom in condominiums, condominium units were incorrectly calculated at a larger percentage to be fulltime homes rather than second homes and rental units.

Future land use and housing elements project the amount of land, by land use category that will be required to accommodate future growth in Panama City Beach. The ~~2000~~ Census reports that the residential population of Panama City Beach was **12,757** ~~7,671~~ in ~~2000~~ **2018** and the Bureau of Economic and Business Research at the University of Florida has estimated a 201~~0~~**8** population of ~~13,777~~ **13,099** people. ~~Based upon a linear projection of the growth rate over the eight year period from 2000 to 2007 (7.4% growth rate), Panama City Beach can be expected to have approximately 20,500 in 2015, and 25,500 residents in 2020.~~

Based on BEBR estimates the City has grown an average of 1% per year from 2011-2018. However, using data from 2010 to 2018 addressing new single family /multifamily housing stats, homesteading information, residents per unit estimates and owner occupied housing data staff has estimated a 2018 population of 13,975, or a total estimated increase in population of 2,421 persons, 21% increase or 2.6% per year.

TABLE 1
PERMANENT RESIDENT POPULATION AND PROJECTIONS

YEAR	PERMANENT RESIDENTS
~~1990~~	~~4,051~~
~~1995~~	~~4,633~~
~~2000~~	~~7,671~~
~~2005~~	~~8,972~~
~~2006~~	~~10,005~~
~~2007~~	~~11,651~~
~~2008~~	~~13,453~~
2010	~~13,777~~ **11,554**
2015	~~20,500*~~ **12,467**
2018	**13,975** *
2020	~~25,500*~~ **14,711***
2025	**16,726***
2030	**19,016***

SOURCE: U.S. Census Data, 20~~00~~ **10**; University of Florida (BEBR) ~~3/05, 4/05, 4/06, 4/07, 4/08,~~ and the City of Panama City Beach Building & Planning Department, based on an estimated annual growth rate of ~~6.3~~**2.6** %. Projections are indicated by *.

For the unincorporated areas of the service area, an estimate of the 20~~06~~**18** population was made using **data from the US Census and** water-billing data **for those areas which were not included in the three Census Designated Places "CDPs"**. ~~Water bills inside the city limits totaled 5,932 in September, 2006 representing 59.3% of the total population of the city. Water bills outside of the city limits totaled 11,856 for the same time period. Using the same ratio of water bills to population, as indicated in the city limits, results in an estimated unincorporated population of 19,993 in the service area. Combined, the total population of the beach service area is estimated to be 29,998 for 2006.~~ It is expected that the City's portion of the total population will continue to grow as new development is annexed into the city. The ~~refore,~~ the current population distribution **based on the US Census 2017 is estimated to be** (6~~7~~**6**% unincorporated and 3~~3~~**4**% city)**.** ~~is projected to be closer to a 65/35 distribution by 2010; 61/39 by 2015 and 58/42 by 2020.~~ Table 2 represents the projected unincorporated populations through 20~~2~~**30**.

TABLE 2

PERMANENT RESIDENT POPULATION PROJECTIONS FOR THE SERVICE AREA

YEAR	City Pop.	Unincorporated Population	Total Residents
~~2000~~	~~7,671~~	~~18,595~~	~~26,266~~
~~2005~~	~~8,972~~	~~19,294~~	~~28,194~~
~~2006~~	~~10,005~~	~~19,993~~	~~29,998~~
2010	~~13,777~~ **11,554**	~~20,554~~	~~34,331~~
2015	~~20,500*~~ **12,467**	~~21,811*~~	~~42,311*~~
2018	13,975 **13,975***	**27,308***	**39,083***
2020	~~25,500*~~ **14,711***	~~24,879*~~**28,746***	~~50,379*~~**43,457***
2025	**16,726***	**32,683***	**49,409***
2030	**19,016***	**37,159***	**56,175***

SOURCE: U.S. Census Data, 2000**17, City of Panama City Water Billing information,** University of Florida , (BEBR) ~~4/05, 4/06, and 4/07, 4/08, and .~~The City of Panama City Beach Building & Planning Department. Projections are indicated by *.

2. SEASONAL POPULATION

Panama City Beach's economy is dominated by **tourism**. ~~fluctuating numbers of visitors~~. These visitors require most of the same services and facilities as permanent residents of Panama City Beach. Although there is a possibility that visitors come to Panama City **Beach** for reasons other than its Gulf Coast beaches, Panama City Beach is the major attraction to many visitors who greatly outnumber permanent residents. According to the Panama City Beach **Convention and Visitors Bureau** ~~Chamber of Commerce~~ **17,100,000 tourists visited the Panama City Beach area in 2017.** ~~15% of all Florida Visitors traveled to Bay County in 2006. Table 3 below indicates an estimate of the tourist activity in Bay County for 2009. The estimate is derived by taking the midpoint of the "low" and "medium" estimates of tourist population. The "high" estimate was not used because current traffic counts on the main tourist thoroughfare (Front Beach Road) are approximately 10% less than they were in the 1990s.~~

~~TABLE 3~~

~~TOURIST ACTIVITY IN BAY COUNTY~~

~~Low Estimate~~	~~3,400,000~~
~~Medium Estimate~~	~~5,100,000~~
~~High Estimate~~	~~7,600,000~~

~~Total Estimated Tourist Population in 2009: 4,300,00~~

TABLE 4
MONTHLY BREAKDOWN OF VISITORS
TO BEACHES AREA ~~BAY COUNTY – 1998~~ 2017

MONTH	PERCENTAGE OF ANNUAL VISITOR ACTIVITY
January	3 percent
February	4 percent
March	~~11~~6 percent
April	~~10~~7 percent
May	9 percent
June	17 percent
July	~~22~~ 21percent
August	~~9~~ 11percent
September	~~6~~ 8percent
October	~~4~~7 percent
November	~~3~~ 4percent
December	~~2~~ 3percent

SOURCE: City of Panama City Beach **and Young Strategies**

The Panama City Beach ~~Chamber of Commerce~~ **Convention and Visitors Bureau** estimates that Panama City Beach was host to ~~4,043,216~~ **17,100,000** annual overnight visitors in ~~1998~~ **2017**, ~~and that Bay County was host to 7,500,000 visitors in all of 1998~~ which was an increase of ~~190,000~~ **900,000** over the visitors in **2016** ~~1996~~. ~~However, in 2007 it is estimated that total visitors to Bay County has declined to 4,300,000.~~ As ~~Bay County~~ **Panama City Beach** becomes more of a year-round destination, the annual seasonal population will probably continue to increase, but a more even distribution may occur on a per month basis. With July accounting for approximately 2~~2~~1% of the total tourist population, it is estimated that approximately **115,838** ~~23,800~~ tourists are present each day during July. ~~July 4th estimates often range between 80,000 – 100,000 tourists present. Again, as the distribution of seasonal population evens out, the peak daily population may change.~~ Using the above assumptions, Table 5 projects the seasonal population of ~~Bay County~~ **the beaches area** as a whole on a peak day in any year.

TABLE 5

~~BAY COUNTY~~ BEACHES AREA SEASONAL POPULATION INCREASE

	~~2005~~18	~~2010~~20	~~2015~~25	~~2020~~30
BEACHES AREA				
~~RES.~~ POPULATION	~~161,721~~	~~171,755~~	~~181,193~~	~~191,989~~
	39,083	**43,457**	**49,409**	**56,175**
ANNUAL SEASONAL	~~4,300,000~~	~~4,300,000~~	~~4,500,000~~	~~5,000,000~~
POPULATION	**17,100,000**	**19,800,000***	**25,300,000***	**32,200,000***
PEAK DAILY SEASONAL	~~30,516~~	~~30,516~~	~~31,935~~	~~35,483~~
POPULATION	**115,838**	**134,129**	**171,387**	**218,129**
TOTAL PEAK DAILY	~~192,237~~	~~202,271~~	~~213,128~~	~~227,473~~
POPULATION	**154,921**	**177,586**	**220,796**	**274,304**

SOURCE: U.S. Census, 2000 **17**, Panama City Beach **Convention and Visitors Bureau** ~~Chamber of Commerce~~, ~~West Florida Regional Planning Council~~, University of Florida (BEBR), ~~3/05~~, City of Panama City Beach Building and Planning Department. *Assumes 5% yearly increase.

~~The Bay County Chamber of Commerce, the Panama City Beach Chamber of Commerce, and the various cities provided information on the distribution of hotel and motel rooms. For planning purposes, it has been assumed that the distribution of visitors to the County reflects the distribution of these rooms. Accordingly, the additional peak daily population contributed to each of the jurisdictions in Bay County can be estimated as shown in the next table. This table does not include the numbers of houses, condominiums, apartments, and townhouses available for occupation on a weekly or monthly basis.~~

3. ESTIMATE OF DISTRIBUTION OF TOTAL DAYLY POPULATION

Based on information collected from the Bay County Clerk of Court's Website "Monthly tourist development tax analysis 2018", approximately 68% of gross receipts collected in the beaches area were from properties located inside the City limits.

Approximately 67% of the total units in the beachs area that reported the collection of bed taxes (condominiums, townhomes, hotels, motels, single-family homes, duplex / multi-family, apartments and campgrounds) were located in the City limits.

Therefore 67% was used as part of the calculation in determining total daily population within the city limits in Table 6.

~~TABLE 6~~

~~**DISTRIBUTION OF SEASONAL DAILY POPULATION**~~

~~**SEASONAL POPULATION**~~

~~JURISDICTION~~	~~% OF IDENTIFIED ROOMS~~	~~2007 thru 2010~~
~~Bay County~~	~~27.62 percent~~	~~11,300~~
~~Callaway~~	~~0.20 percent~~	~~80~~
~~Cedar Grove~~	~~0.04 percent~~	~~20~~
~~Lynn Haven~~	~~0.50 percent~~	~~200~~
~~Mexico Beach~~	~~0.86 percent~~	~~350~~
~~Panama City~~	~~4.40 percent~~	~~1,800~~
~~Panama City Beach~~	~~66.00 percent~~	~~27,000~~
~~Parker~~	~~0.39 percent~~	~~160~~
~~Springfield~~	~~0.00 percent~~	~~0~~
~~Total~~		~~40,910~~

~~SOURCE: Panama City Beach Chamber of Commerce; Bay County Chamber of Commerce, City of Panama City Beach Building and Planning Department.~~

~~Table 7 below is a summary of the projected peak daily seasonal population of Panama City Beach during the planning period. Figures below are based upon the assumption that sixty-six (66) percent of all tourists visiting Bay County stay within the City limits.~~

TABLE ~~7~~6
PROJECTED PEAK SEASONAL DAILY POPULATION

PANAMA CITY BEACH CITY LIMITS

YEAR	DAILY POPULATION
~~2007~~**18**	~~31,791~~**103,797**
~~2010~~**20**	~~34,140~~**118,983**
~~2015~~**25**	~~40,078~~**147,933**
~~2020~~**30**	~~46,419~~**183,784**

SOURCE: Panama City Beach Convention and Visitors Bureau ~~Chamber of Commerce; Bay County Chamber of Commerce,~~ City of Panama City Beach Building and Planning Department, US Census 2017, and BEBR.

SECTION 3

FUTURE LAND USE ELEMENT

1. PURPOSE AND FORMAT

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

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

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

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

acquire sufficiently large parcels of land. In other areas, neighborhood opposition to proposed developments could alter the assumed density or character of a particular area. Because the development capacity fluctuates with time, it will be re-evaluated on a periodic basis as part of the Plan review and amendment process.

C. Limitations. The Comprehensive Plan establishes broad parameters within which the various levels of government can conduct detailed land use planning and zoning activities, and functional planning and programming of urban infrastructure and service. It also serves the full range of other governmental planning and programming activities which require information about the location and extent of future population growth and land use. Among the primary purposes for adopting the Future Land Use Map are to establish continuity and certainty as bases for individual, small-scale land use decisions in both the public and private sectors, and to enable coordinated, timely, cost-effective expansion, maintenance and utilization of the full range of urban facilities and services. The existence of an adopted comprehensive plan does not obviate the need to conduct detailed examinations of localized land use and service conditions. Nor does the Comprehensive Plan substitute for detailed functional plans for infrastructure such as roadways, water and sewer facilities.

Given the range and scope of the comprehensive plan elements ~~as now required in Florida~~, the extent and complexity of development, the long-range time horizons of the plan and the legal status of the comprehensive plan, it is critical to maintain viable programs to update and amend the Panama City Beach Comprehensive Growth Development Plan and related functional plans. Localized land use and service conditions must be systematically reviewed to determine whether the Panama City Beach Comprehensive Growth Development Plan should be proposed for amendment, and functional plans for all urban services must be coordinated and updated for consistency with the Panama City Beach Comprehensive Growth Development Plan.

D. Interpretation of the Future Land Use Map: The Future Land Use Map of the Panama City Beach Comprehensive Growth Development Plan is a framework indicating the large-scale pattern of future land use in the Panama City Beach area. The land use pattern indicated on the Future Land Use Map is very detailed from an area-wide perspective. However, the map does not specifically depict each and every individual occurrence of land use and zoning throughout the neighborhoods which comprise Panama City Beach.

The land use categories used on the Future Land Use Map are necessarily broad, and there are numerous instances where existing uses and parcels zoned for a particular use, are not specifically depicted on the Future Land Use Plan Map. This is due largely to graphic limitations. In addition, the mixing of uses in individual buildings, projects and neighborhoods is common in many parts of the urban area, and is becoming a more widely accepted land use practice when compatible uses are properly integrated through the use of sound land use, planning and design principles. Accordingly, the Future Land Use cannot readily depict specific land use, let alone parcel-specific density or intensity of use, without broadly defining the land use categories and areas. Each of the land use categories utilized on the Future Land Use Map also provides for the inclusion of some other uses under certain conditions. The land use maps are not zoning maps.

E. Unusual Uses. Other "unusual uses" not specifically authorized in this chapter may be approved if consistent with the objectives and policies of this Plan, and provided that the use would not have an unfavorable effect on the surrounding areas by causing an undue burden on transportation facilities including roadways and mass transit or other utilities and services including water, sewer, drainage, fire, rescue, police and schools; by providing inadequate off-street parking, service or loading areas; by maintaining operating hours, outdoor lighting or signage out of character with the neighborhood; by creating traffic, noise, odor, dust or glare out of character with the neighborhood; by posing a threat to the natural environment including air, water and living resources; or where the character of the buildings, including height, bulk, scale, floor area ratio or design would detrimentally impact the surrounding area. The intent of this provision is to enable consideration to be given to the approval of uses which are not specifically or administratively provided for in any zoning district or in any Future Land Use Map category. Conversely, this provision is not intended to permit uses to be approved in a Future Land Use Map category if the use is authorized in a different Future Land Use Map category.

F. Ultimate Development Area. The 202~~0~~**40** Future Land Use Map identifies the areas that will be urbanized within that time frame. It is difficult to specify where and how much of Panama City Beach's total area may ultimately be converted to urban development. This is due to uncertainty regarding long-term rates of population and economic growth; housing and community preferences; availability and price of energy, water, agricultural and mineral resources; and State, federal and international influences. It is reasonably safe to assume, however, that the areas least suitable for urban development today will remain least suitable in the future.

2. INTRODUCTION

In the preparation of the Future Land Use Element, it was necessary to determine what the existing usage of properties is, and evaluate what has happened in recent history to affect the changes that have taken place. ~~Recent annexation requests by St. Joe,~~ ~~t~~**T**he ~~beginning of~~ **continuing** large-scale redevelopment projects, and the continued population and tourist trade growth is placing increasing importance on long range planning, especially in the areas adjacent to the present city limits of Panama City Beach.

The potential for incompatible land uses and standards is created as a result of significant amounts of unincorporated areas of the County being adjacent to the City limits. When there is only an imaginary line separating lands with land use regulations from those without, it is impossible to be very effective predicting future development trends. The City of Panama City Beach will continue to coordinate land use issues with the County so that growth management practices of each may be compatible.

For the purpose of planning, this analysis sometimes looks at the area surrounding the City as well as the City proper. This area consists of approximately ~~21,000~~ **16,308** acres, and stretches from the Phillips Inlet Bridge to the Hathaway Bridge, and from the Gulf of Mexico to approximately one-half mile north of S.R. 30 Alt (Panama City Beach Parkway). This encompasses the areas now under development as well as those that may affect the City of Panama

City Beach within the next ten years. The area within the City limits of Panama City Beach is approximately ~~11,015~~ **12,452** acres excluding the ~~720~~ **1,040** acres of right-of-way.

The City, which already provides water and sewer service to the majority of the developed and developing areas, can better coordinate land use with the availability of public facilities by annexing these surrounding areas. The quality and quantity of the future development abutting the City boundaries has a significant impact on the future demand for City services. Through annexations and the intergovernmental coordination effort of this plan, an equitable arrangement will be sought with Bay County whereby the City will have more input into the future development of these areas.

Panama City Beach is a beach resort community with an increasing year-round residential presence. Because its principal source of income is tourism, the two principal developed land uses are residential and commercial. Much of the land along the beach is used to accommodate beach visitors with either lodging, recreation, food or shopping facilities. The main thoroughfares are primarily commercial usage with scattered hotels, commercial uses, multifamily land uses, and recreational facilities. Condominiums, retail, amusements, and single family residential development is located throughout the beach area.

3. INVENTORY / EXISTING LAND USES

Of the ~~10,940~~ **12,452** acres within the city limits, approximately ~~3,129~~ **2,525** acres have not been developed. A breakdown of the various land usages is shown on Table 1, and their locations are shown on the Existing Land Use Map, Exhibit Number 1.

Each land use category below is used for inventory and convenience. This inventory is not intended to create specific definitions for regulatory purposes. The list is ~~borrowed from current zoning~~ for inventory only and includes:

A. **Single Family Residential Districts** include land which is utilized for single family dwellings and customary accessory buildings incidental thereto.

B. **Multi-Family Residential Districts** include land which is utilized for ~~single-family dwellings,~~ multi-family dwellings, ~~churches, schools, business and professional service structures (excluding the retail sale of goods and commodities) and customary accessory buildings incident to these structures in this definition~~.

C. **Tourist Districts** include land which is utilized for ~~single-family dwellings, multi-family dwellings,~~ churches, schools, business and professional service structures ~~(excluding the retail sale of goods and commodities)~~ clubs, lodges, apartments, hotels, motels, condominiums, parking lots, retail sales and services, lounges, business uses, personal services, drive-in facilities, amusements, recreation and entertainment, service stations, self-service laundries, pick-up laundry and cleaner stations, car wash facilities, mini-warehouses, transient tourist

accommodations, public lodging establishments, and customary accessory buildings incident to these structures in this definition.

D. **Industrial Districts** include land which utilizes structures for lumber and building supplies, heating and air conditioning, sheet metal, welding, plumbing, electrical, laundries and dry cleaners, bakeries, bottling plants, printing, light manufacturing and processing, wholesaling, warehousing, and distribution facilities.

E. **Agriculture Districts** include land utilized for farming, silviculture, pastoral, and utilitarian areas.

F. **Recreational Districts** include land which is utilized for parks, golf courses and dedicated beaches and water accesses.

G. **Conservation Districts** include land which is utilized for the conservation of natural resources.

H. **Educational Districts** include land which is utilized for public and private schools.

I. **Public Buildings and Grounds Districts** include land which are utilized for governmental offices, fire stations, police stations, and other governmental facilities.

J. **Historical Districts** include, at minimum, sites which have been identified by the Department of State on its Master Site File.

K. **Mixed Use Districts** include areas which provide both residential and nonresidential land uses.

TABLE 1
DISTRIBUTION OF DEVELOPED AND VACANT LAND ON THE EXISTING LAND USE MAP

	Total Dev. Acreage	Portion of Total Dev. Land	Portion of City Limits
SF Residential	1,215	15.5%	11.1%
MF Residential	350	4.5%	3.2%
Tourist	1,151	14.7%	10.5%
Industrial	75	1.0%	0.7%
Public Bldg. & Grounds	50	0.7%	0.5%
Educational	95	1.3%	0.9%
Recreation	485	6.3%	4.4%
Conservation	4,240	54.0%	38.8%
Agriculture	0	0	0%
Historical	0	0	0%
Mixed Use	150	2.0%	1.4%
Vacant Land	3,129	N/A	28.5%
TOTAL	**10,940**	**1.00**	**1.00%**

TABLE 1
DISTRIBUTION OF DEVELOPED AND VACANT LAND ON THE EXISTING LAND USE MAP

Land Use	Total Dev Acreage	Portion of Total Dev Land	Portion of Total City Limits	
Single Family Residential	1163	13.09%	9.34%	
Multi Family Residential	430	4.84%	3.45%	
Tourist	1407	15.83%	11.30%	
Industrial	120	1.35%	0.96%	
Public Buildings and Grounds	89	1.00%	0.71%	
Educational	139	1.56%	1.12%	
Recreation	679	7.64%	5.45%	
Conservation	4844	54.51%	38.90%	
Agriculture	0	0.00%	0.00%	
Historical	0	0.00%	0.00%	
Mixed Use	16	0.18%	0.13%	
Total Developed	8887	100.00%	71.37%	
Undel/Vacant	2525		20.28%	
Overall City Limits	12,452			
ROWs	1,040		9.34%	
City Limits Excluding ROWs	11,412			

Sources: City of Panama City Beach Building & Planning Dept. and the Bay County GIS Department.

Table Notes:

1. Conservation and Recreation acreages are considered developed since these lands are not available for development.

2. Portion of Total Developed Land = Total Developed Acreage/ ~~7,811~~ 8,887.

3. Portion of Total City Limits = ~~Portion of~~ Total Developed Acreage / ~~10,940~~ 12,452

~~4. Table excludes 873 acres of right-of-way~~

5. Acreage figures include annexations as of ~~August 13, 2008~~**April 2019**

4. PRESENT TRENDS

From 200~~1~~**9** to ~~2005~~ **present**, market conditions created a demand for development and redevelopment within the City limits. In the past, the large amount of vacant land **within and** adjacent to the City was the primary area for major developments. Several development and redevelopment projects have taken place ~~within the City limits~~ and others are planned over the next few years.

These projects primarily consist of commercial retail, entertainment, recreation, townhouse, single-family housing, and a very limited amount of additional high-rise condominium uses.

~~With the construction of the four-lane projects for U.S. 98, Hathaway Bridge, and SR 79, additional commercial, multi-family, and single family construction is anticipated along these roadways. Future phases of construction to 4-lane SR 79 have been funded and has commenced to extend the project further north eventually to Interstate 10.~~

The majority of open land not yet developed outside the City of Panama City Beach is owned by the St. Joe Company. The availability of this land for development will have a large impact on where development will take place.

~~From 1970 to 1980, Panama City Beach was growing at the rate of 80.3 new residents per year. From 1980 to 1990, Panama City Beach grew at an average of 190.3 new residents per year. However, based upon statistics from the University of Florida, it is evident that most of the growth during the 1980's was between 1980 and 1985, when Panama City Beach averaged 245 new residents per year. After 1985, growth decreased to an average of 135 new residents per year.~~ Future land use and housing elements project the amount of land, by land use category, that will be required to accommodate future growth in Panama City Beach. The City's own residential population projections forecast approximately 14,**711**~~000~~ residents in 20~~1~~**2**0 and ~~23,000~~ **24, 581**residents in 20**4**20.

A summary of the projected seasonal population of Panama City Beach during the planning period is shown in Table 7 in Section 2 of this Plan.

A. SINGLE FAMILY RESIDENTIAL

The single family residential land use for the City of Panama City Beach and its surrounding area includes land which is utilized for single family dwellings and customary accessory buildings incidental thereto. The Existing Land Use Map, Exhibit Number 1 shows the single family residential areas.

Table 1 shows a breakdown of the different land usage within the City of Panama City Beach. There are approximately ~~1,215~~ **1,163** acres of land used for single family residential housing within the City limits of Panama City Beach and ~~225~~ **449** acres of vacant land designated for single family residential use on the Future Land Use Map. The total amount of land used for single family residential use is approximately ~~11.1%~~ **9.34%** of the total area of the City.

All of the early development of the Beach area was single family housing, and took place along the beachfront. Table 1 of the Housing Element shows there were 71 housing units existing in the study area prior to 1939 with 52 units remaining at the time of the 2000 Census. This early development of the Panama City Beach area took place to the west of the existing City limits and in the Long Beach area. Just west of S.R. 79 between Front Beach Road and Panama City Beach Parkway are two of the earlier residential communities, known as Laguna Beach and Sunnyside Beach. These communities were developed north of Front Beach Road, leaving the beach front property as open space. These beaches are deeded to the property owners through their titles, and are for general use of the residents of these communities. Both of these areas with their open beach still exist today. In the mid 1990's Summerbreeze subdivision began developing along Front Beach Road between Cobb Road and State Road 79. Also in the late 1980's and early 1990's, Carillon Beach began development of a Seaside type residential community which is located at the west end of Bay County near the Walton County line. Palmetto Trace Subdivision was developed in 2002 on the northerly side of Panama City Beach Parkway and across from Summerwood Subdivision.

An area of earlier low density residential housing is in the Long Beach and Edgewater Beach areas at the east end of the City of Panama City Beach. ~~Some of the Long Beach development is still present in a small portion along 2nd Street (South Thomas Drive).~~ A large number of the earlier development has been replaced by high-rise condominiums (Long Beach Resort). The early development in the Edgewater Beach area no longer exists, it was removed to make way for what is known as the Edgewater Beach Resort.

Other areas of later residential development starting from the west end of the Study area and going easterly are Inlet Beach, Hollywood Beach, Santa Monica, and Miramar Heights which have developed slowly since the mid-1940's. Around the City's center at S.R. 79 are four subdivisions that were developed mainly in the 1960's and 1970's. These four are Gulf Resort Beach, El Centro Beach, Lullwater Beach, and the Gulf Highlands subdivision.

East of this area in the vicinity of Gulf Boulevard and between Front and Panama City Beach Parkway are the subdivisions known as Summerwood and Open Sands. Just east of there in the vicinity of Argonaut Street is the Bid-A-Wee Subdivision. Summerwood was developed in the mid 1990's while Open Sands and Bid-A-Wee were developed in the mid-1970's. Bid-A-Wee Subdivision like Laguna Beach and Sunnyside Beach, has a private beach which is deeded to the property owners of the subdivision.

The area between Lantana Street and Clara Avenue known as Bahama Beach lies just east of the Bid-A-Wee Subdivision. This area consists of scattered houses and mobile homes on

private lots, and has slowly developed since the early 1950's.

Across S.R. 30 Alternate (Panama City Beach Parkway) is a development known as the Colony Club. This is a planned development with an 18-hole golf course and just north of this area situated on West Bay is the Colony Club Harbour development. The Colony Club portion of this area began in the early 1980's with Colony Club Harbour following in 1985.

The small area just east of Colony Club Development on Panama City Beach Parkway is a subdivision that was constructed in 1986 and is known as North Beach subdivision. Also in this vicinity is the Glades subdivision which was developed in the 1990's ~~and consists of an 18-hole golf course knows as the Hombre~~.

Other areas between S.R. 30 Alternate and S.R. 30 to the intersection of Hutchison Boulevard consist of scattered homes that have been constructed since the early 1950's. Also in this area are mobile homes on private lots.

Major subdivisions that have been developed in the last 10 years include the developments of Whisper Dunes and Turtle Cove which are located west of SR 79 and north of the Parkway. East of Richard Jackson Boulevard and north of the parkway the multiphase Breakfast Point subdivision is underway.

A visual depiction of the housing growth trends for the City of Panama City Beach is shown on the Housing Growth Trends Exhibit number 4.

B. MULTI-FAMILY RESIDENTIAL

These districts include land which is utilized for single-family dwellings, multi-family dwellings, churches, schools, business and professional service structures (excluding the retail sale of goods and commodities) and customary accessory buildings incident to these structures in this definition. Exhibit 1 shows there are approximately ~~350~~ **430** acres within the City of Panama City Beach developed as multi-family residential units which represents approximately ~~3.2%~~ **3.45%** of the total area of the City. There are approximately ~~140~~ **238** acres designated as Multi-family on the Future Land Use Map.

Starting at the west end of the city limits and proceeding easterly, ~~the first~~ **there is the partially** multifamily development ~~is~~ **of** Whisper Dunes along with a 360-unit apartment complex Alexan Laguna **further to the east**. ~~which are both currently under construction. Whisper Dunes is to be 378-unit townhome development. Alexan Laguna is to be a 360-unit apartment complex.~~

The next easterly designation of high density residential usage contains the Southwinds Condominium and Portside Condominium complexes. The ~~Portside~~ **Sunnyside** complex is accessible from both Front and Panama City Beach Parkway and has a pedestrian underpass for access to the beach.

The Horizons South Condominium complex is the next area designated as high density.

This is another townhouse development that has access to both Front and Panama City Beach Parkway.

Near the intersection of SR 79 and PCB Parkway is the Parkside apartments totaling 288 units. North of PCB Parkway on North Pier Park Drive is Pier Park Crossings and upon completion will have 240 units.

Proceeding further east to just west of the Open Sands Subdivision is a mobile home park~~s~~ named Reid's Court ~~and Trailer Park~~. Most of the mobile homes in this park are used as ~~summertime~~ rental units for the tourists. Also in this designated area along the western boundary of the Open Sands Subdivision is Caladium Village which is a row of townhouses that are rented as apartments.

Within the confines of ~~the~~ Colony Club, there is a condominium complex, and proceeding further east to just west of ~~Beckrich Road~~ **Richard Jackson Boulevard** is the resort complex known as the Edgewater Beach Resort. This complex began development in the early 1980's and is comprised of multi high-rise condominium structures on the south side of S.R. 30 (Front Beach Road). The area north of Front Beach Road and south of Hutchison Boulevard is a complex of townhouses surrounded by a par 3 professionally designed golf course. Also, within this complex is a convention center and a tennis academy. Further east, is Waterfall townhomes on Alf Coleman Road which has begun construction of what will ultimately be 125 unit townhome development. Across from the Glades Subdivision is Alexan Gardens (a 240 unit apartment complex) which was constructed in 2005.

Just to the east of the Edgewater Beach Resort is the Gulf Highlands townhouse development.

Proceeding further to the east, along ~~2nd Street~~ (South Thomas Drive) there are numerous high density residential developments as well as many townhouse developments.

At the intersection of Thomas Drive and 2nd Street (South Thomas Drive), back to the west is a large mobile home and recreational vehicle park, and just to the east of there off Joan Avenue on the southern shoreline of North Lagoon is the St. Thomas Square Condominium complex.

Near the intersection of Hutchison Boulevard on Clarence Street are the developments of Edgewater Crossings and Pelican Pointe totaling 344 units.

C. TOURISTS DISTRICT

The commercial development which comprises the tourist and business uses within the planning area is a mix**ture** ~~d bag~~ of ~~intermingled~~ ~~m~~**h**otels, **condominiums,** shops, amusement**s** ~~parks~~, restaurants and office buildings. Table 1 shows there are approximately ~~1,151~~ **1,407** acres of land developed for Tourist use which represents ~~10.5%~~ **11.3%** of the land area within the City. There are approximately ~~1,420~~ **868** acres of vacant land designated as Tourist on the Future Land

Use Map. ~~The~~ **Tourist land uses** ~~concentration of the mixed usage is primarily~~ **are** found in heavy **concentrations** along Front Beach Road ~~from the~~, Hutchison Boulevard ~~intersection on the east to Clara Avenue on the west~~ **and Panama City Beach Parkway.** These~~is~~ area~~s~~ ~~is~~ **are** concentrated with an abundance of ~~m~~**h**otels, shops**, amusements, service stations, restaurants, condominiums big box retailers and other commercial and tourist related businesses.** ~~and restaurants on both sides of the highway. East from the intersection of Front Beach Road with Hutchison Boulevard to the intersection of Front Beach Road and Panama City Beach Parkway at Holley Drive is a mixture of motels, mini-golf courses, restaurants, furniture stores, convenience stores, service stations, hardware stores, restaurants, apartment buildings and car washes. The commercial area along Thomas Drive west of St. Andrews State Park is strip shopping centers, individual shops and restaurants catering primarily to the condominium dwellers and local residents of the area. The commercial area at the intersection of North Lagoon Drive and Thomas Drive consists of commercial fishing piers, fish markets and restaurants with a motel, convenience store and office building.~~

~~The total amount of Tourist land in the city totals 3,000 acres or 27.3 percent of the entire land area.~~

D. INDUSTRIAL LAND USE

The Beach Commerce Park ~~was annexed as vacant land on May 10, 2001 and~~ represents the only industrial area within the city limits. The Commerce Park has undergone substantial development and currently comprises approximately ~~280~~ **122** acres **of developed land out of the 285 acres designated Industrial on the Future Land Use Map**. Developed Industrial land represents ~~0.7%~~ **.96%** of the land area of the city.

E. AGRICULTURE LAND USE

There are approximately ~~400~~ **372** acres **of** agricultural land located near the Commerce Park. The land is vacant and may eventually be harvested for its timber **or rezoned and developed** since the owner is the St. Joe Company. Agricultural land represents ~~3.7%~~ **3%** of the land area of the city.

F. RECREATIONAL LAND USE

The land within the city that falls under the classification of recreational land use includes golf courses (both private and public), beach accesses, any County owned beach or pier facilities, private dedicated beaches and community park facilities. Some recreation oriented establishments that are ~~arbitrarily~~ excluded from the recreational land use categories include miniature golf courses, water slides and theme parks. These are all considered a part of the commercial land use as defined in this study. There are approximately ~~485~~ **425** acres of recreational land in the city limits representing ~~4.4%~~ **3.4%** of the total land area.

First and foremost in the area of recreation, and undoubtedly the biggest asset to the City

of Panama City Beach, is its miles of gulf front beaches~~.~~, **which is enjoyed by** ~~Billed as the "World's Most Beautiful Beaches", the estimated number of people using the beaches each year ranges from the hundreds of thousands to the~~ millions **of visitors each year**. Exhibit 1, Existing Land Use Map, shows all of the land designated as recreational land use in light green. The beach accesses are shown on the Recreational Exhibit number 5. The recreational area shown on the map on each side of Thomas Drive at the west intersection of North Lagoon Drive is an 18-hole golf course known as Signal Hill.

At the intersection of Alf Coleman Road and Front Beach Road is the M.B. Miller Park and Pier. This park and the pier are operated by the County. There is a community park on Tarpon Street just east of Lantana Street. North of Panama City Beach Parkway in this area is an 18-hole golf course that is a part of the Colony Club development. The beachfront property shown in green between Crane Street and Anemone Street is a strip of beachfront land that is privately owned and deeded to the property owners of the Bid-A-Wee Subdivision. West of this area is the City park and pier known as Aaron Bessant Park and Dan Russell Municipal Pier. The pier and the park are both operated by the City of Panama City Beach for the use of the public. The pier was built by the City and is being paid for by access charges. ~~The Pier was demolished in 2008 as part of a project to reconstruct and lengthen the Pier. The new Pier opened in July, 2009.~~ North of this off Panama City Beach Parkway is the Frank K. Brown Municipal Park. This park consists of ball fields, a public pool, expanded basketball and tennis courts, playgrounds, walking trails, soccer fields and other recreational facilities. **In 2011, the 2,900+-acre PCB Conservation Park was developed in order to move highly treated wastewater discharge from the bay to a natural wetlands habitat. This recreation and conservation land is used for environmental education, nature observation, recreational off-road biking, primitive hiking, off road runs, birding, and geocaching as well as implementation of native species restoration program. The park contains approximately 24 miles of hiking/biking trails, 10 wetland boardwalks totaling 1.14 miles in length, a 100 seat outdoor classroom, 2,500 sf. pavilion, public restrooms and a picnic area. Schools, civic clubs, and private rentals are scheduled through parks and recreation.**

Other recreational areas shown on the map near Lakeside, Castle Circle and Palm Circle are neighborhood recreational facilities that are maintained by the City.

G. CONSERVATION LAND USE

There are ~~4,240~~ **4,844** acres of conservation land in the City limits representing ~~38.8%~~ **38.9%** of the land area. The Existing Land Use Map number 1 designates large areas specific for conservation adjacent to Frank Brown Park, Arnold High School, and the ~~3,000~~ **2,900**-acre city owned property **Conservation park** that is ~~to~~ used as a park and wet weather discharge area. **Adjacent to Conservation Park is a 624 acre area owned by the Northwest Florida Water Management District.** Areas that have been put into conservation easements are also depicted on the map. These areas mostly consist of those lands designated as conservation through the Regional General Permit issued by the Army Corps of Engineers to the St. Joe Company and the Ecosystem Management Agreement between FDEP and the St. Joe Company. Additionally,

conservation lands are not shown on the Existing Land Use Map which are in conjunction with the recreational areas, open space areas, and waterbodies.

H. EDUCATIONAL

There are approximately ~~95~~ **93** acres dedicated **on** the Future Land Use Map to educational uses within the City limits **and 139 developed acres** which amounts to ~~0.9%~~ **1.12%** of the land area.

Four educational land uses are located within the city limits. At the intersection of Clara Avenue and Hutchison Boulevard is the Hutchinson Beach Elementary School. Arnold High School opened for classes in 2000 and is located at the intersection of Panama City Beach Parkway and Alf Coleman Road. Surfside Middle School was completed in 1989 and is located on the west side of Nautilus Street just south of Panama City Beach Parkway. Breakfast Point Academy is a ~~new~~ K-8 school ~~that will open for classes in 2008. The academy~~ **and** is located on ~~Beckrich Road~~ **Richard Jackson Boulevard** north of Panama City Beach Parkway.

I. PUBLIC BUILDINGS AND GROUNDS

The Public Buildings and Grounds category includes all the properties that are government or privately owned, such as, fire stations, police stations, public parking facilities and treatment plants. There are approximately ~~50~~ **89** acres of developed Public Buildings and Grounds in the city limits representing ~~0.5%~~ **.71%** of the total land area.

J. HISTORICAL RESOURCES

There are **no known** ~~some possible~~ historical structures ~~and~~ **or** sites in the City ~~as shown on Exhibit 15~~. The City has, and will continue, to require surveys of these areas as the applicable development order applications are submitted. The City ~~will also~~ conduct**ed** its own survey of ~~the~~ potential historical structures **in 2011 and found none.** ~~to verify their existence and consider protection standards if necessary~~.

K. MIXED USE

Sevenix (6) (7) mixed use developments (planned unit developments) currently exist within the service area. The table below gives more detail of each development.

Mixed Use Development	Dwelling Units	Commercial/Office Square Footage
Tapestry Park	194	650,000sf Retail/Office
Ibis Lake	300	120,000sf Retail/Office
East Lake Creek	357	180,000sf Retail/Per. Service and 100,000sf Business/Prof. Service
Parkside PUD	354	83,000sf Retail/Personal Service
Parkside II	**360**	**9.94 Acres 85% FAR**
Town of Seahaven	2,952	1,000 Hotel Rooms/118,000sf Retail/24,000sf Office
Grand Panama	967	200,000sf Retail/Office

~~Mixed use developments comprise~~ **There are** approximately ~~150~~ **815 acres dedicated on the Future Land Use Map to Mixed Use, which amounts to 6.5% of the City's land area and of those 179 acres are** ~~of~~ developed**.** ~~land and approximately 740 acres of vacant land. These figures do not include the pending annexation of the St. Joe Company's Panama City Beach Mixed Use Development of Regional Impact.~~

L. VACANT, UNDEVELOPED LANDS

Vacant, undeveloped land is approximately ~~3,125~~ **2,525** acres and represents ~~28.5%~~ **20.28%** of the land within the City limits. Vacant land is shown ~~by Future~~ **on the Existing** Land Use Map ~~designation~~ **and** in Table ~~2~~ **1**.

M. NATURAL RESOURCES

All of the land uses related to natural resources are shown in other areas of this report. The soils, minerals, beaches, shores, wetlands, harbors, bays and estuarine systems are shown in the Conservation Element, as well as the flood plain area.

5. ANALYSIS OF PRESENT TRENDS AND PROJECTIONS FOR THE FUTURE

For purposes of projecting future land use needs, it is appropriate to establish the ratio of land use acreage to population to establish the proportion of each land use needed to support a given population. The most recent ~~estimate from the Bureau of Economic and Business Research (BEBR) reports a~~ population **estimate** for Panama City Beach ~~of~~ **is 13,975** ~~13,453~~ in **2018**~~08~~. For the unincorporated areas of the service area, an estimate of the 200~~7~~**18** population **was 27,308. Therefore, the total population of the beaches area is estimated to be 41,283.**~~was made using water billing data. Water bills inside the city limits totaled 5,932 in September, 2006 representing 59.3% of the total population of the city. Water bills outside of the city limits totaled 11,856 for the same time period. Using the same ratio of water bills to population as indicated in the city limits results in an estimated unincorporated population of 19,993 in the service area. Combined, the total population of the beach service area is estimated to be 33,446. Comparison of the Future Land Use Map designations in the city with the 2008 population estimate results in the following Future Land Use percentages:~~

~~**TABLE 2**~~

~~**DISTRIBUTION OF ACREAGE ON THE FUTURE LAND USE MAP**~~

	Total Dev. Acreage	Portion of Total Dev. Land	Total Vacant	Total Acreage	Portion of Total City Limits (13,453)	Ratio of Dev. Acreage to Pop.
SF Res.	1,050	13.4%	225	1,275	11.7%	.080
MF Res.	140	2.0%	135	275	2.5%	.011
Tourist	1,580	20.2%	1,420	3,000	27.3%	.117
Ind.	75	1.0%	205	280	2.6%	.006
Public Bldg. & Grounds	50	0.6%	0	50	0.5%	.004
Educational	95	1.2%	0.01	95	0.9%	.007
Recreation	485	6.0%	0	485	4.4%	.036
Cons.	4,240	54.3%	0	4,240	38.7%	.315
Ag.	0	0	400	400	3.7%	0.03
Historical	0	0	0	0	0	0.00
Mixed Use	100	1.3%	740	840	7.7%	.007
TOTAL	**7,815**	**1.00**	**3,129**	**10,940**	**1.00**	**.613**

TABLE 2

DISTRIBUTION OF ACREAGE ON THE FUTURE LAND USE MAP

	Total Dev Acreage	Portion of Total Dev Land	Total Undl /Vacant Acreage	Total Acreage	Portion of Total City Limits	Ratio of Developed Acreage to Population 13,975 *2018*
Single Family Residential	835	9.40%	449	1284	10.30%	.059
Multi Family Residential	201	2.26%	37	238	2.00%	.014
Tourist	2140	24.08%	868	3008	24.00%	.153
Industrial	122	1.37%	163	285	2.30%	.008
Public Buildings and Grounds	51	0.57%	0	51	0.41%	.003
Educational	93	1.05%	0	93	0.75%	.006
Recreation	425	4.78%	0	425	3.40%	.030
Conservation	4841	54.47%	0	4841	38.90%	.346
Agriculture	0	0.00%	372	372	3.00%	0
Historical	0	0.00%	0	0	0.00%	0
Mixed Use	179	2.01%	636	815	6.50%	.012
	8887	100.00%	2525	11412		
Overall City Limits	12452					
ROWs	1040				8.40%	
City Limits Excluding ROWs	11412					
Developed Land	8887					
Undeveloped	2525					
Surrounding Area	16308					

Sources: City of Panama City Beach Building & Planning Dept. and the Bay County GIS Department.

Table Notes:

1. Total Acreage = Total Developed Acreage + Total Vacant.
2. Portion of Total Developed Land = Total Developed Acreage / ~~7,815~~ 8,887.
3. Portion of Total City Limits ~~Land Mass~~ = Total Acreage / ~~10,940~~ 12,452.
4. ~~Table excludes 873 acres of right-of-way~~
5. Acreage figures include annexations as of ~~August 13, 2008~~ March 2019.

It is anticipated that trends in the near future will mostly parallel that of the past and that such trends are appropriate for promoting infill development and discouraging urban sprawl. However, as the year-round residential population continues to grow it can be expected that the demand for non-residential uses will continue to result in an increase in the supply in this area. As this process matures, there will be a corresponding reduction in the dependency on such non-residential land uses already located in the Panama City area.

Non-residential development within the beach service area should continue to be encouraged so that trip numbers and lengths can be reduced as well as creating opportunities to develop pedestrian/**bicycle** oriented neighborhoods.

The Beach area during an expanded economy has always excelled in residential and commercial development. It is anticipated this trend will continue. The property in the City will continue to see substantial growth due to large-scale redevelopment projects and annexations.

It is anticipated that within the City limits of Panama City Beach the future land use will follow the same patterns as in the past. Using the land use percentages established in Table ~~3~~ **2** and the projected population as shown in Table 1 of Section 2 of the Plan (Population Estimates and Projections), the following table projects the amount of acreage needed for each land use in order to support the population projected through the year **2024**~~20~~0.

~~**TABLE 3**~~

~~**PROJECTED LAND USE NEEDS**~~
~~**PANAMA CITY BEACH SERVICE AREA**~~
~~**2220 (Population Projected at 25,500)**~~

~~CATEGORY~~	~~Total Acres Needed~~	~~Total Acres Needed (110%)~~	~~Existing Plus Vacant~~	~~Surplus or (Shortfall)~~	~~Addtn'l Dev. Ac. Needed~~
~~Single Family Res.~~	~~2,040~~	~~2,244~~	~~1,275~~	~~(969)~~	~~969~~
~~Multi-Family Res.~~	~~281~~	~~310~~	~~275~~	~~(35)~~	~~35~~
~~Tourist~~	~~2,983~~	~~3,282~~	~~3,000~~	~~(282)~~	~~282~~
~~Industrial~~	~~153~~	~~170~~	~~280~~	~~90~~	~~n/a~~
~~Public Bldgs. & Grounds~~	~~102~~	~~112~~	~~50~~	~~(62)~~	~~n/a~~
~~Education~~	~~179~~	~~197~~	~~95~~	~~(102)~~	~~n/a~~
~~Recreation~~	~~918~~	~~1,000~~	~~485~~	~~(515)~~	~~n/a~~
~~Conservation~~	~~8,032~~	~~8,835~~	~~4,240~~	~~(4,595)~~	~~n/a~~
~~Agriculture~~	~~765~~	~~842~~	~~400~~	~~(442)~~	~~n/a~~
~~Historical~~	~~0~~	~~0~~	~~0~~	~~0~~	~~n/a~~
~~Mixed Use~~	~~180~~	~~197~~	~~840~~	~~643~~	~~0~~
~~TOTAL~~	~~15,633~~	~~17,189~~	~~10,940~~	~~(6,249)~~	~~1,286~~

~~Source: The City of Panama City Beach Building & Planning Department and the Bay County GIS Department~~

TABLE 3

PROJECTED LAND USE NEEDS
PANAMA CITY BEACH
2040 (Population Projected at 24,581)

Land Use	Total Acres Needed	Total Acres needed 110%	Existing Plus Vacant	Surplus or (Shortfall)	Additional Devel. Acres Needed
Single Family	1,450	1,595	1,284	(311)	311
Multi-Family	344	378	238	(140)	140
Tourist	3,760	4,136	3,008	(1,128)	1,128
Industrial	197	217	285	68	-
Public Buildings/Grounds	74	81	51	(30)	-
Education	148	163	93	(70)	-
Recreation	737	811	425	(386)	-
Conservation	8,505	9,356	4,841	(4,515)	-
Agriculture	-	-	372	372	-
Historical	-	-	-	-	-
Mixed Use	295	325	815	491	-
Total	15,510	17,061	11,412.00	(5,649)	1,579
2040 est. Pop. 24,581					
Source: City of Panama City Beach Planning Department and Bay County GIS					

Notes:

1. "Total Acres Needed" is derived from multiplying the population (~~25,500~~ **24,581**) by the "Ratio of Developed Acreage to Population" in Table 2 for each Future Land Use designation.

2. "Total Acres Needed (110%) assumes a rate of 10% vacant land for each designation is necessary for

encouraging infill development and discouraging urban sprawl by providing an acceptable range of land choices for varied land uses. The current **undeveloped/**vacant land rate in the City limits is ~~28.6%~~ **20.28%** (from Table ~~2~~ **1**).

3. "Existing Plus Vacant" is "Total Acreage" from Table 2.

4. "Surplus or Shortfall" is the "Total Acres Needed (110%)" minus "Existing Plus Vacant".

5. "Additional Development Acreage Needed" is only shown for the urban land uses of Single Family Residential, Multi-family Residential, and Tourist. The need for additional lands with a designation of Public Buildings and Grounds, Education, or Recreation will be derived by the City or the School District as part of long-term strategic planning process that considers the intensification of existing properties.

6. Industrial land is shown as having a surplus through **20**~~2~~**4**0. However, having an abundant supply of vacant Industrial land is important in attracting new development as some industrial users require hundreds of acres. As such, additional Industrial land be needed during the planning time frame.

7. Conservation and Historical acreage will be added as opportunities arise.

8. ~~Agriculture acreage has been added the City as part of an annexation by St. Joe~~. Additional Agricultural land may be added as part of future annexations. There is currently no demand for Agriculture acreage other than for silvicultural operations.

9. Mixed Use land is shown to have a surplus. However, the Mixed Use land use designation is more of a result of a developer wishing to bring together residential and non-residential uses in a unique design that is not permitted elsewhere by the zoning ordinances. The Mixed Use designation does not provide and independent land use designation but rather provides for flexibility in the development process. As such, there may be additional lands added to the Mixed Use designation even though a surplus is shown.

10. The needed acreage shown is based upon the existing city limit boundaries. It is expected that significant acreages will be added to the City through annexes during the planning time frame. These annexed lands are mostly expected to be designated as Tourist, Mixed Use, Single Family Residential, or Industrial. A detailed analysis of need will be conducted at the time of annexation as part of the large-scale comprehensive plan amendment that will accompany such annexation application.

A. PROJECTED RESIDENTIAL DISTRICT NEEDS

~~Recent residential annexations include both single family residential subdivisions and townhome developments.~~ The projected single family residential land use needs acreage through 20**2**4**0** is expected to be approximately ~~8.0%~~ **5.9%** of the residential population. With a projected population of ~~25,500~~ **24,581** in 20**2**4**0**, the single family residential acreage need is expected to be approximately ~~2,244~~ **1,450** acres or an increase of ~~969~~ **311** additional acres in the city. A 10% increase has been added to the acreage needed to allow for a limited amount of market choices to be available. **The City may also consider options that include higher allowable densities, smaller lot sizes and use of guest houses in single family districts to promote infill development and offset the needed acreage.**

The projected multi-family residential land use needs acreage through 20**2**4**0** is expected to be approximately ~~1.1%~~ **1.4%** of the residential population. With a projected population of ~~25,500~~ **24,581** in 20**2**4**0**, the multi-family residential acreage need is expected to be approximately ~~310~~ **344** acres or an increase of ~~35~~ **140** additional acres in the city. A 10% increase has been added to the acreage needed to allow for a limited amount of market choices to be available. **The**

City may also consider higher allowable densities in the Multi-Family district to offset the needed acreage.

B. PROJECTED TOURIST DISTRICT NEEDS

The projected Tourist land use needs acreage through 20~~2~~40 is expected to be approximately ~~11.7~~% **15.3%** of the residential population. With a projected population of ~~25,500~~ **24,581** in 20~~2~~40, the **potential** Tourist acreage need is expected to be approximately ~~3,000~~ **4,136** acres or an increase of ~~282~~ **1,128** additional acres in the city. A 10% increase has been added to the acreage needed to allow for a limited amount of market choices to be available.

C. PROJECTED INDUSTRIAL DISTRICT NEEDS

~~As a resort community, there has historically been very little industrial use. For years, the only industrial use was a concrete batch plant located north of Panama City Beach Parkway at the west end of the City. Annexations over the past few years have added approximately 280 acres of industrial land at the Commerce Park.~~ Although development of the Commerce Park has been significant, there still remains vacant land suitable for development. As of 20~~08~~**19**, approximately ~~75~~ **122** acres of the Commerce Park have been developed with approximately ~~205~~ **163** acres available for development. As the Panama City Beach area continues to develop and redevelop, it can be expected that more light industry**, warehousing** and office park land uses will locate in the area. The projected industrial land use needs to support the 20~~2~~40 population are expected to, for the most part, be met by the current amount of vacant industrial land. However, with the opening of the ~~new~~ International Airport, new industrial uses may be attracted to the area and could require larger acreage than previous industrial users needed. If this were to occur, it is possible additional industrial land may be needed prior to 20~~2~~40.

D. PROJECTED PUBLIC BUILDINGS AND GROUNDS NEEDS

The projected Public Buildings and Grounds land use needs acreage through 20~~2~~40 is expected to be approximately ~~0.4~~% **.3%** of the residential population. With a projected population of ~~25,500~~ **24,581** in 20~~2~~40, the Public Building and Grounds acreage need is expected to be approximately ~~112~~ **81**acres or an increase of ~~62~~ **30**additional acres in the city. There remains significant vacant areas of existing City-owned parcels whereby the additional acreage can be met if found to be necessary. Additional land purchases will be required as part of the Front Beach Road Community Redevelopment Area program. However, it is very unlikely that land purchases will be necessary to provide the necessary public buildings and grounds.

E. PROJECTED EDUCATIONAL NEEDS

~~Recent construction of the new~~ **Bay County School Board has determined that development of the Breakfast Point Academy, the proposed K-8 school near the new sports park, expansion of existing facilities and other available options** ~~K-8 school on Beckrich Road is~~ **are** expected to meet the Education land use needs of the City through 20~~2~~40. Any increase in floor area needed to satisfy student enrollments is expected to **be** met by expanding existing campuses on their current sites.

F. PROJECTED RECREATIONAL NEEDS

The Goal of the City of Panama City Beach is to "ensure provision of sufficient recreational facilities and open space for all citizens and visitors of Panama City Beach through the provision or encouragement of facilities. Presently there are 9 city owned recreational facilities/parks in the Panama City Beach city limits which adds up to approximately 3,150 acres. These facilities are: Frank Brown Park-169 acres, Aaron Bessant Park-55 acres, Aquatic Center-5 acres, Scott's Field Neighborhood Park-3 acres, Maggie Steel Neighborhood Park-2 acres, Lyndell Senior Center-8 acres, 2,900+ acre Conservation Park which includes a reclaimed water discharge area/recreation area, nature/bike trails and a native species restoration program and one saltwater fishing pier, the Russell-Field's 1,500 ft. Pier, and Beachfront-7.8 acres. ~~5 municipal parks (354 acres) and two piers (one city-owned and one county-owned) within the city limits. These facilities are: Frank Brown Park-236 acres, Pier Park-102 acres, MB Miller Park-11 acres, Scott Park-3 acres, and Maggie Steel Park-2 acres.~~

~~The City has adopted and maintains the following Level of Service standards for Recreation: The City's fulltime population in 2008 was estimated to be 13,453.~~

~~Category~~	~~Standard Acres/1,000 Population~~	~~Currently Available Acres/1,000 Population~~
~~Local Parks~~	~~5.0~~	~~35~~

~~Category~~	~~Standard Facility/1,000 Population~~	~~Currently Available Facility/1,000 Population~~
~~Golf Course (holes)~~	~~.35~~	~~5.40~~
~~Tennis Court~~	~~.25~~	~~0.34~~
~~Basketball court~~	~~.04~~	~~0.52~~
~~Baseball Field~~	~~.03~~	~~1.10~~
~~Football/Soccer Field~~	~~.01~~	~~0.70~~
~~Shuffleboard Courts~~	~~.03~~	~~0.30~~

~~During 2006 the City also completed an aquatics center which includesd a 50m pool and a children's activity pool.~~

Within the City of Panama City Beach there are 55 public beach access points and the City has completed construction of a 1.83 acre parking site to park between 120 – 140 vehicles near the beach accesses at Churchwell Drive and Front Beach Road. The City will continue to pursue land acquisition opportunities in other areas of the City to be used for public beach access parking. Currently the City charges a fee of ~~$2,100~~ **6,500** per 50 feet of beach frontage; these collected funds are placed in the Beach Access Public Parking Fund to be used to purchase land for parking.

The City ~~completed an additional 2,000 feet of a~~ **currently has a** paved bicycle/pedestrian trail system ~~and has applied for a grant to complete that portion of the trail~~ **which runs** from Power Line Road to West Bay Elementary **and** connects **the Colony Club subdivision, Frank Brown Park with Conservation Park**. This network of bicycle/pedestrian trails will eventually connect to ~~Frank Brown Park with a 3,000 acre reclaimed water discharge area/recreation area west of Highway 79,~~ Pine Log State Forest ~~and~~ Arnold High School and Breakfast Point. ~~The City is also developing a 3,000 acre reclaimed water discharge area/recreation area which will contains nature/bike trails and a native species restoration program.~~

There are currently adequate recreational facilities within the City limits and with the continued expansion of Frank Brown Park, an expanded bikeway system, the creation of other conservation/open space areas, private sector recreational amenities, recreational facilities needs within the City limits will be met for several years.

G. PROJECTED CONSERVATION NEEDS

~~Since the last plan updated, t~~ **T**he City has ~~added~~ approximately ~~3,130~~ **4,841**acres of Conservation land uses to**n** the Future Land Use Map **(some of which is also used for recreational uses as mentioned previously)**. The**se** include ~~City purchased~~ a ~~3~~2,~~0~~900 acres ~~for a~~ wet weather discharge site and public park**s**. ~~An annexation occurred~~ 120 acres east of Colony Club ~~which designated 120 acres for Conservation land use. The remaining~~ ,10 acres ~~of Conservation land use was created when the~~ **in** Tapestry Park ~~Planned Unit Development Master Plan received approval.~~ **,624 acres east of conservation Park owned by Northwest Florida Water Management District, large tracts owned by St. Joe at the west end of the city and other parcels spread throughout the city.** It is expected that additional areas will be designated as Conservation as opportunities arise. Future Conservation areas will probably be the result of St. Joe Company land that has been put into conservation easements as part of the Regional General Permit issued by the Army Corps of Engineers and the Ecosystem Management Agreement between St. Joe and the FDEP.

H. PROJECTED AGRICULTURE NEEDS

It is expected that additional land for agricultural use will be the result of an annexation into the City or the conversion of residential land that has been found to be unsuitable for development because of the presence of wetlands or the existence of a conservation easement. It

is also expected that any such land will have historically been used for agricultural/silvicultural purposes. ~~resulting in no net increase in agricultural lands in the beaches area.~~

I. PROJECTED HISTORICAL LAND USE NEEDS

Historical resources will be identified and added to the Future Land Use Map as new sites are identified by local or state agencies. The City ~~will~~ conducted a study of possible historical structures in **2011 and found none** ~~and require property owners to survey potential historical areas as site plan applications are submitted~~.

J. PROJECTED MIXED USE NEEDS

Planned Unit Developments will be added to the Future Land Use Map as they are approved.

K. PROJECTED OPEN SPACE NEEDS

The existing open space areas provide more than adequate areas for the residents and seasonal population of the City. The following table reflects the current available open space areas in and adjacent to Panama City Beach.

TABLE 8 3
OPEN SPACE INVENTORY
PANAMA CITY BEACH 2007

NAME-PROVIDER	LOCATION	ACREAGE
St. Andrew Bay-Gulf of Mexico	North, South and East of Panama City Beach	70,000 acres
Saltwater Beaches	Gulf of Mexico	420 acres
Right of Way	City	~~720~~ **1,040** acres

Source: ~~Panama City Beach Utilities Department,~~ Bay County GIS Division.

The City has an oversupply of open space areas in and adjacent to the City. The small land area of the City as compared to the vast expanse of saltwater resources would alone be more than adequate to serve the resident and seasonal populations well beyond 20~~2~~40. However, open space will be acquired for stormwater ponds associated with road widening projects conducted as part of the Front Beach Road Community Redevelopment Area.

L. PROJECTED REDEVELOPMENT NEEDS

By 20~~2~~40, over ninety percent of the City's housing stock will be less than 40 years old. Therefore, through the ~~10~~ **20**-year planning period, most of these homes will continue to be in sound condition. However, several homes have been determined to be substandard and either repaired or destroyed during the planning period. ~~A large number of older motels along~~ Front Beach Road **continues to be redeveloped as older structures are** ~~were~~ demolished and construction of high-rise condominiums, hotels, **retail development** and planned unit developments **have and continue to be built.** ~~projects took place~~. It is expected that ~~some limited amount of~~ redevelopment will continue to occur over the planning period. The pace of the redevelopment will ~~likely~~ **continue to** be limited by market forces.

M. PROJECTED DEVELOPMENT IN FLOOD PRONE AREAS

When looking at the City as a whole, some of the most developed areas are those in the floodplains (gulf front). There will ~~be~~ continue to be some infill development and an increasing amount of redevelopment in the future in areas shown to be subject to periodic inundation as defined in the Category 1 storm surge area reflected on the Coastal High Hazard Map, Exhibit 13, and the Hurricane Evacuation Map, Exhibit 14. All development and redevelopment in the areas highlighted on the Floodplains map will be required to comply with current flood zone legislation and ordinances.

N. PROJECTED DEVELOPMENT BY 20~~2~~40

Approximately ~~1,286~~ **1,579** acres will be needed for development by 20~~2~~40. The soil characteristics are reflected on the General Soils Map Exhibit 11. Natural resource information is contained in the Conservation Element and shown on Exhibits 8 through 12.

The Future Land Use Map shows all of the lands within the City limits of Panama City Beach as falling into one of the following categories: single family residential, multi-family residential, tourist, mixed use, industrial, public buildings and grounds, educational, recreational, conservation **and** agriculture ~~historical,~~, ~~and open space~~. ~~The total lands within the city when developed are projected to have the land use distribution as shown in Table 6.~~

6. AVAILABILITY OF FACILITIES AND SERVICES

Detailed analysis of the availability of facilities and services are provided in the Plan elements entitled: Traffic Circulation, Recreation and Open Space, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Groundwater Aquifer Recharge.

7. LAND USE GOALS, OBJECTIVES AND POLICIES

GOAL: Provide the resources and regulations necessary to protect property rights, health, safety and welfare of the citizens of Panama City Beach while enabling continued growth through land use which has the necessary infrastructure.

OBJECTIVE 1: Future growth and development will be managed through the preparation, adoption, implementation and enforcement of Land Development Regulations.

POLICY 1.1: The terms, words, and categories used in this goal are intended to convey and be understood in their common and ordinary meanings, without reference to the definitions used for convenience in the inventory section of this element.

POLICY 1.2: The Future Land Use Map, Exhibit Number 2, is hereby adopted as an exhibit of the planning goals for Panama City Beach for 2020 **40**.

POLICY 1.3: Within one year of the adoption of the amended Comprehensive Plan, the City shall amend the land development regulations to contain specific and detailed provisions to implement the adopted Comprehensive Plan goals as amended, and which as a minimum include standards to be followed in the control and distribution of population densities and building and structure intensities.

POLICY 1.4: Land Development Regulations adopted to implement the Comprehensive Plan goals shall be based on and be consistent with the following specific standards for residential densities and intensities of each of the Future Land Use categories as indicated below. Some of the specific standards set forth in this and following policies are incorporated in to this planning document because these standards have already been adopted in the City's long-standing zoning ordinances. The following Future Land Use categories are created by this policy and allocated to specific areas as shown on the Future Land Use Map. **A limited number of land uses other than those listed in each category below are allowed with additional supplemental standards or as a conditional use and addressed in the Land Development Code**:

A. Single Family Residential: The single family residential land use category **generally consists of** ~~is limited to~~ single family residential uses including zero lot line, ~~mobile~~ **manufactured** homes, and customary accessory uses thereto. ~~Conditional Uses include churches, schools, and public uses~~ **(Updated 05-05-06 to eliminate townhomes as a permitted land use)**.

Density: The maximum residential density shall be 6 residential units per gross acre and no zoning district shall permit more than a maximum density of 1~~2~~**0.8** units per acre.

Intensity: The maximum lot coverage shall be 80% as determined by dividing the impervious areas, excluding parking, by the gross area of the site or lot.

B. Multi-Family Residential: The Multi-family Residential land use category **generally consists of** ~~is limited to~~ single and multi-family residential uses, townhomes, ~~churches, schools, business and professional services excluding the retail sale of goods and~~

~~commodities~~, and customary accessory buildings thereto **(Updated 05-05-06 to include townhomes as a permissible land use)**.

Density: The maximum residential density shall be 40 units per gross acre.

Intensity: The maximum lot coverage shall be 40% as determined by dividing the impervious areas, excluding parking, by the gross area of the site or lot.

C. Tourist: The Tourist land use category is designed for a wide variety of nonresidential uses including retail, hotels, motels, hotel apartments, public lodging establishments, churches, parking lots, business and professional uses, personal services, ~~amusements,~~ recreational and entertainment, service stations, cleaners, car wash facilities, mini-warehouses, schools, public uses, ~~campgrounds, and travel trailer parks~~. Additionally, single family and multi-family residential uses are permitted within the Tourist district.

Density: The maximum residential density shall be 15 residential units per gross acre and no zoning district shall permit more than a maximum density of 45 units per acre.

Intensity: The maximum lot coverage shall be 80% as determined by dividing the impervious areas, by the gross area of the site or lot, and the maximum floor area ratio shall be ~~8~~100%. Floor area ratio shall only apply to non-residential uses.

1. ~~Coastal Overlay District: The Coastal Overlay District~~ **Front Beach Overlay District: The Front Beach Overlay District** ~~is a subdistrict of the Tourist land use category and~~ is comprised of those properties **located on or near the Front Beach Road corridor**. ~~designated for tourist use that are for all practical purposes located adjacent to the waters or the sandy beach of the Gulf of Mexico.~~

Density: Density for dwelling uses in the ~~Coastal~~ **Front Beach Overlay District that lie between the sandy beach of the Gulf and the seaward most dedicated right-of-way** shall be limited to a maximum of forty-five (45) dwelling units per gross acre. Density (number of units) for lodging accommodation uses shall be determined by reference to ~~intensity limits~~, **site design standards**, height limits, ~~and~~ off-street parking requirements **and other standards.**

Intensity: The maximum lot coverage shall be 80% as determined by dividing the impervious areas by the gross area of the

site or lot.

Height: The standard height for all buildings in the ~~coastal~~ Front Beach Overlay District **range from 35' to 150'** ~~shall not exceed two hundred twenty~~ (~~220'~~) from the prevailing grade of the lot to the ceiling of the highest story.

D. Industrial: The purpose of the Industrial land use category is to protect lands for production, and distribution, of goods, and other industrial activities. A wide range of light and heavy industrial activities are allowable in this category. Specific uses include warehousing, public uses, special uses, park and ride lots, motor vehicle impound lot, terminals, airports, industrial parks, manufacturing, repair, fabrication, assembly, packaging, processing, **and** concrete and asphalt plants. ~~and borrow pits. Construction and Demolition Debris landfills are allowable with a buffer from adjacent properties that meets the requirements of FDEP or a minimum of 50 feet, whichever is greater.~~

Density: Residential land uses are ~~prohibited~~ **limited to single family as an accessory use.**

Intensity: The maximum lot coverage shall be 70% as determined by dividing the impervious areas, by the gross area of the site or lot, and the maximum floor area ratio shall be 80%.

E. Public Buildings & Grounds: The purpose of the Public Buildings and Grounds land use category is intended for structures or lands that are owned, leased, or operated by a governmental entity, such as civic and community centers, hospitals and public health facilities, libraries, police and fire stations, airports, government administration buildings; and systems or facilities for transportation, communications, sewer, drainage, and potable water.

Density: Residential land uses are prohibited.

Intensity: The maximum lot coverage shall be 70% as determined by dividing the impervious areas, by the gross area of the site or lot.

F. Educational: The Educational land use category is intended for activities and facilities of public or private primary or secondary schools, vocational and technical schools, technology training facilities, and colleges and universities licensed by the Florida Department of Education. Pursuant to Objective 11 of the Future Land Use Element and Objective 2 of the Intergovernmental Coordination Element, public schools are permitted within all future

land use categories except the Industrial and Conservation districts.

Density: Residential land uses are prohibited.

Intensity: The maximum lot coverage shall be 70% as determined by dividing the impervious areas, excluding parking, by the gross area of the site or lot.~~, and a maximum height of no more than 50 feet.~~

G. Recreation: The Recreation land use category is intended for lands devoted to public parks, playgrounds, golf courses, dedicated beaches, and open spaces serving local, community, and regional needs. Lands set aside for the private use of residents/owners in planned unit developments are not necessarily designated for recreational land use.

Density: Residential land uses are prohibited.

Intensity: The maximum lot coverage shall be 40% as determined by dividing the impervious areas by the gross area of the site or lot, and the maximum ~~a~~ floor area ratio shall be 30% .

H. Conservation: The Conservation land use category shall be applied to public and private land areas that have been acquired or reserved by mutual agreement with the owner for the purpose of conserving, preserving, or managing environmentally sensitive lands. Passive recreational uses that are consistent and compatible with the conservation purpose of the category may be permitted. Permitted uses allowed also consist of open space uses such as walkways, piers and docks elevated on pilings, and FDEP permitted wetland discharge areas with supporting structures. **(Updated 05-05-06)**

Density: Residential, commercial, and industrial land uses are prohibited.

Intensity: Impervious surface area will be limited to a maximum of 5%.

I. Agriculture: The Agriculture land use category is applied to land that is used for production of plants and animals useful to humans, including to a variable extent the preparation of these products for human use and their disposal by marketing or otherwise, and includes aquaculture, horticulture, floriculture, viticulture, silviculture, dairy, livestock, poultry, bees, and any and all forms of farm products and farm production. The land in this category is suited for the cultivation of crops, and livestock including cropland, pastureland, orchards, vineyards, nurseries, ornamental horticulture areas, groves, confined feeding operations specialty farms and silviculture activities.

Specific residential uses allowable in this category include single-family and manufactured/~~mobile~~ homes.

Non-residential uses allowable in this category include farm buildings (barns, equipment, sheds, poultry houses, stables, other livestock houses, pole barns, corrals and similar structures), and private airstrips.

Allowable uses also include churches and places of worship, public or private primary or secondary schools, and recreational uses.

~~Construction and Demolition Debris landfills are allowable with a buffer from adjacent properties that meets the requirements of FDEP or a minimum of 50 feet, whichever is greater.~~

Density: The maximum density shall be one dwelling unit per ten acres.

Intensity: The maximum lot coverage shall be 30% as determined by dividing the impervious areas, by the gross area of the site and the maximum floor area ratio shall be 10%.

J. Historical Resources: The Historical Resources Future Land Use Map designation will, at a minimum, be those areas identified by the Department of State on its Master Site File.

Density: The maximum residential density shall be six (6) dwelling unit per acre.

Intensity: The maximum lot coverage shall be 30% as determined by dividing the impervious areas by the gross area of the site and the maximum floor area ratio shall be 30%.

K. Mixed Use:

1. District Intent: The general intent of the Mixed Use future land use category is to provide a flexible, alternative land use category to encourage imaginative and innovative design for the unified development of tracts of land, within overall density and use guidelines established herein. This category is characterized by a mixture of functionally integrated residential, commercial, office, open space, public facility, light industrial, and recreational land uses.

The Mixed Use future land use category is specifically intended to:

a. Promote more efficient and economic uses of land.

b. Provide design flexibility to meet changing needs, technologies, economics, and consumer preferences.

c. Promote efficient and integrated networks of vehicular and pedestrian roadways, paths, and connections.

d. Encourage retention of environmentally sensitive features by using techniques such as clustering development on the least environmentally sensitive portions of the site.

e. Lower development and building costs by permitting smaller networks of utilities and streets and the use of more economical building types and shared facilities.

f. Permit the combining and coordinating of land uses, residential types, building types, and building relationships within a planned development.

g. Promote compatibility with surrounding residential land uses.

h. Coordinate the timing and sequencing of development with the availability of public services and facilities.

i. Encourage the use of sound planning and design techniques to achieve overall coordinated development, eliminating the negative impacts of unplanned and piecemeal development.

2. **Permitted Land Uses:** Permitted land uses will consist of single-family residential, multi-family residential, commercial, recreation, silviculture, light industrial (only when subordinate to at least one other land use) , and public facilities.

3. **Mixture of Land Uses:** Properties in this category are required to be developed with at least three (3) of the land use categories listed in the Permitted Land Uses in this section. One land use shall be a residential use and one land

use shall be a non-residential use neither of which may be less than 10% of the total land area. All of the land uses do not have to be developed at the same time, nor is one land use a prerequisite to another land use. For the purposes of this section, properties refers to the overall parent parcel of land that is assigned the Mixed Use future land use category and not individual lots within the parent parcel of land.

4. **Density/Intensity:**

   a. Density: Residential land use shall not exceed a gross density of 10 dwelling units per acre.

   b. Intensity: Non-residential land uses shall not exceed an impervious coverage of 80 percent nor a floor area ratio of 80 percent.

5. **Development Standards and Techniques:** The Mixed Use District is intended to permit variation in lot size, shape, width, depth, roadway standards, and building setbacks without an increase in overall density or intensity of development while ensuring, to the greatest extent possible, compatibility with adjoining development. Innovative development standards and principles are encouraged. At a minimum, development standards will include, but not be limited to the following:

   a. Access management controls, vehicular and pedestrian interconnections, and internal roadway systems that help maintain the capacity of existing and future roadways.
   b. Functional buffering that ensures compatibility between land uses.

   c. Adequate landscaping of commercial parking lots along arterial roadways.

   d. Development near immediately surrounding existing residential areas shall be designed to reduce intrusive impact upon the existing residential uses.

   e. Clustering development away from environmentally sensitive features onto less environmentally sensitive features and allowing gross densities to be calculated on the overall site.

6. **Unified Ownership:** A property must be under single ownership or under unified control at the time the Mixed Use future land use category is assigned.
7. **Zoning Implementation:** The Mixed Use future land use category will be implemented through a Planned Unit

   Development zoning district or any other zoning district found consistent with the purpose and intent of the Mixed Use future land use category.

L. Naval Support Activity Panama City Military Influence Overlay District

The Naval Support Activity Panama City Military Influence Overlay District (NSAPC MIOD) shall be established to ensure that the continually changing missions of the local military installations are facilitated to the greatest extent possible. The City shall support the U.S. Navy in its operation of Naval Support Activity Panama City (NSAPC) so that the facilities remain viable and able to fulfill their missions. Three Military Influence Areas (MIAs) shall also be established to encourage compatible land use patterns, protect the public health, safety and general welfare, and help prevent encroachment from incompatible development.

1. **The NSAPC Military Influence Overlay District (NSAPC MIOD):** The NSAPC Military Influence Overlay District shall be the area located on Exhibit 16. The NSAPC MIOD includes the following Military Influence Areas: The NSAPC Land Use and Anti-Terrorism Force Protection Military Influence Area, depicted on Exhibit 17; the NSAPC Land Use Water Interface Military Influence Area, depicted on Exhibit 18; and, the NSAPC Frequency Military Influence Area depicted on Exhibit 19.

2. **Application Coordination:** In order to ensure that the City's long range land use plans are consistent with the operation of NSAPC, the City shall create an ex officio non-voting member position on its Local Planning Agency (aka Planning Board) for NSAPC. The City shall notify the commanding officer (or their appointed representatives) of NSAPC of any proposed Comprehensive Plan amendments (map or text), re-zoning applications, variances, conditional use permits, applications for

development orders, and amendments to the City's Land Development Code which are proposed in or affect any area found to be in the NSAPC MIOD on Exhibit 16. The City shall consider NSAPC's input and concerns during its review of such planning, regulatory and development proposals. The City shall also assess the compatibility of such planning, regulatory and development proposal as provided in the following criteria:

a. Whether such proposal is compatible with the findings of the Naval Support Activity Panama City Joint Land Use Study, November 2009;

b. Whether the military installation's mission will be adversely affected by the proposal;

c. Whether such proposal creates any frequency interferences that are incompatible with the current mission of NSAPC. To implement this provision, the City shall ensure that all future commercial and industrial development located inside the NSAPC Frequency Military Influence Area (Exhibit 19) shall register with the Planning Department and specifically describe any frequency spectrum that is generated or emitted by the proposal.

d. Whether such proposal is compatible with the NSAPC water based activities. To implement this provision, the City shall ensure that all applications for development orders, including docks, piers, boat slips, boat launches, and marinas located within the NSAPC Land Use Water Interface Military Influence Area (Exhibit 18) shall be submitted to the Planning Department to review for compliance with this provision.

e. Whether such proposal is compatible with the mission of the NSAPC based on the NSAPC Land Use and Anti-Terrorism Force Protection Military Influence Area. A component of this Influence

area is the West Microwave Tower Corridor. Within this corridor a 250-foot height limitation shall be enforced to prevent vertical obstructions and ensure noninterference with signal pathways and critical communication lines. Any building or structure, including chimneys; water, fire, radio, and television towers; smokestacks; flagpoles; and similar structures and their necessary mechanical appurtenances, such as elevator shafts, and ventilation equipment shall be limited to 250 feet in height. The NSAPC Land Use and Anti-Terrorism Force Protection Military Influence Area is geographically depicted on (Exhibit 17).

f. Nothing herein shall be construed to limit the ability of NSAPC to request a review of an application, when such application may, in the opinion of NSAPC, present a potential conflict in compatibility. *(Updated April, 2012)*

OBJECTIVE 2: Coordinate with any appropriate resource planning and management plan prepared pursuant to Chapter 380, F.S.

POLICY 2.1: While implementing this plan through the Land Use Regulations, the City can coordinate with any appropriate resource planning and management plan prepared pursuant to Chapter 380, F.S. and approved by the Governor and the Florida Cabinet.

OBJECTIVE 3: Ensure the availability of suitable land for utility facilities necessary to support proposed development.

POLICY 3.1: The City shall coordinate with other service providers to establish criteria for facilities siting and planning for location of future sites.

POLICY 3.2: Provide in Land Use Regulations, provisions for adequate utilities within individual developments.

POLICY 3.3: The City reserves the right to place utility facilities in any land use designation.

OBJECTIVE 4: Provide flexibility in the on-going approval process so as to encourage the redevelopment or renewal of blighted or unsightly areas or those uses inconsistent with the community's character and future land uses.

POLICY 4.1: The City shall use Land Development Regulations to implement policies to reduce eye sores, junk, substandard housing or unsafe buildings.

POLICY 4.2: The City shall establish standards in the Land Development Regulations which encourage the elimination of blighted areas and uses inconsistent with the community's character and future land uses.

POLICY 4.3: The City may use incentives to encourage redevelopment or renewal of blighted or unsightly areas.

POLICY 4.4: Land Development Regulations shall be established which implement the goals contained in this Plan which include:

A. Regulation of land use categories included on the future Land Use Map;
B. Subdivision of land;

C. Signs;

D. Areas subject to seasonal or periodic flooding;

E. Compatibility of adjacent land uses;

F. Provisions that facilities and services meet the level of service standards adopted by the City of Panama City Beach, and that facilities and services are available concurrent with the impacts of development, or that Development Orders are conditioned on the availability of the facilities and services necessary to serve the proposed development; and that facilities that provide utility service to the various land uses are authorized at the same time the land uses are authorized;

G. Provisions for drainage and stormwater management, open space, and safe and convenient on-site traffic flow, considering needed vehicle parking;

H. Protection of potable water wellfields;

I. Establishment of standards for densities or intensities of use for each

future land use category;

J. Identification, designation and protection of historically significant properties.

POLICY 4.5: The City may designate areas as urban infill, urban redevelopment, or downtown revitalization areas as deemed appropriate and as defined in Chapter 163.3164, F.S.

POLICY 4.6: The Front Beach Road Community Redevelopment Plan is hereby incorporated and adopted as part of this Comprehensive Plan *(updated, 2004).*

POLICY 4.7 The City will implement the strategies and objectives identified in the Front Beach Road Community Redevelopment Plan *(updated, 2004).*

OBJECTIVE 5: The City shall continue to implement procedures for evaluating historic resources and natural resources within the City.

POLICY 5.1: The City shall keep a current listing of historic resources and natural resources. Historic resources will be those identified by the Department of State on its Master Site File.

POLICY 5.2: The Land Development Regulations will implement regulations for development or redevelopment on each site to evaluate the possibility of historic resources.

OBJECTIVE 6: Coordinate coastal area population densities with the appropriate local hurricane evacuation plan, when applicable.

POLICY 6.1: The City shall coordinate coastal area population densities with the Bay County Peace Time Emergency Operation Plan, the Bay County Hazard Mitigation Strategy, and coordinate evacuation, as determined by the City Council, with the Bay County Emergency Operations Center.

POLICY 6.2: The City shall prohibit the location of hospitals, nursing homes, convalescent homes or other similar high density, low mobility institutions in the coastal high hazard area.

OBJECTIVE 7: Future development will be directed into urban service areas shown on Exhibit 7-A to discourage the proliferation of urban sprawl.

POLICY 7.1: The City shall maintain land use districts and densities as appropriate to promote infill of vacant areas. **The City may consider options that include higher allowable densities, smaller lot sizes and use of guest houses in single family zones to promote infill development.**

POLICY 7.2: New and existing development shall be required to connect to central water and central sewer systems when such services are available. As used in this Policy, the term "available" shall mean that distribution or collection (including forcemains) lines are adjacent to or within usual and customary distances from the parcel under consideration. Availability shall not affect concurrency requirements.

POLICY 7.3: Development review procedures shall evaluate the compatibility of proposed developments with adjacent lands and require screening or buffers for all construction except single family and two-family residential uses on individually platted lots.

POLICY 7.4: The City will consider adopting standards for permitting reduced lot sizes when such reduction is specifically required to result in the protection of natural resources, construction of affordable housing or other factors determined by the City Council to be a public benefit.

OBJECTIVE 8: Coordinate future land uses with the appropriate topography, soil conditions, and the availability of facilities and services while ensuring energy-efficient land use patterns, pursuing greenhouse gas reduction strategies and promoting energy conservation.

POLICY 8.1: The Land Development Regulations shall implement policies which coordinate future land uses with the soil conditions, appropriate topography, and the availability of facilities and services required by the development.

POLICY 8.2: All new and existing land uses shall be adequately served by facilities and services at the level of service established in this Comprehensive Plan. All Development Orders and Development Permits shall be approved pursuant to the Concurrency Management System outlined in Section 1 of this Plan.

POLICY 8.3: The Future Land Use Map and Zoning Map shall be based upon energy-efficient land use patterns accounting for existing and future electric power generation.

POLICY 8.4: The City will ~~pursue reasonable strategies~~ **encourage the development of walkable / bikeable and compact communities, support the inclusion of solar panels, green roofs, water and energy efficiency and other green building design principles in commercial and residential structural design, preserve environmentally sensitive areas and green space, continue to expand traffic synchronization throughout the city, expand the funding and use of mass transit and explore other measures** to **aid in the reduction** ~~reduce~~ of greenhouse gases and promote energy conservation as opportunities occur.

OBJECTIVE 9: In Land Development Regulations, encourage the use of innovative Land Development Regulations which may include provisions for planned unit developments and other mixed land use development techniques.

POLICY 9.1: Innovative land use development patterns, including planned unit developments and cluster zoning may be permitted and encouraged in the implementation of the Land Development Regulations.

POLICY 9.2: Development of larger tracts of land may be planned as neighborhoods which may include non-residential uses such as schools, recreation or other public facilities and neighborhood commercial uses.

POLICY 9.3: Neighborhood commercial uses may be permitted within areas designated for residential development provided these activities are compatible with the adjacent land uses and adequately buffered.

POLICY 9.4: Land Development Regulations may provide for flexible land use management techniques, such as transfer of development rights.

POLICY 9.5: Future development and redevelopment activities will be required to conform to the Stormwater Master Plan developed in conjunction with the City's Land Development Regulations.

OBJECTIVE 10: Provide reasonable measures to protect the rights of property owners as guaranteed by law.

POLICY 10.1: Upon adoption of this plan, property owners' rights of development shall be vested when: (1) final development approval has been granted by the City; (2) a valid, unexpired building permit has been obtained from the City or the Bay County Building Department, as appropriate for development within the City; and (3) the development authorized by the building permit has commenced and continued in good faith prior to the adoption of this Plan.

POLICY 10.2: Land uses or structures which do not conform to the provisions of this Plan on the date of this Plan's adoption shall be considered as non-conforming. Such land uses for structures shall be allowed to remain in a non-conforming condition, including ordinary repair and maintenance until **any of the conditions identified in the adopted Land Development Code have been met.**

~~A. The land use or structure is discontinued or abandoned for a period of six (6) months or more;~~

~~B. The land use is changed;~~

~~C. The structure is modified or expanded so that the burden of the nonconformance increases; or~~

~~D. The structure is damaged to the extent of fifty percent (50%) or more of its replacement cost.~~

POLICY 10.3: The City shall establish procedures for the consideration and granting or denying vested rights applications pursuant to the provisions of this Plan. Any order granting or denying such rights shall be considered a Development Order for purposes of 163.3215, Fla. Stat.

POLICY 10.4: Applications for vested rights permits must be made to the City within one year of the adoption of this Plan. After one year of that date, vested rights applications will not be accepted, nor will vested rights permits be issued on applications which are not timely filed.

OBJECTIVE 11: Coordinate with the Bay County School Board concerning facility siting plans and the impact of development on existing facilities. Coordination shall be consistent with the adopted interlocal agreement and with the requirements for school concurrency as implemented by the plan amendments to the Capital Improvements Element, the Intergovernmental Coordination Element, and the Public School Facilities Element.

OBJECTIVE 12: Coordinate with the ~~West~~ Bay-**Walton** ~~Area Vision Plan (~~Sector Plan~~)~~, and any applicable Detail Specific Area Plan (DSAP) thereunder, and any special character district containing specific natural resource protection and other standards that are applicable to property annexed into the City limits.

POLICY 12.1: For areas annexed into the City limits that are located within areas identified in Objective 12, the City shall apply all preexisting policies of the Vision Plan, the DSAP or the special character district when such policies are more restrictive on development and redevelopment than the City's Comprehensive Plan by appropriate amendment to its Comprehensive Plan unless it shall determine and declare a valid public purpose precluding or limiting such policies. Such plan amendment shall be considered concurrently with the requested annexation/future land use map amendment.

OBJECTIVE 13: The City may from time to time find that a particular land use plan amendment associated with newly annexed property would further community objectives and goals but for the existence of a potentially adverse impact arising from the transition from the County to the City Comprehensive Plan. In such cases, the City may adopt site specific plan policies to mitigate the identifiable adverse impact.

POLICY 13.1: The property legally described in Ordinance 959 and consisting of approximately 130 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other applicable governing agencies, and the following:

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

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

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

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

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

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

~~3. The twenty-five foot buffer along the full length of the easterly property line of the property, as shown on Exhibit C of the adopted Development Agreement, shall be designated as Conservation on the Future Land Use Map. The Future Land Use Map shall be amended to implement this section no later than at the time of EAR-based amendments.~~ *(Updated 05-05-06, 10-30-07; 07-13-17)*

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

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

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

1. The subject property shall be limited to a maximum residential density of ten (10) dwelling units per acre. *(Updated January, 2013)*

SECTION 4

TRANSPORTATION

1. PURPOSE

The purpose of the Transportation element is to evaluate the existing conditions of traffic circulation within the City of Panama City Beach in relation to the existing land use and population growth. After this evaluation and the defining of specific problem areas, the Plan will evaluate different alternatives to determine what effect they will have on the community, considering the projected population and future land use. The ultimate goal is to provide an integrated system of free-flowing safe movement for pedestrian, motorized and non-motorized vehicles throughout the City.

In order to accomplish this effort, it is necessary to see what improvements have been made over the past years, and the effect of these improvements. This will include improvements by the City of Panama City Beach, Bay County and the Florida Department of Transportation since all three governments control streets and roads within and adjacent to the City. Through proper planning, land use regulations, funding and Intergovernmental Coordination with Bay County and the State, an effective traffic circulation plan can be developed.

2. INTRODUCTION

The City of Panama City Beach ~~is~~ continues to be one of the fastest growing communities in Bay County. Major improvements have been and are being implemented by the City of Panama City Beach regarding traffic and street improvements. These improvements have been primarily the result of implementing the plan for the Front Beach Road Community Redevelopment Area. Churchwell Drive, **Richard Jackson Boulevard, South Thomas Drive, and Front Beach Road (segnents 1 and 2) from North Thomas Drive to Richard Jackson Boulevard** were ~~as recently~~ expanded to three **and four** lanes and improved with sidewalks, bicycle lanes, street lighting, landscaping, and a public parking area (120~~5~~ spaces) for the nearby beach accesses. The Front Beach Road CRA is a $400 million multimodal transportation plan that will be implemented through the year 2031. Other roadway improvements occur in the paving and resurfacing of existing local streets. Funding for these projects is provided through local funds and Bay County Ordinance 85-02, a local option gas tax, adopted September 1, 1985. This tax is collected by Bay County and distributed to the different communities based upon population for roadway improvement projects.

The Front Beach Road Transportation Concurrency Exception Area (the TCEA) is located within the Front Beach Road Community Redevelopment Area. Sitting as the Front Beach Road Community Redevelopment Agency, the City Council has approved a redesign of Front Beach Road **and other roadways** that ~~is~~ **are** vastly different than the original plan in existence when the TCEA was adopted in 2004. Front Beach Road **segment 3, 4 and 5** now ~~has~~ **have** ~~completed~~ **FDOT approved Project Development and Environmental** ~~engineering~~ plans with dedicated transit (tram) lanes that will **cover** ~~extend~~ the length of the City limits. ~~In March of 2007, the City Council also completed purchased of a 4-acre site at the east end of the City for use as a multimodal~~

~~center. The property purchase was the result of the first phase of a~~ **A** transit feasibility study~~. It~~ is ~~expected that the transit study will be~~ ongoing until such time the system is completed. The first phase of the tram system ~~will be~~ **was** constructed along with the roadway widening of ~~N. Thomas Drive and~~ S. Thomas Drive **as part of segment 1 of the Front Beach Road CRA.** ~~which are to begin in 2008. Work has also recently begun on finding an appropriate location for a multimodal center near the west end of the city limits.~~

Because the TCEA follows the boundaries of the Front Beach Road CRA, the TCEA benefits from the tax increment financing of the CRA and the associated transportation improvements. The CRA will widen connector roads between Front Beach Road and ~~the~~ **Panama City Beach** Parkway; create a transit system; construct two multimodal centers, pocket parks and other public parking; and design the area to be bicycle/pedestrian friendly by providing sidewalks, dedicated bike lanes, public gathering areas, landscaping, **lighting** and enhanced public beach accesses. Construction is completed on the 3-laning of Churchwell Road **and South Thomas Drive** and the 4-laning of ~~Beckrich Road~~ **Richard Jackson Boulevard and Front Beach Road segments 1 and 2** ~~has commenced~~. **Front Beach Road segment 3 is scheduled to begin construction in early 2020** ~~Late in 2008, the 3-laning of S. Thomas Drive and the first phase of Front Beach Road will begin.~~ The growth in tax increment over the life of the CRA is expected to result in approximately $400 million with the cost of the CRA improvements estimated to be approximately $350 – $400 million.

The City coordinated with the FDOT on the creation of the FBR-TCEA. The configuration of the CRA boundaries and the programmed improvements are expected to have little impact ~~on the FIHS and no impact~~ on the Florida Strategic Intermodal System ~~a~~ (SIS) ~~roadway~~. **The City has taken ownership and maintenance authority from FDOT of Front Beach Road segments 1 and 2 and is expected to do the same with the remaining segments as each segment begins construction.**

The City is also in the process of beginning segment 2 of the Bay Parkway which at full build out will consist of a 4-lane road connecting SR 79 North Pier Park Drive and Panama City Beach Parkway by way of Nautilus Street. This project is anticipated to divert approx. 4,800 weekday trips and 6,100 weekend trips from the already over capacity PCB Parkway in this section as well as improve the LOS for the intersection of SR 79 and PCB Parkway. The Parkway will also serve as a bypass in disaster situations for all emergency personal and first responders.

Roadways within the City of Panama City Beach fall under three classifications. These classifications and their definitions are as follows:

A. Arterial Road - Is a roadway providing service for relatively continuous high traffic volume, long trip length, and high operating speeds.

B. Collector Road - Is a roadway providing service for relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local and arterial roads.

C. Local Road - Is a roadway providing service which is of relatively low traffic

volume, short average trip length or minimal through traffic movements, with high volume land access to abutting property.

The Future Traffic Circulation Map is Exhibit number 3.

3. INVENTORY OF EXISTING SYSTEM

Transportation planning areas are defined as one of the following three types of areas:

A. Existing Urbanized Area - An area consisting of an incorporated place and adjacent densely settled surrounding area that together have a minimum population of 50,000, characterized by Panama City and surrounding communities.

B. Transitioning Urbanized or Incorporated Areas- Existing areas projected to become part of the urbanized area in the next approximate 20 years.

C. Rural Areas - Areas currently not projected to become urbanized in approximately the next 20 years.

The road system of Panama City Beach is considered a part of the urban system.

All roadways within the City limits of Panama City Beach are included in this inventory. The roads leading into, around and through the City are an integral part of the City's traffic circulation system.

~~In 1984, the Metropolitan Planning Organization (MPO) was created to oversee the transportation planning process in Bay County. The name has since changed to the Transportation Planning Organization (The TPO).~~ The **Transportation Planning Organization (TPO) was created to oversee the transportation planning process in Bay County and** performs a variety of tasks of which one of the most important is the development of the Long Range Transportation Plan (LRTP). The first LRTP was produced in 1984, projecting transportation needs through the year 1995. ~~Subsequent~~ **The most recent** Plan updates was for **2040** ~~the years 2015 and 2020~~ **and** w**as**~~ere~~ completed in **2016** ~~1990, 1995, and 2000 respectively~~. ~~In December 2006, an update of the 2030 Area Transportation Study was completed.~~ The LRTP attempts to forecast an areas mobility needs to a point in the future based on projected transportation demands. Typically, LRTPs have a twenty to twenty-five year planning horizon.

The LRTP is used by the TPO to establish a five (5) year implementation schedule for the Transportation Improvements Plan (TIP). The TIP is updated annually by the TPO after receiving comments and recommendations from the Technical Coordinating Committee~~,~~ **and** the Citizens Advisory Committee~~, and the Bicycle/Pedestrian Committee~~.

4. ANALYSIS OF EXISTING DEFICIENCIES

Levels of service (LOS) are used to analyze roadway capacities. A LOS is determined for roadways by analyzing operational roadway characteristics and traffic volumes. The **most recent** FDOT ~~updated the~~ **Quality** Level of Service Handbook **was published in 2013** ~~on 2002~~ **and** based upon the ~~2000~~ **2010** Highway Capacity Manual Update. The**se** **Generalized Service Volume Tables included in this publication** ~~tables~~ have been adopted as the basis for determining levels of service for this Plan. ~~These tables, shown as Tables 4-1, 4-4, and 4-7 illustrate maximum traffic volumes for a range of levels of service on roadways with various characteristics.~~ There are six parameters used to determine the LOS for each roadway. They are:

A. Type of Planning Area:
   1. Urbanized Areas
   2. Areas Transitioning into Urbanized Areas or Areas over 5,000 Not in Urbanized Areas
   3. Rural Undeveloped Areas and Cities or Developed Areas less than 5,000 Population.

B. Functional Classification:
   1. Freeways
   2. Arterials
   3. Non-State Roadways

C. Number of Lanes:
   1. 2
   2. 4
   3. 6
   4. 8

D. Facility Type:
   1. Divided
   2. Undivided

E. Signalized Intersections per Mile

F. Types of Analyses:
   1. Annual Average Daily Traffic (AADT) Count
   2. Peak Hour Directional Volumes
   3. Two-Way Peak Hour Volumes

Listed below are the descriptions of the six levels of service (LOS) used in transportation planning:

A. LOS A: Highest LOS, which describes primarily free flow traffic operations at average travel speeds. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at intersection is minimal.

B. LOS B: Represents reasonable unimpeded traffic flow operations at average travel speeds. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tension.

C. LOS C: Represents stable traffic flow operations, however, ability to maneuver and change lanes may be more restrictive than LOS B, and longer queues and/or adverse signal coordination may contribute to lower average travel speeds. Motorists will experience noticeable tension while driving.

D. LOS D: Borders on a range in which small increases in traffic flow may cause substantial increases in approach delays and, hence, decreases in speed. This may be due to adverse signal progression, inappropriate signal timing, high volumes, or some combinations of these.

E. LOS E: Represents traffic flow characterized by significant delays at lower operating speeds. Such operations are caused by some combination or adverse progression, high signal density, intense queuing at critical intersections, and inappropriate signals.

F. LOS F: Represents traffic flow characterized at extremely low speeds. Intersection congestion is likely at critical signalized locations, with high approach delays resulting. Adverse signal progression and heavy pedestrian traffic is frequently a contributor to this condition.

~~Table 1~~ **Every year Planning staff updates and makes available to the public through the City's website, the City's Traffic Data Summery table which** shows the existing traffic counts ~~as of 2008~~ and ~~are~~ evaluates the level of service for the roads in Panama City Beach. ~~Traffic counts are from 2007, unless otherwise noted~~. FDOT counts ~~were~~ **are** not available on some roads, so in some cases counts from Bay County were used where available. Exhibit 3 shows the existing roadway network.

Historically, Panama City Beach has been a tourist destination that has thrived on slow moving traffic on Front Beach Road (referred to by tourists as "cruising the strip"). Because Panama City Beach is long and narrow and parallels the water, traffic can usually transfer from Front Beach Road to less traveled streets. ~~The movement of emergency vehicles through traffic is accomplished by use of hard road shoulders which are maintained for vehicular traffic.~~ In some areas of Front Beach Road, existing development is constructed up to the front property line with parking in the right-of-way. In these areas during congested times, it may be difficult for emergency vehicles to

quickly get through traffic. In essence, traffic congestion on Panama City Beach, as in other tourist attractions, is created by the choice of the travelers. However, appropriate land use and traffic controls should continue to be developed to ensure that traffic congestion on Front Beach Road does not compromise safety issues.

According to the TPO's Congestion Management System **Process** Plan (September, 200~~7~~**18**), ~~the only state~~ **three** roadways ~~that~~ fall below the minimum acceptable level of service in the Panama City Beach city limits**. These failing segments** are Panama City Beach Parkway from Mandy Lane to ~~Beckrich Road~~ **Richard Jackson Boulevard,** ~~and~~ Front Beach Road from ~~Beckrich Road~~ **Richard Jackson Boulevard to N. Thomas Drive and N. Thomas Drive from Front Beach Road to Thomas Drive.** ~~to Hutchison Boulevard (East)~~. Front Beach Road, **Panama City Beach Parkway and N. Thomas Drive are** ~~is~~ within the Front Beach Road Transportation Concurrency Exception Area ~~that was established in 2004~~. ~~State Road 79~~ **Hill Road from Front Beach to the Parkway, Front Beach Road from SR 79 to Hutchison and Panama City Parkway from Richard Jackson Boulevard to Front Beach Road** exceeds the adopted level of service once committed trips are added. ~~The following City roads fall below the minimum level of service: North Thomas Drive, South Thomas Drive, Beckrich Road, Alf Coleman Road, Clara Avenue, Hill Road, and Powell Adams Road. Actual traffic counts for all of the City roads are within the adopted level of service. However, all of the roads fail once committed trips are added.~~ As such, the City has been collecting proportionate fair share payments from development impacting these segments. All of the segments have been added to the Capital Improvements Element and will be widened **or modified** as part of the Front Beach Road CRA program**, using collected proportionate fair share funds or by other funding sources**.

5. ACCIDENT FREQUENCY DATA

The sources of accident data for the City of Panama City Beach are the Panama City Beach Police Department, the Bay County Sheriff's Office and the Florida Highway Patrol. Accident data shows most occurrences are at signalized intersections along Panama City Beach Parkway, Hutchison Boulevard, and Front Beach Road. **The highest occurrences are the Frank Brown / Pier Park area on Panama City Beach Parkway and Front Beach Road, Front Beach Road between Hutchison Boulevard and South Thomas Drive and Front Beach Road near the western intersection with Hutchison Boulevard.** The accidents on the Parkway tend to be more severe as running speeds are much higher than on Hutchison Boulevard and Front Beach Road. It is expected that more accidents will occur as the number of signalized intersections on the Parkway increases. ~~However, the severity of those accidents should decrease.~~ The City will ~~be~~ **continue to** construct~~ing~~ intersection improvements on all three major roadways as part of the Front Beach Road Community Redevelopment Program.

Some of the measures the City has recently taken to minimize the amount of accidents include; modifications to the Panama City Beach Parkway median opening between Lowes and Home Depot, a speed limit study for Cobb Road which resulted in the speed being lowered to 30 MPH and a FDOT Road Safety Audit for Panama City Beach Parkway from Alf Coleman to Richard Jackson Boulevard and North Richard Jackson Boulevard.

6. BICYCLE AND PEDESTRIAN PROGRAM

The City recognizes the needs for pedestrian and bicycle facilities. ~~Through~~ **In 2016 the Bay County Transportation Planning Organization (TPO) adopted the Bay 2040 Long Range Transportation Plan Update that identifies Gayle's Trails and Future Trail Systems in Panama City Beach.** ~~a bicycle advisory committee was formed to research and develop a Bicycle/Pedestrian Plan. This plan identifies appropriate road segments for the location of bicycle routes and pedestrian improvements and makes recommendations to the TPO. Exhibit 3-2 shows the location of pedestrian and bicycle accidents throughout the County.~~ Exhibits 3-2 ~~3 and 3-4~~ shows the existing and proposed ~~bicycle and~~ pedestrian **trail** improvements. ~~respectively.~~ **The Plan also states that the Florida Department of Transportation has adopted a new complete street policy. With this new policy, FDOT will provide safer, context-sensitive roads by putting the right street in the right place. FDOT has committed that roadways will now be designed to serve the transportation needs of system users or all ages and abilities, including but not limited to:**

- **Cyclists**
- **Motorists**
- **Transit riders**
- **Freight handlers**
- **Pedestrians**

The FDOT specifically recognizes Complete Streets are context sensitive and require transportation system design that considers local land development patterns and built form. The Department will coordinate with local governments, Transportation Planning Organizations, transportation agencies and the public, as needed to provide Complete Streets on the State Highway System, including the Strategic Intermodal system.

~~The City of Panama City Beach is currently working with the Community Traffic Safety Team to obtain grants for sidewalks.~~ Additionally, the Front Beach Road CRA program will construct sidewalks and bicycle lanes on all reconstructed roadways. The City also amended ~~the~~ sidewalk **requirements in the LDC** ~~ordinance in 2001~~ by adding several road segments where sidewalks are required as part of any new development, redevelopments, or changes of use.

Every new and reconstructed Street segment (except those serving residential subdivisions with speeds limited to 25 MPH) within the City are required to make adequate provision for pedestrian and bicycle traffic by containing sidewalks and bicycle lanes or paths.

The City currently has a paved bicycle/pedestrian trail system which runs from Power Line Road to West Bay Elementary and connects the Colony Club subdivision, Frank Brown Park with Conservation Park. This network of bicycle/pedestrian trails will eventually connect to Pine Log State Forest.

7. MASS TRANSIT

The Bay Town Trolley serves the public transit needs for Bay County and beaches. The trolley is funded by the TPO and, in part, by user fares. The trolley operates on weekdays from 6 am to 8 p.m. Several cities, including Panama City Beach, pay extra for weekend service. Since its inception, the routes and stops has changed in order to respond to consumer demand and preferences. Exhibit 3-1 shows the location of major Attractors and Generators and the current trolley route within the Panama City Beach Service Area. Front Beach Road has already been designed with dedicated transit lanes as part of the Front Beach Road CRA program. A transit plan has been completed and has been adopted into the ~~the~~ TPO Transit Plan. It has not yet been determined if the City, a private contractor, or the Bay Towne Trolley will actually provide the service.

8. HURRICANE EVACUATION

The Coastal High Hazard Area (CHHA) is defined as the Category 1 Storm Surge Area. **According to updated storm surge data, category 1 surge areas within** ~~In~~ Panama City Beach ~~, this area is~~ **are** predominantly **located** along the shores of the Gulf of Mexico (Front Beach Road, Beach Boulevard, and Thomas Drive). Other less significant areas within the CHHA are near Turtle Cove (~~22 single family residential lots~~), along Grand Lagoon (~~30 multi-family dwellings~~), and in the Colony Club area (~~35 single family residential lots~~). **When comparing the Category 1 Storm Surge area with current aerial photos, there appears to be very few structures within these areas which appear to be vulnerable to a category 1 storm surge.** ~~The State's definition of the CHHA changing from the "evacuation" area to the "surge" area had a minimal impact on the number of lots and structures within the CHHA.~~

~~Within the CHHA, 7,657 units of new Gulf front condominiums have been constructed since 2000 taking the place of 2,044 units of older hotel/motel rooms. The increase in rooms by 5,613 units has resulted in an insignificant increase in population (permanent and tourists) of the CHHA as evidenced by the traffic volumes on Front Beach Road. All segments of Front Beach Road have current traffic volumes similar to those that occurred in the early and mid 1990's.~~

~~Front Beach Road Segment~~	~~2006 Vol.~~	~~1990's Vol.~~
~~US 98 – SR 79~~	~~7,066~~	~~1990 - 7,005~~
~~SR 79 – Hutch. Blvd.~~	~~14,155~~	~~1995 - 13,014~~
~~Hutch. Blvd – Beckrich Rd.~~	~~13,500~~	~~1995 - 20,000~~
~~Beckrich Rd. – US 98/Hutch. Blvd.~~	~~16,000~~	~~1995 - 14,063~~
~~US 98/Hutch. Blvd – PCB Parkway~~	~~21,400~~	~~1995 - 23,500~~

~~Source: Historical data from the Bay County TPO Congestion Management System Plan, August 2003.~~

~~The reason for virtually no growth in the population within the CHHA over the past ten (10) years is likely because the units are almost exclusively purchased and occupied by a stable tourist population rather than a growing permanent resident population. A sampling of the newer resorts~~

~~shows less than 3% of the units are homesteaded properties. Reasons for this include the high price of the new resorts vs. the median income of Bay County residents; and, permanent residents seem to prefer living in areas away from where tourists congregate (along Front Beach Road). In 2000, the City had a permanent population of 7,671 and an estimated annual tourist population of 7.5 million. The City increased its permanent population by 3,980 since 2000 to 11,651 in 2007. However, the estimated annual tourist population has decreased and now ranges between 4.6 – 6.0 million. From year to year, the annual tourist population can fluctuate based primarily on such factors as: the number of hurricanes, the economy, gas prices, and the length of school summer vacation. The reduction in "spring break" visitors has been noticeable as evident by the sizeable reduction in law enforcement personnel needed during this time.~~

~~Although the City has experienced a significant rise in gulf-front resort units, the actual tourist population has remained relatively stable, or even declined, (as reflected in traffic counts) while the permanent population has had only a modest rise of approximately 389 residents per year since 2000. As such, development has had relatively little impact on hurricane evacuation routes and clearance times.~~

The hurricane evacuation routes for Panama City Beach are shown on Exhibit 14. It is expected that some residents on the eastern portion of the city would opt to travel east across Hathaway Bridge to State Road 77 or US 231 just as the residents on the western end may opt to travel west to State Roads 81 and 331.

The location of the hurricane evacuation routes are shown on Exhibit 14. The Bay County Comprehensive Plan states that the County has adopted a hurricane evacuation time of 24 hours for category 4-5 storms. Bay County and the City worked together to create the Bay County Hurricane Abbreviated Transportation Model (Updated, 20~~0~~14). The County and the City have continued to share information on development order approvals in order to keep the hurricane model updated. Below is the most recent tables that have been updated with additional development orders approved by the City.

~~Modeled/Critical Roadway Segment~~	~~Times Cat 1-2 low occ~~	~~Times Cat 1-2 high occ~~	~~Times Cat 3 low occ~~	~~Times Cat 3 high occ~~	~~Times Cat 4-5 low occ~~	~~Times Cat 4-5 high occ~~
~~SR 79 at SR 20~~	~~3.6~~	~~5.5~~	~~5.0~~	~~6.4~~	~~7.2~~	~~9.7~~
~~SR 77 at SR 20~~	~~3.3~~	~~4.1~~	~~4.1~~	~~5.1~~	~~5.2~~	~~6.5~~
~~US 231 at SR 20~~	~~5.7~~	~~7.5~~	~~9.4~~	~~12.6~~	~~13.1~~	~~17.2~~
~~SR 20 eb out of Bay~~	~~2.7~~	~~3.4~~	~~4.1~~	~~5.4~~	~~5.6~~	~~7.2~~
~~Hathaway Bridge~~	~~6.1~~	~~7.7~~	~~7.5~~	~~10.1~~	~~8.8~~	~~12.1~~
~~US 231/SR 77/US98 int~~	~~5.8~~	~~7.8~~	~~8.5~~	~~12.0~~	~~10.5~~	~~14.9~~
~~CR 386 into Gulf County~~	~~1.2~~	~~1.3~~	~~1.3~~	~~1.5~~	~~1.5~~	~~1.7~~

Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
SR 79 at SR 20	3.1	4.0	4.0	4.6	5.4	6.8
SR 77 at SR 20	3.0	3.4	3.6	4.2	4.5	5.3
US 231at SR 20	4.7	5.7	7.7	9.7	10.5	13.1
SR 20 eb out of Bay	2.3	2.8	3.5	4.4	4.7	5.8
Hathaway Bridge	5.6	6.5	6.6	8.1	7.4	9.4
US 231/SR77/US98 int	5.1	6.3	7.4	9.5	8.7	11.4
CR 386 into Gulf County	1.2	1.3	1.3	1.5	1.4	1.6

The results of the updated model show that under a high occupancy and a category 4-5 hurricane, the critical segment will be US 231 at SR 20 with an evacuation time of ~~17.2~~ **13.1** hours. This, however, is still below the adopted evacuation time of 24 hours.

9. PARKING FACILITIES

The City ~~recently~~ constructed a beach access public parking area on Churchwell Drive that ~~will~~ accommodate**s** approximately 120~~5~~ vehicles. ~~In 2007, the City purchased approximately 4 acres on N. Thomas Drive near the Front Beach Road intersection. The property which is to ultimately be developed with a multimodal transportation center with associated retail.~~ **There are also preliminary plans to build a multimodal center adjacent to the City Hall campus.**

10. EVALUATION ~~AND RECOMMENDATION OF 2005-2010 SYSTEMS~~

~~Attached Table 1 shows the anticipated traffic volumes for 2011 and 2020. Based on the adopted level of service, the goal is to maintain the traffic volume beneath the figure shown in "MAX VOL" on all roadways.~~

~~Tables 4-1, 4-4, and 4-7 are the Generalized Level of Service tables from the FDOT Level of Service Handbook, 2002.~~

Based on historical data FDOT estimates it is anticipated traffic volumes will continue to increase by 3% per year system wide. To mitigate this growth the City continues to collect proportionate fair share payments, utilizes FDOT funding, continue to enhance bicycle/pedestrian and transit facilities and explore other smart growth options.

11. GOALS, OBJECTIVES AND POLICIES OF TRAFFIC CIRCULATION

GOAL: **Provide a safe and efficient transportation system to accommodate current and future land use patterns and to maintain an adopted traffic circulation level of service standards.**

OBJECTIVE 1: **With the adoption of this Plan, establish level of service (LOS) standards to be used in the processing of development and redevelopment orders.**

POLICY 1.1: With the adoption of this Plan, the following peak hour level of service standards for roads shall be established to evaluate the facility's capacity for issuance of development permits.

FACILITY TYPE	PEAK HOUR LEVEL OF SERVICE
Principal Arterial	D*
Minor Arterial	D*
Collector	D*
Local	D*
Front Beach Road	D *
FIHS Road Segments	As determined by FDOT

Note: * is to denote that some roads, or portions of roads, may be located within the Front Beach Road Transportation Concurrency Exception Area and not subject to the LOS designation.

POLICY 1.2: The City will review with Bay County and the State Department of Transportation any special transportation needs. If necessary, the City will review its roadway standards and their application to particular roadways.

POLICY 1.3: Continue evaluating and reporting the level of service for each road segment identified in this Plan.

POLICY 1.4: The City shall review all proposed developments for consistency with the level of service standards adopted by this Plan to maintain concurrency as specified in the Concurrency Management System.

POLICY 1.4.1: Deminimis exceptions to transportation concurrency are adopted as defined in Chapter 163.3180(6) F.S. The City shall maintain records of all deminimis exceptions ~~and submit a summary report to the DCA along with the~~ **through the** annual update of the Capital Improvements Element.

POLICY 1.5: The City ~~may~~ **will** use a proportionate fair-share process consistent with Chapter 163.3180(16) in order to satisfy the level of service standard for roads.

POLICY 1.5.1: Revenues collected for an improvement on a facility may be used on a parallel facility or another improvement within that same corridor or sector that in the discretion of the City would mitigate the impacts of development.

POLICY 1.6: The Front Beach Road Transportation Concurrency Exception Area will be evaluated annually to assess its progress of increasing mobility within the Front Beach Road Community Redevelopment Area.

POLICY 1.6.1: The City hereby creates a Transportation Concurrency Exception Area for Front Beach Road for the reasons and based upon the information contained within the April, 2004 City of Panama City Beach Transportation Concurrency Exception Area (TCEA) Report.

POLICY 1.6.2: The boundary of the Transportation Concurrency Exception Area is the boundary of the Front Beach Road Redevelopment Area.

POLICY 1.6.3: The Front Beach Road Community Redevelopment Plan is incorporated by reference and adopted as part of this Comprehensive Plan pursuant to Policy 4.6 of the Future Land Use Element *(updated, 2004).*

POLICY 1.7: A detailed level of service study shall be conducted for any road segment that has reached at least ninety percent (90%) of the adopted maximum level of service volume.

POLICY 1.8: The City will continue to encourage the TPO to give a high priority ranking to the six-laning of Panama City Beach Parkway from Mandy Lane to ~~Beckrich Road~~ **Richard Jackson Boulevard**.

POLICY 1.9: Through land development regulations, the City will, amend when necessary, land development policies for the Panama City Beach Parkway that further implement and support the recommendations of the US 98 (Panama City Beach Parkway) Corridor Management Report.

OBJECTIVE 2: Establish a procedure to protect existing and future rights-of-way for building encroachment.

POLICY 2.1: A twenty-five foot minimum front building set back from rights-of-way will be required of future development, unless reasons exist why such setback cannot be implemented on a particular parcel. A ~~twenty~~ **five** foot minimum building setback may be permitted for future development where expressly authorized by the Land Development Code for a particular zone or overlay district as shown on the zoning map. ~~*(Amended June 10, 2004 - Ord. No. 879).*~~

POLICY 2.2: The City shall establish minimum right-of-way requirements for each street classification.

OBJECTIVE 3: Traffic circulation and planning will be coordinated with the future land uses shown on the Future Land Use Map, the Florida Department of Transportation's five-year transportation plan, the Panama City TPO Long Range Transportation Plan, and plans of adjoining jurisdictions.

POLICY 3.1: The City shall review the traffic circulation plans of adjacent incorporated and unincorporated areas for compatibility with this Plan.

POLICY 3.2: The review of development orders for projects connecting to the State road system shall be reviewed for compatibility with the Florida Department of Transportation's five-year transportation plan.

POLICY 3.3: When appropriate, the City will control land use to meet level of service standards adopted as part of this Plan.

POLICY 3.4: Continue to participate in the Panama City Transportation Planning Organization planning process in coordination with adjacent local governments and other public agencies and private organizations whose purpose is to implement the transportation, land use, parking, and other provisions of the transportation element.

POLICY 3.5: Continue to participate in the development and update of the Transit Development Plan especially in the establishment of numerical indicators against which the achievement of the mobility goals of the community can be measured, such as modal split, annual transit trips per capita, and automobile occupancy rates.

OBJECTIVE 4: Coordinate the traffic circulation system with the plans and programs of the Transportation Planning Organization (TPO) and the Florida Department of Transportation's five-year transportation plan.

POLICY 4.1: Support the TPO by designating a City representative to serve on a transportation technical advisory committee.

POLICY 4.2: Coordinate changes in this traffic plan with changes in the Florida Department of Transportation's five-year transportation plan, the TPO's Long Range Transportation Plan, and subsequent updates.

POLICY 4.3: Continue to support the provision of transportation services to the transportation disadvantaged through the TPO.

POLICY 4.4: The City shall coordinate and schedule any major roadway improvements consistent with the Florida Department of Transportation's five-year construction plan.

OBJECTIVE 5: Provide convenient and efficient movement of motorized and non-motorized traffic.

POLICY 5.1: Continue controlling the installation of sidewalks and bicycle paths.

POLICY 5.2: Require the Panama City Beach Police Department to compile accident data by location involving motorized vehicles, bicycles and pedestrians. Utilize this data to improve safety conditions.

POLICY 5.3: Continue implementing off-street parking requirements through the Land Development Code. Applications for development orders shall not be approved if adequate and safe parking is not provided.

POLICY 5.4: Cooperate with the TPO and Bay County in planning studies for a comprehensive bicycle plan. Panama City Beach shall consider the establishment of bicycle and pedestrian ways upon completion of the studies. If necessary, Panama City Beach shall amend the Plan in the future to address these considerations.

POLICY 5.5: Direct through traffic onto principal arterials and away from local streets, and promote the use of traffic calming strategies to protect local streets from high traffic volumes and speeds.

POLICY 5.6: Facilitate the provision of a network for pedestrians and bicyclists that allows shortcuts and alternatives to traveling along high-volume streets.

TABLE 4 - 7
GENERALIZED **PEAK HOUR DIRECTIONAL** VOLUMES FOR FLORIDA'S **URBANIZED AREAS***

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	100	340	670	950	1,300
2	Divided	1,060	1,720	2,500	3,230	3,670
3	Divided	1,600	2,590	3,740	4,840	5,500

STATE TWO-WAY ARTERIALS

Class I (>0.00 to 1.99 signalized intersections per mile)

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	220	720	860	890
2	Divided	250	1,530	1,810	1,860	***
3	Divided	380	2,330	2,720	2,790	***
4	Divided	490	3,030	3,460	3,540	***

Class II (2.00 to 4.50 signalized intersections per mile)

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	100	590	810	850
2	Divided	**	220	1,360	1,710	1,800
3	Divided	**	340	2,110	2,570	2,710
4	Divided	**	440	2,790	3,330	3,500

Class III (more than 4.5 signalized intersections per mile and not within primary city central business district of an urbanized area over 750,000)

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	**	280	660	810
2	Divided	**	**	650	1,510	1,720
3	Divided	**	**	1,020	2,330	2,580
4	Divided	**	**	1,350	3,070	3,330

Class IV (more than 4.5 signalized intersections per mile and within primary city central business district of an urbanized area over 750,000)

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	**	270	720	780
2	Divided	**	**	650	1,580	1,660
3	Divided	**	**	1,000	2,390	2,490
4	Divided	**	**	1,350	3,130	3,250

NON-STATE ROADWAYS

Major City/County Roadways

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	**	480	760	810
2	Divided	**	**	1,120	1,620	1,720
3	Divided	**	**	1,740	2,450	2,580

Other Signalized Roadways
(signalized intersection analysis)

Lanes	Divided	Level of Service A	B	C	D	E
1	Undivided	**	**	250	530	660
2	Divided	**	**	580	1,140	1,320

Source: Florida Department of Transportation 02/22/02
Systems Planning Office
605 Suwannee Street, MS 19
Tallahassee, FL 32399-0450
http://www11.myflorida.com/planning/systems/sm/los/default.htm

FREEWAYS

Interchange spacing ≥ 2 mi. apart

Lanes	Level of Service A	B	C	D	E
2	1,270	2,110	2,940	3,580	3,980
3	1,970	3,260	4,550	5,530	6,150
4	2,660	4,410	6,150	7,480	8,320
5	3,360	5,560	7,760	9,440	10,480
6	4,050	6,710	9,360	11,390	12,650

Interchange spacing < 2 mi. apart

Lanes	Level of Service A	B	C	D	E
2	1,130	1,840	2,660	3,440	3,910
3	1,780	2,890	4,180	5,410	6,150
4	2,340	3,940	5,700	7,380	8,380
5	3,080	4,990	7,220	9,340	10,620
6	3,730	6,040	8,740	11,310	12,850

BICYCLE MODE

(Note: Level of service for the bicycle mode in this table is based on roadway geometrics at 40 mph posted speed and traffic conditions, not number of bicyclists using the facility.) (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine maximum service volumes.)

Paved Shoulder/ Bicycle Lane Coverage	Level of Service A	B	C	D	E
0-49%	**	**	170	720	>720
50-84%	**	130	210	>210	***
85-100%	160	380	>380	***	***

PEDESTRIAN MODE

(Note: Level of service for the pedestrian mode in this table is based on roadway geometrics at 40 mph posted speed and traffic conditions, not the number of pedestrians using the facility.) (Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine maximum service volumes.)

Sidewalk Coverage	Level of Service A	B	C	D	E
0-49%	**	**	**	330	810
50-84%	**	**	**	520	990
85-100%	**	120	590	>590	***

BUS MODE (Scheduled Fixed Route)
(Buses per hour)

Sidewalk Coverage	Level of Service A	B	C	D	E
0-84%	**	>5	≥4	≥3	≥2
85-100%	>6	>4	≥3	≥2	≥1

ARTERIAL/NON-STATE ROADWAY ADJUSTMENTS
DIVIDED/UNDIVIDED
(alter corresponding volumes by the indicated percent)

Lanes	Median	Left Turns Lanes	Adjustment Factors
1	Divided	Yes	+5%
1	Undivided	No	-20%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

ONE WAY FACILITIES
Increase corresponding volume 20%

*This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Values shown are hourly directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. Level of service letter grade thresholds are probably not comparable across modes and, therefore, cross modal comparisons should be made with caution. Furthermore, combining levels of service of different modes into one overall roadway level of service is not recommended. To convert to annual average daily traffic volumes, these volumes must be divided by appropriate D and K factors. The table's input value defaults and level of service criteria appear on the following page. Calculations are based on planning applications of the Highway Capacity Manual, Bicycle LOS Model, Pedestrian LOS Model and Transit Capacity and Quality of Service Manual, respectively for the automobile/truck, bicycle, pedestrian and bus modes.
**Cannot be achieved using table input value defaults.
***Not applicable for that level of service letter grade. For automobile/truck modes, volumes greater than level of service D become F because intersection capacities have been reached. For bicycle and pedestrian modes, the level of service letter grade (including F) is not achievable, because there is no maximum vehicle volume threshold using table input value defaults.

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TABLE 4 – 7 (CONTINUED)

GENERALIZED **PEAK HOUR DIRECTIONAL** VOLUMES FOR FLORIDA'S **URBANIZED AREAS**

INPUT VALUE ASSUMPTIONS

	UNINTERRUPTED FLOW FACILITIES			
	Freeways		Highways	
ROADWAY CHARACTERISTICS	Class III	Class IV		
Number of directional through lanes	2 - 6	2 - 6	1	2 - 3
Posted speed (mph)	65	55	50	50
Free flow speed (mph)	70	60	55	55
Base segment length (mi)	1.5	1		
Interchange spacing per mile	2.5	1		
Median (n,x)			n	x
Left turn lanes (n,x)			x	x
Terrain (r,l)	l	l	l	l
% no passing zone			80	
Passing lanes (n,x)			n	
TRAFFIC CHARACTERISTICS				
Planning analysis hour factor (K)	0.095	0.095	0.095	0.095
Directional distribution factor (D)	0.55	0.55	0.55	0.55
Peak hour factor (PHF)	0.95	0.95	0.925	0.925
Base capacity (pcphpl)			1700	2100
Heavy vehicle percent	6.0	6.0	2.0	2.0
Local adjustment factor	0.96	1.00	1.0	1.0

	INTERRUPTED FLOW FACILITIES																		
	State Arterials												Non-State Roadways			Bicycle	Pedestrian	Bus
ROADWAY CHARACTERISTICS	Class I			Class II			Class III			Class IV			Major City/County		Other Signalized	Class II	Class II	
Number of directional through lanes	1	2 - 3	4	1	2-3	4	1	2 - 3	4	1	2 - 3	4	1	2 - 3	1-2	2	2	
Posted speed (mph)	45	50	50	45	45	45	35	35	35	30	30	30	45	45		40	40	
Free flow speed (mph)	50	55	55	50	50	50	40	40	35	35	35	35	50	50		45	45	
Median type (n,R,x)	n	r	r	n	r	r	n	r	r	n	r	r	n	r		r	r	
Left turn lanes (n,x)	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Paved shoulder/bicycle lane (n,x)																n.50*x.x	n	
Outside lane width (n,t,w)																t	t	
Pavement condition (u,t,d)																t		
Sidewalk (n,x)																	n.50*x.x	n.x
Sidewalk/roadway separation (n,t,w)																	t	
Sidewalk/roadway protective barrier (n,x)																	n	
Obstacle to bus stop (n,x)																		n
TRAFFIC CHARACTERISTICS																		
Planning analysis hour factor (K)	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	0.095	
Directional distribution factor (D)	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	
Peak hour factor (PHF)	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	0.925	
Base saturation flow rate (pcphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Heavy vehicle percent	2.0	2.0	2.0	2.0	2.0	2.0	1.5	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.0	2.0	2.0	
Local adjustment factor	1.0	1.0	0.95	0.98	0.98	0.95	0.95	0.95	0.92	0.92	0.92	0.90	0.98	0.98	0.95	0.98	0.98	
% turns from exclusive turn lanes	12	12	12	12	12	12	12	12	12	12	12	12	14	14	16	12	12	
Bus span of service																		15
CONTROL CHARACTERISTICS																		
Signalized intersections per mile	1.5	1.0	1.0	3.0	3.0	3.0	5.0	5.0	5.0	8.0	8.0	8.0	3.0	3.0		3.0	3.0	
Arterial type (1-4)	3	3	3	4	4	4	4	4	4	4	4	4	4	4	3	4	4	
Signal type (a,s,f)	a	a	a	s	s	s	s	s	s	s	s	s	s	s	s	s	s	
Cycle length (C)	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	
Effective green ratio (g/C)	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.44	0.41	0.41	0.31	0.44	0.44	

LEVEL OF SERVICE THRESHOLDS

	Freeways				Highways			State Two-Way Arterials				Non-State Roadways		Bicycle	Pedestrian	Bus
Level of Service	Class III		Class IV		Two-Lane	Multilane		Class I	Class II	Class III	Class IV	Major City/County	Other Signalized Control Delay			
	v/c	Density	v/c	Density	% FFS	v/c	Density	ATS	ATS	ATS	ATS	ATS		Score	Score	Buses per hr
A	≤ 0.35	≤ 11	≤ 0.29	≤ 11	≥ 0.917	≤ 0.29	≤ 11	≥ 42 mph	≥ 35 mph	≥ 30 mph	≥ 25 mph	≥ 35 mph	≤ 10 sec	≤ 1.5	≤ 1.5	≥ 6
B	≤ 0.53	≤ 18	≤ 0.47	≤ 18	≥ 0.833	≤ 0.47	≤ 18	≥ 34 mph	≥ 28 mph	≥ 24 mph	≥ 19 mph	≥ 28 mph	≤ 20 sec	≤ 2.5	≤ 2.5	≥ 4
C	≤ 0.74	≤ 26	≤ 0.68	≤ 26	≥ 0.750	≤ 0.68	≤ 26	≥ 27 mph	≥ 22 mph	≥ 18 mph	≥ 13 mph	≥ 22 mph	≤ 35 sec	≤ 3.5	≤ 3.5	≥ 3
D	≤ 0.90	≤ 35	≤ 0.88	≤ 35	≥ 0.667	≤ 0.88	≤ 35	≥ 21 mph	≥ 17 mph	≥ 14 mph	≥ 9 mph	≥ 17 mph	≤ 55 sec	≤ 4.5	≤ 4.5	≥ 2
E	≤ 1.00	≤ 45	≤ 1.00	≤ 45	≥ 0.583	≤ 1.00	≤ 41	≥ 16 mph	≥ 13 mph	≥ 10 mph	≥ 7 mph	≥ 13 mph	≤ 80 sec	≤ 5.5	≤ 5.5	≥ 1
F	> 1.00	> 45	> 1.00	> 45	≤ 0.583	> 1.00	> 41	< 16 mph	< 13 mph	< 10 mph	< 7 mph	< 13 mph	> 80 sec	> 5.5	> 5.5	< 1

v/c = Demand to Capacity Ratio % FFS = Percent Free Flow Speed ATS = Average Travel Speed 02/22/02

SECTION 5

HOUSING

This section is to evaluate the existing housing units available to the residents of the City, project future housing needs and establish guidelines to ensure that there is sufficient housing available.

1. EXISTING HOUSING INVENTORY

Table 1 reflects the age of the existing inventory ~~and are depicted on Exhibit 4~~.

TABLE 1
AGE OF HOUSING INVENTORY
IN PANAMA CITY BEACH

DATE OF CONSTRUCTION	NUMBER OF UNITS	
1939 and before	~~52~~	**27**
1940 thru 1949	~~81~~	**114**
1950 thru 1959	~~241~~	**193**
1960 thru 1969	~~334~~	**200**
1970 thru 1979	~~1,482~~	**911**
1980 thru 1989	~~4,023~~	**4,608**
1990 thru 1999	~~301~~	**2,503**
2000 thru 200~~5~~9	~~7,726~~	**8,708**
2010 Thru 2018		**2,316**

Source: 2000**17** U. S. Census, **Bay County GIS** and City of Panama City Beach Building and Planning Department.

The approximate distribution by category of the various types of housing units is reflected in Table 2:

TABLE 2
HOUSING UNIT TYPES
IN PANAMA CITY BEACH 200818

STRUCTURAL TYPE	PANAMA CITY BEACH NUMBER OF UNITS	
Single family	~~3,969~~	**5,441**
Multi-family	~~1,418~~	**2,242**
Condominiums	~~11,447~~	**11,759**
Mobile homes	~~1,365~~	**138**
Total:	~~18,199~~	**19,580**

Source: Panama City Beach Building & Planning Department calculations, Bay County GIS and the University of Florida Shimberg Center for Affordable Housing

Historically, the private sector has provided all housing needs for the residents of Panama City Beach. According to the Panama City Beach Building Department, the housing construction inventory distribution by construction type is as follows:

TABLE 3
INVENTORY OF CONSTRUCTION ACTIVITY SINCE 1980
PANAMA CITY BEACH

YEAR	# OF UNITS	# SINGLE FAMILY	# MULTI FAMILY	# CONDOS	# MOBILE HOMES
1980	217	41	176	*	NA
1981	378	115	263	*	NA
1982	274	28	228	*	18
1983	1,314	94	1,197	*	23
1984	693	92	591	*	10
1985	741	97	625	*	19
1986	974	69	881	*	24
1987	370	49	309	*	12
1988	717	53	653	*	11
1989	173	70	93	*	10
1990	178	80	82	*	16
1991	255	90	43	*	22
1996	246	107	123	*	16
1993	247	125	113	*	9
1994	258	142	107	*	9
1995	263	124	129	*	106
1996	252	132	111	*	9
1997	250	118	122	*	10
1998	438	135	280	*	23
1999	324	139	171	*	14
2000	163	132	19	*	12
2001	189	161	12	*	16
2002	272	156	104	*	12
2003	1,719	173	250	1,296	0
2004	1,326	224	20	1,081	1
2005	2,660	157	160	2,343	0
2006	1,397	51	396	950	0
2007	418	55	363	0	

TABLE 3
INVENTORY OF CONSTRUCTION ACTIVITY SINCE 1999
PANAMA CITY BEACH

YEAR	OF UNITS	SINGLE FAMILY	MULTI FAMILY	CONDOS	MOBILE HOMES
1999	324	139	171	*	14
2000	163	132	19	*	12
2001	189	161	12	*	16
2002	272	156	104	*	12
2003	1719	173	250	1296	0
2004	1326	224	20	1081	1
2005	2660	157	160	2343	0
2006	1397	51	396	950	0
2007	418	55	363	0	0
2008	36	23	13	0	0
2009	52	11	40	0	1
2010	31	15	16	0	0
2011	90	66	24	0	0
2012	83	83	0	0	0
2013	361	96	264	0	1
2014	108	108	0	0	0
2015	126	125	0	0	1
2016	436	156	27	250	3
2017	759	118	638	0	3
2018	179	143	33	0	3

SOURCE: Panama City Beach Building and Planning Department
Note: (1) Resort dwellings as defined in Chapter 509.242, F.S., are considered public lodging establishments.
(2) Prior to 2003, resort condominiums and transient apartments as defined in Chapter 509.242, F.S., are considered public lodging establishments but are included as multi-family in this table.

2. OCCUPANCY STATUS OF EXISTING HOUSING UNITS

According to information gathered from the ~~Shimberg Center for Affordable Housing at the University of Florida,~~ **The US Census, Bay County GIS and the City Of Panama City Beach Building Department,** there were ~~11,326~~ **approximatly 19,580** housing units, ~~2,548~~ **3,580** homesteaded units and ~~4,206~~ **5,332** households which averaged ~~2.4~~ **2.33** persons per household in Panama City Beach in ~~2005~~ **2018**. This figure does not include hotel and motel rooms. Table 4 reflects the occupancy status and ownership of units and households within the city limits. The data reveals that in ~~2005~~ **2018**, ~~23%~~ **18%** of the city's housing units were homesteaded and ~~74%~~ **60%** of the city's households were owner occupied.

TABLE 4
OCCUPANCY STATUS/HOMESTEAD STATUS
PANAMA CITY BEACH, ~~2005~~ 2018 ESTIMATES

Total Housing Units	~~11,326~~ **19,580**
Homesteaded Units	~~2,548~~ **3,580**
Second Homes/Rental Units	~~8,778~~ **16,000**
Total Households	~~4,206~~ **5,332**
Owner Occupied Households	~~3,110~~ **3,181**
Renter Occupied Households	~~1,096~~ **2,151**
Average Household Size	~~2.4~~ **2.33** persons

Note: A household is a group of related or unrelated persons who share living arrangements.

Source: ~~Shimberg Center for Affordable Housing University of Florida,~~ City of Panama City Beach Building and Planning Department**, US Census and Bay County GIS**.

The housing inventory in the City contains approximately ~~5,381~~ **13,314** vacant units. The status of these units is reflected in Table 5.

TABLE 5
VACANCY STATUS
IN PANAMA CITY BEACH
200018 EST(~~5,320~~ 13,314 units)

STATUS	NUMBER OF UNITS	
For rent	~~1,272~~	**5,675**
For sale ~~only~~	~~135~~	**107**
Rented or sold, not occupied	~~101~~	**186**
For seasonal recreational or occasional use	~~3,568~~	**7,027**
Other vacant	~~244~~	**319**

Sources: * 200013-17 U.S. Census, ~~all other are estimates from the~~ City of Panama City Beach Building & Planning Department based upon historical ratios.

TABLE 5-A
MEDIAN SALES PRICE FOR SELECT HOUSING TYPE ~~2003/2005~~ 2017-2018

HOUSING TYPE	SALES PRICE ~~2003~~ 2017		SALES PRICE ~~2005~~ 2018	
Single Family	~~$138,900~~	**$259,307**	~~$283,400~~	**$250,000**
Condominium	~~$145,000~~	**$238,460**	~~$395,500~~	**$238,200**

Source: Shimberg Center for Affordable Housing-University of Florida,~~ City of Panama City Beach Building and Planning Department~~

3. VALUE OF EXISTING HOUSING UNITS

Table 6 reflects the value of the owner-occupied housing units:

TABLE 6
VALUE OF OWNER-OCCUPIED HOUSING 2000~~0~~17

VALUE	PANAMA CITY BEACH UNITS	~~BAY COUNTY~~ UNITS
Less than $ 50,000	~~66~~ **165**	~~3,421~~ **4,018**
50,000 to 99,999	~~774~~ **123**	~~13,768~~ **6,865**
100,000 to 149,000	~~599~~ **579**	~~6,834~~ **7,495**
150,000 to 199,999	~~385~~ **492**	~~3,249~~ **8,113**
200,000 to 299,999	~~223~~ **1,050**	~~2,189~~ **9,286**
300,000 ~~or MORE~~ to 499,999	~~42~~ **655**	~~1,119~~ **5,313**
500,000 to over 1,000,000	**117**	**1,791**
TOTAL	~~2,089~~ **3,181**	~~30,580~~ **42,881**

Sources: ~~2000~~ **2017** U.S. Census.

The remaining occupied housing units in Panama City Beach are occupied by renters who contract with the property owner on a monthly basis. Table 7 outlines the specified renter-occupied housing units and the monthly contract rent.

According to the Shimberg Center for Affordable Housing, the median gross monthly rent for the City of Panama City Beach in ~~2000~~ **2017** was ~~$671~~ **$1,151** and Bay County was ~~$536~~ **$966**. ~~In September 2006, it is estimated the median gross monthly rent in Panama City Beach was $1,000.~~ In 2008~~, rent appears to have dropped to an~~ **the** estimated median gross monthly rent ~~of~~ **was** about $850.

TABLE 7

~~MONTHLY CONTRACT RENT~~
RENTER HOUSEHOLDS BY GROSS RENT
~~2000~~ 2017

CONTRACT RENT AMOUNT	PANAMA CITY BEACH NUMBER OF UNITS	
No Cash Rent	~~83~~	**48**
~~Less than $250.00~~	~~13~~	
~~$ 250.00 to $499.00~~	~~174~~	
$500.00 to $749.00	~~417~~	**136**
$750.00 to $999.00	~~205~~	**456**
$1,000 ~~OR MORE~~ **to $1,499**	~~29~~	**1,198**
$1,500 to 1,999		**221**
$2,000 to $2,499		**87**
TOTAL	~~921~~	**2146**

Sources: Shimberg Center for Affordable Housing-University of Florida, ~~2000~~ **2013-2017 estimate**.

4. SUBSTANDARD HOUSING

Panama City Beach has developed ordinances to control the proliferation of substandard structures in the City. Chapter 15 of the Code of Ordinances of Panama City Beach defines substandard structures as:

> Any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located, including, but not limited to, the keeping or depositing on or the scattering over the premises of lumber, junk, trash, debris or abandoned, discarded, unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.
>
> Any dwelling or structure or any portion thereof, including accessory buildings, structurally unsafe, unstable, unsanitary, inadequately provided with exit facilities, constituting a fire hazard, unsuitable or improper for the use or occupancy for which they are put, constituting a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment, and dangerous to life or property, or by reason of fire, decay, deterioration, structural defects, improper design, unstable

> foundations, termites, acts of God, or other causes dangerous to the occupants thereof or to the surrounding buildings and to occupants thereof, or a menace to the public health, or a fire hazard, or so unsafe as to endanger life or property or render the use of the public streets dangerous or otherwise in material violation of the housing, building, electrical, plumbing, mechanical, health or fire codes of the City.

~~In 1992, the City Building Department conducted a survey to determine the substandard units in the City as defined by the ordinances of the City. The study revealed that there were six structures which were considered to be substandard.~~

~~Recently, the City has caused two older motels and one restaurant/bar to be demolished because of the substandard structures. The old Salty's restaurant/bar was demolished by the owner because of action by the City. The Surfside Villas was demolished by the City and a lien placed against the owners. The City entered into an agreement with the owners of the Fiesta Motel by which the owners are currently demolishing the north side development consisting of an old arcade, miniature golf course, and several accessory buildings. The City will take future action against the site of the old Miracle Strip Amusement Park, the old Islander Motel, and the old U-Turn Sunburn. The City has also been aggressive with residential structures that have fallen into disrepair from owners who had hoped to flip them for a quick sale were unable to before the market evaporated.~~

The City continues to conduct surveys on a weekly basis to identify substandard units, as defined by the City's Code of Ordinances. Within the last few years, 15 residential and commercial structures which were considered to be substandard were demolished.

The City has also been aggressive with structures that have fallen into disrepair. The City has implemented a building maintenance code to address these buildings. In 2019, when the code was implemented, the City identified (20) structures that fell into this category. Since then these buildings have been brought up to Code. Code Enforcement will continue to monitor and conduct surveys to insure the health and safety of its residents.

5. SUBSIDIZED HOUSING UNITS

Currently, the City has ~~one~~ **two** renter-occupied housing developments which utilize federal, state or local subsidies. The Stone Harbor Apartments are located on Alf Coleman Road and consist of 235 units **and Pelican Point Apartment which is located on Clarence Street and consists of 78 units**.

6. COMMUNITY RESIDENTIAL HOMES

Pursuant to Chapter 419, F. S., a community residential home is defined as a dwelling unit licensed to serve clients of the Department of Children and Family Services, which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single family unit and a noncommercial, residential use for the purpose of local laws and ordinances.

Community residential homes do not include rooming or boarding houses, hotels, residential treatment facilities, nursing homes, or emergency shelters. Presently, there are no community residential homes located in the City.

7. MOBILE HOMES

According to **data gathered from** the Shimberg Center, **Bay County GIS and the Panama City Building Division** there were approximately ~~596~~ **138** mobile homes in the City of Panama City Beach in 200~~2~~**18**. Due to the recent increase in real estate values coupled with improved coastal building standards and redevelopment of existing lots, it is estimated that the placement of mobile homes in the City limits is expected to be minimal over the next 10 years.

8. HISTORICALLY SIGNIFICANT HOUSING

In Panama City Beach, approximately 50 structures and sites have been reported and listed in the Florida Master Site File of the Bureau of Historic Preservation, Florida Department of State. It is expected that many of these structures have been destroyed by storms such as Hurricane Opal or have been remodeled. A survey of the housing supply **conducted in 2011** ~~will be necessary to~~ determine**d** ~~the extent of~~ there were no historically significant housing **units located in the City Limits**.

9. ANALYSIS OF EXISTING HOUSING INVENTORY AND PROJECTIONS FOR THE FUTURE.

~~Panama City Beach has experienced a 75% growth rate between 2000 and 2008 for an annual average of 9.4%.~~ The residential population projection for 20~~1~~0**20** is **14,700** ~~15,500~~ residents and the projection for 20~~2~~0**30** is ~~25,500~~ **19,016** residents. Table 8 reflects the projected population.

TABLE 8
POPULATION AND HOUSEHOLD
SIZE PROJECTIONS, PANAMA CITY BEACH
1980 TO 2020

YEAR	1980	1990	2000	2007	2010*	2015*	2020*
Panama City Beach (residents)	2,148	4,051	7,671	11,651	15,500	20,500	25,500
Housing Units	6,246	8,272	8,965	18,199	16,300	22,000	27,000
Household Size	2.43	2.29	2.17	2.40	2.60	2.70	2.50

SOURCE: 1980 U.S. Census; 1990 U.S. Census, and the 2000 U.S. Census.
* Estimates from the Panama City Beach Building & Planning Department calculations.

Notes:
(1) Projected residential population taken from Table 1, Section 2, of the Comprehensive Plan.
(2) For 2010/2015, housing unit construction estimates: 26 year period from 1980-2006 = 191.40% increase or +7.36% per year.
(3) Projected household size estimated based on historical trends.

TABLE 8
POPULATION AND HOUSEHOLD
SIZE PROJECTIONS, PANAMA CITY BEACH
2000 TO 2040

YEAR	2000	2010	2020*	2030*	2040*
Panama City Beach (residents)	7,671	11,554	14,711	19,016	24,581
Housing Units	8,965	17,141	20,400	24,620	27,840
Household Size	2.17	2.20	2.33	2.41	2.49

SOURCE:
* Estimates from the Panama City Beach Building & Planning Department calculations.
Notes:
(1) Projected residential population taken from Table 1, Section 2, of the Comprehensive Plan.
(2) Housing Construction is based on construction activity from 2015 to 2018, 2019-year end estimates and the assumption the current acceleration in multifamily development will slow.
(3) Projected household size based on US Census figures 2000, 2010 and (2017 2.33).

A. Projected Housing Needs

Based upon historical data, the projected new construction through 202~~0~~**40** is:

~~TABLE 9~~
~~PROJECTED HOUSING CONSTRUCTION~~
~~THROUGH 2020~~

TYPE OF UNIT	2005 NEW UNITS	2007-2010 NEW UNITS	2010-2015 NEW UNITS	2015-2020 NEW UNITS
Single family	675	525	425	425
Multi-family	100	480	600	600
Condominium	450	1,281	1,000	1,000
Mobile home	75	0	0	0
Total:	1300	2,286	2,025	2,025

SOURCE: Panama City Beach Building & Planning Department calculations

Notes:

1. Housing Construction is based on construction activity between 2000 and 2006, projects underway in 2007, and an estimated continued slowdown in housing construction after 2010.

TABLE 9
PROJECTED HOUSING CONSTRUCTION
THROUGH 2040

TYPE OF UNIT	2018 NEW UNITS	2020-2030 NEW UNITS	2030-2040 NEW UNITS
Single family	143	1,550	1,550
Multi-family	33	2,000	1,000
Condominium	250	640	640
Mobile home	3	30	30
Total:	179	4,220	3,220

SOURCE: Panama City Beach Building & Planning Department calculations.
Notes:
1. Housing Construction is based on construction activity from 2015 to 2018, 2019-year end estimates and the assumption the current acceleration in multifamily development will slow.

10. AFFORDABLE HOUSING

According to the US Department of Housing and Urban Development, affordable housing is household that pays no more than 30% of its annual income on housing. Families who pay more than 30% of their annual income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation, and medical care. A low income family is defined as a family at or below 80% of the area's median income. A very low income family is at or below 50% of the area's median income. According to the Shimberg Center for Affordable Housing, the ~~2005 HUD~~ **2017** median income for a family of four in Bay County is ~~$49,300~~ **58,619**.Therefore, a very low income family would have a household income of ~~$24,650~~ **29,310** or less and a low income family would have a household income of ~~$24,651 $39,440~~ **29,310 and $46,895**. As such, a very low income family in Bay County should not spend more than ~~$616.25~~ **$733** a month for housing and a low income family should not spend more than ~~$986~~ **$1,172** a Month for housing. Housing includes rent/mortgage, taxes, insurance, and utilities. In ~~2005~~ **2016**, ~~958~~ **1,297** (23 %) of households were paying ~~more than~~ 30.**1% to50** % of their income for rent or mortgage costs and ~~406~~ **926** (~~10~~ **17**%) of households were paying more than 50% of their income for housing.

GOALS, OBJECTIVES AND POLICIES

GOAL: ASSIST IN PROVIDING ADEQUATE HOUSING TO MEET THE NEEDS OF THE FUTURE RESIDENTS OF THE CITY.

OBJECTIVE 1: Assist, through a favorable regulatory environment, the Private sector to provide new dwelling units of various types, sizes and costs to meet the housing needs of the City.

POLICY 1.1: The City will review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive requirements, and amending or adding other requirements in order to increase private sector participation in meeting the housing needs, while continuing to ensure the health, welfare and safety of the residents.

POLICY 1.2: The City will continue to require energy efficient design and construction of new housing and look for opportunities to increase elements of such design as well as encourage the use of renewable energy resources.

OBJECTIVE 2: By 2015~~30~~, most substandard housing shall be eliminated, with half of the substandard units eliminated by 2013~~20~~.

POLICY 2.1: Continue increased code enforcement activities, through regular annual inspections of the housing stock in neighborhoods where code violations are more prevalent, and institute special concentrated code enforcement activities where warranted.

POLICY 2.2: Continue providing local public funds for the demolition of substandard housing and other residential and non-residential structures.

POLICY 2.3: Assist neighborhood upgrading projects by providing code enforcement assistance.

POLICY 2.4: ~~By 2010, the City will conduct a survey of substandard dwelling units and nonresidential structures for the purposes of requiring remodeling or demolition.~~

The City continues to conduct surveys of substandard dwelling units and nonresidential structures for the purposes of requiring remodeling or demolition.

OBJECTIVE 3: Adequate sites for housing for very low, low, and moderate-income persons will be available to meet their housing needs.

POLICY 3.1: The City will use its political resources to find state/federal funds for very low, low, and moderate housing projects and will conduct an affordable housing

study ~~by 2010~~ to define the extent of the problem and identify solutions.

POLICY 3.2: The City will conduct a study of affordable housing needs that shall identify the demand and supply of affordable housing units and recommend strategies for supplying additional units.

OBJECTIVE 4: RESERVED FOR FUTURE USE.

OBJECTIVE 5: Sites for group homes will be available at suitable locations to ensure that the needs of persons requiring such housing are met.

POLICY 5.1: A community residential home, as defined in Chapter 419, F.S., with six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and a noncommercial, residential use for the purpose of local laws and ordinances.

POLICY 5.2 : Other community-based residential care facilities needed to serve group homes and the clients of other programs shall be allowed at sites within the appropriate residential or institutional areas of the City.

POLICY 5.3 : Supporting infrastructure and public facilities necessary to the support and encouragement of independent living for the clients of relevant programs shall be provided.

OBJECTIVE 6: Historically significant housing, if any, will be preserved and protected for residential uses.

POLICY 6.1: Assist the rehabilitation and adaptive reuse of historically significant housing through technical assistance.

POLICY 6.2: The City shall assist property owners of historically significant housing in applying for and utilizing state and federal assistance programs.

~~POLICY 6.3: By 2012, the City will conduct a historical site and structure study to evaluate those areas and structures identified by the Florida Master Site File and recommend strategies for restoring or protecting such areas or structures where appropriate.~~

POLICY 6.4: All applicable provisions of the Comprehensive Plan will be updated to include the findings of the historical area and structure survey.

OBJECTIVE 7: The useful life of the existing housing stock will be conserved and extended, and neighborhood quality will be improved.

POLICY 7.1: Review the City housing and health codes and standards

relating to the care and maintenance of residential and neighborhood environments and facilities.

POLICY 7.2: Schedule and concentrate public infrastructure and supporting facilities and services to upgrade the quality of existing neighborhoods.

POLICY 7.3: Encourage individual homeowners to increase private reinvestment in housing by providing information and technical assistance programs.

SECTION 6

RECREATION AND OPEN SPACES

1. INTRODUCTION

This section assesses current opportunities, analyzes future needs and contains goals, objective and policy statements which shall be used by Panama City Beach to further the system of public and private recreation and open space sites available to the public. Currently, most of the area's recreational opportunities are centered around the coastal shores along the Gulf of Mexico. In order to provide the necessary recreational opportunities and keep pace with demands generated by continual growth, Panama City Beach must plan for the development of new recreational facilities. Valuable open spaces, such as the coastline, wetlands, forests and parks are situated on privately and publicly owned properties. Adequate planning must be taken to ensure the protection and proper use of these resources in the future.

2. INVENTORY: EXISTING RECREATION AND OPEN SPACE FACILITIES

The City provides an array of public recreational facilities for its residents and guests. These public facilities are mainly in the form of passive neighborhood parks, outdoor recreational and athletic facilities, and greenways and trails. The City is essentially an island isolated from Bay County by St. Andrews Bay and the Intercostal Waterway. These natural resources, in conjunction with the ~~23~~ **9** miles of beaches, provide many recreational activities. Recreational facilities are reflected on Exhibit Number 5.

Recreational facilities may be classified into two categories: resource-based or activity-based. Resource-based sites and facilities are defined as those centered around particular natural resources. They provide opportunities for picnicking, hiking, hunting, water sports, fishing or simply enjoying nature.

Activity-based recreational sites and facilities may be defined as those developed for the enjoyment of particular commercial and non-commercial activities. They include things such as facilities for basketball, baseball, softball, football, soccer, tennis, golf, miniature golf, amusement parks, arcades, water parks, senior citizen activities and so forth.

A. Recreational Facility Inventory

1. Public Recreation Facilities.

There are three (3) suppliers of recreational facilities in Panama City Beach and the ~~surrounding~~ **adjacent** area. These suppliers include Panama City Beach, Bay County, and the private sector. Table 1 provides a breakdown of these facilities by supplier.

TABLE 1
RECREATION FACILITIES
BY SUPPLIER, ~~2008~~ 2019

SUPPLIER	NUMBER OF FACILITIES	ACREAGE
City of Panama City Beach	7	259
Bay County	1	11
Private	5	~~394~~272
TOTAL	**13**	**~~664~~ 542**

Source: Panama City Beach Public Utilities Department; Bay County Planning Department, City of Panama City Beach Building & Planning Department, **Panama City Beach Parks and Recreation Department**

Table 2 identifies the location and brief description of each recreational facility.

TABLE 2
RECREATIONAL FACILITY INVENTORY
PANAMA CITY BEACH AREA, ~~2007~~ 2019

NAME	LOCATION	ACREAGE	FACILITIES
~~Dan~~ Russell-**Fields** Municipal Pier **& City Beach**	Alternate Hwy 98 (Front Beach Road)	N/A	Saltwater fishing pier **11-sand volleyball courts** **Dog friendly beach**
Frank Brown Park	16200 PCB Parkway	164	Facilities include: 9- softball/baseball fields ~~2~~ **1**- t-ball fields 1-Miracle League ballfield 3- soccer fields 4-multi-purpose football fields 4-tennis courts 4 **2**-outdoor basketball courts ~~2~~ **1**indoor basketball courts 1-sand volleyball court 1-shuffle board court 1-indoor gymnasium ~~1~~ **3-Childrens playgrounds** - ~~Under the Palms~~ **1-** Imagination playground ~~1~~**2**-large group picnic pavilion

			20-small picnic shelters 1-20 acre festival site 1-freshwater youth fishing pond 4.5 miles of paved greenways and trails (Gayle's Trails) ~~1~~ **3**-fenced dog play area ~~3~~ **2**-concession stands
Panama City Beach Aquatic Center	16200 PCB Parkway	5	1-50 meter heated pool 1-5,000 sq. ft. kid's activity pool Classrooms, locker rooms, concessions
Aaron Bessant Park		55	Amphitheater with **stage**~~te~~, 1.5 miles of paved walking Trails, Picnic tables, Freshwater lake, Benches, Veteran's Memorial
M.B. Miller Park	12217 U.S. 98	11.0	Picnic tables - 6, Saltwater beach-equipped play area 100,000 sq ft, saltwater pier-586 feet
Panama City Beach Senior Center	423 Lyndell Lane	30.0	Lydnell Senior Center 1-picnic area with lawn games
Scott's Field Park	Palm Circle and Azalea Drive	3.0	1-picnic shelter, 4-tables, and 1-outdoor basketball court, 1-childrens playground
Steeill (Maggie)	Lantana and Petunia St.	2.0	2-Picnic Shelters, 4- picnic

Park	tables and grills, 1-shuffleboard court, 1-children's playground
Lyndell Senior Center	2-Pickle Ball Courts

Source: Florida Department of Environmental Protection; "Florida; Bay County Public Works Department; Panama City Beach Public Utilities Department, **Panama City Beach Parks and Recreation Department**.

2. Private Sector Recreation Facilities.

Another provider of recreational facilities in Panama City Beach and the surrounding area is the private sector. ~~While most of~~ **T**the facilities **identified in Table 3** ~~provided by this sector~~ are offered on a "for profit" basis, ~~the facilities identified in Table 3 include facilities offered by nonprofit organizations as well~~. It is important to note that the private sector provides virtually all of the specialized recreational facilities, including golf courses, **amusements** ~~marina slips~~, and other recreational facilities.

TABLE 3

PRIVATE SECTOR
RECREATIONAL FACILITY INVENTORY
PANAMA CITY BEACH AREA, ~~2007~~19

NAME	LOCATION	ACREAGE	FACILITIES
Holiday Golf Course	Fairway Blvd.	100	27 hole course
~~Hombre Golf Course~~	~~Back Beach Road~~	~~135~~	~~27 hole course~~
Campers Inn	8800 Thomas Drive	14	Campsites(developed)-206, picnic tables-110,saltwater jetty-50 feet, swimming pool-1, basketball goals-2, shuffleboard courts-2, equipped play area.
Signal Hill Golf Course	9615 N. Thomas Drive	125	Golf course-18 holes
Shipwreck Island Water Fun Park	Middle Beach Road	20.0	Water Recreation Park

Source: Panama City Beach Public Utilities Department.

The private sector also provides other types of recreational facilities that are not identified in Table 3. These facilities include miniature golf courses, go-cart tracks, amusement parks, parasail rides, and jet ski rentals.

B. Existing Open Space.

Tracts of land that are not developed are deemed suitable for passive resource-based recreation or conservation uses and are classified as open space. In order to establish and maintain the required recreational facilities for present and future populations, it is necessary to inventory and evaluate the existing open spaces that would be suitable.

Three different types of open space are recognized in Panama City Beach: pastoral, utilitarian and corridor. Pastoral space is defined as land preserved for the management, protection and utilization of natural resources on the land. **Conservation Park T**~~the Pines and Ponds~~ 3,000 acre reclaimed water discharge area/recreation area west of State Road 79 and Pine Log State Forest are examples of pastoral open space. Utilitarian space is that land which is not suitable for development because of hazardous conditions. Corridor spaces may be found along areas through which people travel, such as road right-of-ways. There **are 1,040 acres of right of way, 4,844 acres of conservation and 679 acres of recreational land** ~~is more than 190,000 acres of pastoral and utilitarian open spaces~~ in ~~and adjacent to~~ Panama City Beach.

TABLE 4
OPEN SPACE INVENTORY
PANAMA CITY BEACH AREA, ~~1999~~ 2019

NAME-PROVIDER	LOCATION	ACREAGE
PCB discharge/recreation area **Conservation Park**	Northwest of Panama City Beach	3,000 acres
St. Andrew Bay-Gulf of Mexico	North, South and East of Panama City Beach	70,000 acres
Saltwater beaches	Gulf of Mexico	420 acres
Right of Way	City	~~615~~ **1,040** acres

Source: Panama City Beach Public Utilities Department and the Building and Planning Department. **Bay County GIS**

3. RECREATION AND OPEN SPACE NEEDS ANALYSIS.

A. The Recreational Needs Survey.

The existing need for recreation forms the foundation upon which the plan for future recreation and open spaces is designed. Factors influencing recreation demand are the demographic characteristics of the population, popularity of various kinds of recreation, the amount of leisure time available, and the amount of demand for recreation created by the non-resident population.

Assessment of the demand for recreation is most effectively measured through the use of recreational surveys measuring the participation by and demand on facilities.

GOALS, OBJECTIVES, AND POLICIES

GOAL: Ensure provision of sufficient recreational facilities and open space for all citizens and visitors of Panama City Beach through the provision or encouragement of facilities.

OBJECTIVE 1: Provide public access to recreation facilities and open spaces.

POLICY 1.1: Publicize public access for the public to recreational parks and available facilities.

POLICY 1.2: Erect signs to identify City parks to direct the public to its recreational opportunities. Maintain signs for all City maintained easements with beach access.

OBJECTIVE 2: Maintain or improve existing public beach access and add additional access sites and facilities where deemed necessary.

POLICY 2.1: Maintain and update annually an inventory of public saltwater access facilities in the City and periodically survey and record conditions at those sites.

POLICY 2.2: Coordinate the need for public beach access and facilities with the Coastal Management element.

OBJECTIVE 3: Establish and promote coordination to provide and encourage recreational opportunities.

POLICY 3.1: Establish communication with appropriate government agencies and private entities regarding recreation and beach access.

POLICY 3.2: Promote coordination and cooperation through interlocal agreements which would enhance public access and recreational sites and facilities.

OBJECTIVE 4: Provide open space and recreational facilities in a cost effective manner.

POLICY 4.1: Use private resources such as volunteers, agreements with groups and organizations and donations in the development and maintenance of appropriate furnishings in recreational areas, including both public art and recreational equipment.

POLICY 4.2: Reduce maintenance costs in developing new facilities and improving existing facilities, by including the installation of low maintenance landscaping, facilities and site design.

POLICY 4.3: All acquisitions of and physical improvements to park and recreational facilities shall be consistent with the Capital Improvement element of this Plan.

OBJECTIVE 5: Provide or encourage private development of active recreational opportunities. ~~in accordance with adopted City standards for level of service.~~

~~Category~~	~~Standard Acres/1,000 population~~	~~Currently Available Acres/1,000 Population (2006)~~
~~Local Parks~~	~~5.0~~	~~35~~

~~Category~~	~~Standard Facility/1,000 population~~	~~Currently Available Facility/1,000 Population~~
~~Golf course (holes)~~	~~.35~~	~~5.40~~
~~Tennis courts~~	~~.25~~	~~0.30~~
~~Basketball courts~~	~~.04~~	~~0.44~~
~~Baseball fields~~	~~.03~~	~~1.10~~
~~Football/soccer fields~~	~~.01~~	~~0.70~~
~~Shuffleboard courts~~	~~.03~~	~~0.30~~
~~Racquetball courts~~	~~.02~~	~~0.00~~
~~Disc Golf Course~~	~~NA~~	~~0.00~~

POLICY 5.2: Utilize the results of recreation participation/ demand surveys conducted by the Florida Department of Environmental Protection to identify recreational needs and to determine if the City is meeting the needs.

POLICY 5.3: Develop guidelines for expenditures for acquisition of new facilities and development and maintenance of existing City facilities.

POLICY 5.4: In selecting sites for future parks, give high priority to sites that concern multiple uses such as recreation, wildlife habitat, water conservation and unique natural systems or communities, shorelines, open spaces within urban areas and historic sites.

POLICY 5.5: Inventory all open space and recreational lands and facilities annually.

POLICY 5.6: Encourage the maintenance and development of existing and additional privately owned recreational facilities open to the public by making adequate provision for such uses in the Future Land Use element and providing necessary public infrastructure and services.

POLICY 5.7: The City shall require all new residential subdivisions of three acres or more to provide dedicated land for neighborhood parks.

OBJECTIVE 6: Lands designated as open space will be protected from incompatible land uses.

POLICY 6.1: Develop a formal open space plan to include classifications for open space areas.

POLICY 6.2: Adopt Land Development Regulations which include specific open space definitions and standards addressing protection of open space, natural vegetation, landscaping, and signs, as well as the provision of use of open space for buffering.

OBJECTIVE 7: Provide for new or enhanced greenways or recreational trail systems.

POLICY 7.1: The City shall establish by acquisition and development of facilities, unpaved recreational trails along water bodies, and other areas that link environmentally

significant natural areas and other uses to provide safe and pleasant public access for all citizens, including seniors, children, and the disabled.

POLICY 7.2: The City will maintain and update the Gayles' Trails master plan as appropriate, including conceptual greenway maps, that includes existing and proposed new recreational trail systems and conservation greenways to link existing and new open space, conservation and/or outdoor recreation areas. Land acquisition efforts will focus on establishing these new links and enhancing existing greenways and recreational trail systems, including the acquisition of areas for destination areas and trail heads, including parking areas.

SECTION 7

SANITARY SEWER, SOLID WASTE, STORMWATER DRAINAGE, POTABLE WATER AND AQUIFER RECHARGE

1. PURPOSE.

The purpose of this section is to provide for analysis and review of present facilities which provide services for sanitary sewer, solid waste, stormwater drainage and potable water in order to plan for projected growth. The existing sewer system is shown on Exhibit 6; and Exhibit 7 shows the existing water system.

2. UTILITIES SUB-ELEMENTS.

A. Sanitary Sewer Sub-Element

Current and Future Conditions

Panama City Beach sanitary sewer facilities are comprised of three components which perform the basic functions of collection, treatment and disposal of sewage. The collection system is composed of a network of collection lines, **pumping stations and transmission mains** which transport wastewater to the treatment facility. The collection network is shown on Exhibit 6.

The treatment plants **is**~~are~~ the component of the sanitary sewer facility **(Wastewater Treatment Plant 1) whose**~~ich~~ function **is** to remove solid and organic materials from the wastewater prior to disposal. **Treated wastewater or reclaimed water is reused in either of two means. One method is pumping into the City's reclaimed water system where it is used for irrigation of larger public properties, common landscaped areas along rights of way and commercial and residential lawns. The second means of reusing reclaimed water is rehydration of wetlands within the City's 2900 acre Conservation Park. Residuals or biosolids resulting from the treatment process are further treated and disposed of by land application on approved sites for soil enhancement. Although previously there were a few other private wastewater treatment facilities within the City's franchised service area, they have since been decommissioned and all of their tributary wastewater redirected to Wastewater Treatment Plant 1.**

~~Disposal of effluent from Wastewater Treatment Plant Number 1 is into the Class III waters of West Bay. The 0.5 mgd Bay Pointe Wastewater Treatment Plant provides effluent disposal through reuse distribution to Bay Point Country Club golf courses. The accumulated solid residue is disposed at Bay County's Steelfield landfill.~~

~~In addition to the City's wastewater treatment plants, there are two private package~~

~~treatment plants within the service area. Package treatment plants are essentially small treatment systems which have a collection network, treatment plant and disposal system. Package plants can be designed to provide many levels of treatment, but plants providing secondary treatment are most commonly used.~~

~~The City currently has an engineering consultant that is designing and permitting a 4 mgd expansion to its existing 10 mgd wastewater treatment plant, which will enable the plant to treat 14 mgd on a maximum month basis. However the Department of Environmental Protection will only allow the discharge of 7 mgd of treated effluent into West Bay on an annual average basis. Annual average flows have historically been approximately 70% of the maximum month flows, which would indicate a limiting flow of approximately 10 mgd max month average for treatment plant operations. The new reclaimed water system has decreased effluent flows to West Bay by an average of 1.5 to 2.0 mgd per month which provides additional discharge capacity. The planned 4 mgd plant expansion is projected to give the City available capacity through the year 2020. Currently the City treats 2.7 to 5.5 mgd monthly average flows depending on the time of year, with the month of July being the highest due to the peak tourism season. Presently the City has the necessary capacity to handle the peak demand and the design and permitting of an 18 mgd capacity effluent disposal system via receiving wetlands is underway. Construction is expected to begin in mid 2008 and be completed by early 2010.~~ **Wastewater Treatment Plant 1 (WWTP 1) has a rated capacity of 14 million gallons per day (MGD) maximum monthly average and 10 MGD on an annual average basis. Given the seasonal nature of the City's sanitary sewer customer base, the monthly maximum average daily flow criteria is the most critical capacity parameter.**

Based on historic growth rates of wastewater generation, it is anticipated that there will be a 4% yearly growth in wastewater generation within the City's service area (from the Hathaway Bridge to the West Bay Bridge to the Phillips Inlet Bridge). Accordingly, the City **is in the planning phase for a second wastewater treatment plant and has acquired the site for this facility. Treatment capacity for this new facility will be developed in phases to coincide with growth. Both treatment facilities will be interconnected to allow for load sharing and system redundancy.** ~~has planned for facilities to be upgraded to coincide with the increased demand.~~

Septic tanks used to be a widely used method of wastewater disposal **within the** ~~in the~~ City **limits.** Six areas which used septic tanks as a means of wastewater disposal included: El Centro, Gulf Highlands I, Gulf Highlands II, Bid-A-Wee, Bahama Beach and Open Sands Subdivision. All of these subdivisions have been retrofitted by the City with sanitary sewer and reclaimed water. The improvements were funded by a grant from the State of Florida.

The City has the operational responsibility for the collection, treatment and disposal of wastewater generated in the City~~which does not flow into privately owned package plants.~~ The geographic service area of the City wastewater treatment system serves areas predominantly populated with residential and commercial establishments. The predominant commercial uses are motels, restaurants, nightclubs and amusements. Light industrial use is small but growing at

this time. There is no heavy industry use.

TABLE 1
HISTORICAL WASTEWATER TREATMENT SYSTEM
MAXIMUM MONTH AVERAGE DAILY USE

YEAR	MGD
~~1985~~	~~3.25~~
~~1986~~	~~4.94~~
~~1987~~	~~4.59~~
~~1988~~	~~5.30~~
~~1989~~	~~4.60~~
~~1990~~	~~4.73~~
~~1991~~	~~4.96~~
~~1992~~	~~4.91~~
~~1993~~	~~5.43~~
~~1994~~	~~5.21~~
~~1995~~	~~5.41~~
~~1996~~	~~5.18~~
~~1997~~	~~5.28~~
~~1998~~	~~5.20~~
~~1999~~	~~5.95~~
~~2000~~	~~5.51~~
~~2001~~	~~6.05~~
~~2002~~	~~5.81~~
~~2003~~	~~5.70~~
~~2004~~	~~5.20~~
~~2005~~	~~5.10~~
~~2006~~	~~5.20~~
~~2007~~	~~5.50~~
2008	5.70
2009	**6.20**
2010	**6.40**
2011	**6.90**
2012	**8.20**
2013	**11.57***
2014	**8.63**
2015	**8.60**
2016	**8.89**
2017	**10.32**
2018	**9.13**
2019	**9.35**

***Un-named heavy rainfall event July 2nd through 5th**

SOURCE: Panama City Beach Utility Department

TABLE 2
PROJECTED MAXIMUM MONTH AVERAGE DAILY WASTEWATER PRODUCTIONUSAGE

	~~2015~~	2020	**2025**
Permanent Residents:	~~17,464~~	~~21,233~~ **14,711**	**15,524**
Other Service Area Residents:	~~39,671~~	~~46,890~~ **28,746**	**28,962**
Tourist Population (daily avg):	~~16,561~~	~~18,284~~ **54,233**	**69,217**
Total Population:	~~73,696~~	~~86,407~~ **97,690**	**113,703**
Total Pop. Usage:	~~5.6 mgd~~	~~6.6~~ **9.04** mgd	**10.23 mgd**
Non-Residential Usage:	~~1.5 mgd~~	~~1.~~8 **1.58**mgd	**2.16 mgd**
Total Usage:	~~7.1 mgd~~	~~8.~~4 **10.95**mgd	**12.39 mgd**
Remaining Capacity:	~~**6.9 mgd**~~	~~**9.6**~~ **3.05mgd**	**1.61 mgd**

Notes: ~~Unincorporated population estimates are based upon water billing accounts. Tourist population is based upon estimates from the Tourist Development Council. Estimates of the Tourist population growth are from the City Building and Planning Department. Remaining capacity utilizes the current capacity of 10~~ **Projections are from the Capacity Analysis Report.**

~~**TABLE 3**~~
~~**PROJECTED PEAK DAILY WASTEWATER USAGE (in mgd)**~~

	~~2008~~	~~2015~~	~~2020~~
~~Total Peak Daily Usage:~~	~~7.0~~ ~~10.2~~	~~12.0~~	
~~Capacity:~~	~~10.0~~	~~14.0~~	~~18.0~~
~~**Remaining Peak Daily Capacity: 3.0**~~	~~**3.8**~~	~~**6.0**~~	

Existing Facility Conditions

The general performance of the existing wastewater treatment system is good. ~~The~~ Collection system maintenance remains relatively low given the age of the collection lines. The City continues to refurbish pump stations **based upon age and condition in accordance with a prioritized capital improvement program**.~~as funds become available. The City recently completed improvements to upgrade the existing treatment facility to advanced wastewater treatment levels (AWT) and expanded the treatment capacity to 10 mgd. Effluent disposal to West Bay is limited to 7 mgd. A public access reuse system with an initial effluent disposal capacity of 0.20 mgd was completed in 2003.~~

Impact on Natural Resources

~~Presently, the system disposes treated effluent into an un-named stream which flows into Class III waters of West Bay. The advanced secondary treatment quality of the system produces effluent which is purer than that required by current Federal and State regulations for all categories except Copper. The City also disposes of up to 500,000 gallons on the golf courses of Bay Point Country Club. As part of the 3 million gallon per day expansion, the City has committed to disposing of the additional amount of effluent through a public access reuse system with wetland disposal for wet weather conditions. The City has also committed to discontinuing disposal into West Bay for all effluent by 2010.~~

Presently, the City's permit limits allow discharge of up to 14 MGD of reclaimed water to the receiving wetlands at the Conservation Park. In addition, the approved City reuse franchise area provides for up to 10 MGD of reclaimed water to be reused for irrigation. Application of reclaimed water to the Conservation Park wetlands provides for rehydration and reestablishment of the original hydroperiod of the wetlands prior to alteration for silviculture. Uplands within the Conservation Park are being managed through selective thinning, planting and prescribed burns programs to reestablish the original long leaf pine habitat. This 2900 acre Conservation Park is set aside for preservation, recreation and public education.

The City's reuse utility provides an alternate water supply for irrigation uses saving potable water resources and reducing demands on supply. Materials screened from the wastewater (i.e. rags, etc.) are dewatered and disposed of in a properly permitted landfill. Similarly, biosolids/residuals from the treatment process are further treated and applied to agricultural lands in accordance with the applicable regulations as a soil amendment.

Expansion or Replacement

The City is currently **in the planning phase for a second wastewater treatment facility with a conceptual capacity up to 12 MGD. A site for this facility has been acquired in the northern portion of the City's industrial park.** ~~upgrading its plant to treat an additional four million gallons per day. Planning and permitting for effluent disposal above 10 mgd is currently underway and the improvements for the disposal will be through the public access reuse system alternate wetland disposal.~~ **Effluent and residuals are to be disposed of in the same fashion as currently practiced for WWTP 1.**

Septic Tanks

Rule 64E-6, F.A.C., presently regulates the installation and use of septic tanks in the Panama City Beach area. This Rule outlines the suitability of soils and use of septic tanks. Using this criteria, the area contains soils which are suitable and unsuitable for septic tank systems. The General Soils Map Number 6 describes the soil types and characteristics. The Beach Service Area

is composed of soil type 1 (Kureb, Resota, Mandarin), type 4 (Hurricane, Chipley, Albany), type 5 (Pottsburg, Leon, Rutlege), type 8 (Rutlege, Allanton, Pickney), and type 9 (Bayvi, Direго). All five soil types are identified as being primarily unsuitable for septic tank systems. Properties and features that affect the absorption of the effluent are permeability, depth to seasonal highwater table, susceptibility to flooding and depth to hardpan. Also, excessive slope or gravel may not adequately filter the effluent. Failure of some septic systems were formerly reported in the Gulf Highlands I and II subdivisions which are located on the eastern and western sides of State Road 79 and north of Panama City Beach Parkway. These subdivisions have since been retrofitted with sanitary sewer and reuse. **There are other planned system expansions to eliminate septic tanks in the South Lagoon and Laguna Beach areas in the unincorporated portions of the utility service area.**

In reviewing soil suitability standards, it is advisable that alternatives to septic tank installation and use should be investigated in all areas of the beach service area.

GOALS, OBJECTIVES AND POLICIES

GOAL: Provide adequate facilities required to meet wastewater needs in the Panama City Beach service area.

OBJECTIVE 1: City shall achieve and maintain the adopted level of service standards for sanitary sewer facilities.

POLICY 1.1: Panama City Beach hereby adopts 80 gallons per capita per day as a level of service standard that will be maintained for sanitary sewer facilities for permanent residents and 60 gallons per capita per day for seasonal visitors.

POLICY 1.2: When actual plus committed flow is 90% of the average annual daily flow permit and design capacity for the existing wastewater facility for Panama City Beach, the City will develop and implement an expansion program that will result in expansion of plant facilities or reconstruction to accommodate projected needs prior to the time the design capacity is reached.

POLICY 1.3: The City will track existing and committed capacities to ensure that capacity is available in the future at the level of service standard.

OBJECTIVE 2: The City will continue to address correcting any existing facility deficiencies.

POLICY 2.1: The City will address any existing facility deficiencies by investigating possible inflow and infiltration problems and refurbishing pump stations as needed

in the existing wastewater collection lines.

OBJECTIVE 3: The City will address coordinating the extension of, or increase in, the capacity of facilities to meet future needs.

POLICY 3.1: The City will evaluate the sewer system on an annual basis and shall upgrade, expand, or replace its sewage facilities as determined by such evaluation to accommodate population demand and ensure operational efficiency.

OBJECTIVE 4: Upon adoption of this Plan, consider developing additional procedures for providing sewage capacity as a means of discouraging urban sprawl and promoting "in-fill" of vacant urban areas.

POLICY 4.1: The City shall provide sewage capacity as applicable to promote the redevelopment objectives of the Housing section and shall consider provision of sewer in these areas to be a priority activity.

OBJECTIVE 5: Maintain and operate the sewage system in an efficient and cost-effective manner.

POLICY 5.1: Through Land Development Regulations, the City shall require that developers provide sewage collection lines constructed to City standards as a part of proposed new developments and that such lines be connected to the Panama City Beach wastewater treatment system.

POLICY 5.2: Priorities for replacement, correction, or expansion of the facilities shall be as follows:

A. Correction of identified existing deficiencies;

B. Replacement of facilities to allow for continued operation or design efficiency;

C. Expansion of facilities.

OBJECTIVE 6: Upon adoption of this Plan, the City will coordinate the extension or increase in capacity of the facilities to meet future needs.

POLICY 6.1: All extensions of the sewer system shall be constructed in conformance with Chapter 17-6, F.A.C., as it may be revised and any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.2: Average peak flow design capacity for the City collection system shall be as specified in Chapter **62**~~17~~ -6, FAC, as amended or any applicable standards for facilities which are to be operated and maintained by the City.

POLICY 6.3: Average flow design capacity for the wastewater treatment system shall be as specified in the operating permit issued by the Florida Department of Environmental Regulation.

~~POLICY 6.4: By 2012, the City will complete a 4 million gallon per day expansion and an upgrade to Advanced Wastewater Treatment levels to the wastewater facility.~~

POLICY 6.~~5~~ **4**: Improvements to the wastewater treatment facilities will be funded through a combination of user fees, impact fees, bonds, state revolving funds, and grants.

OBJECTIVE 7: The City will continue to reduce the number of septic tanks currently in the city limits and limit the number of future septic tanks.

POLICY 7.1: Use of a septic system must discontinue pursuant to S. 381.0065, F.S., once a sanitary sewer system becomes available.

POLICY 7.2: The term available• shall be that as defined in S. 381.0065, F.S.

POLICY 7.3: The extension of reuse lines and sanitary sewer lines into unsewered subdivisions will be funded by a combination of user fees, impact fees, bonds, state revolving loans, and grants.

POLICY 7.4: The City's reuse system will continue to be expanded as such projects become financially feasible in order to further the City's potable water conservation efforts. (February, 2011)

B. Solid Waste Sub-Element

Current Conditions

This section addresses the handling and disposal of solid waste. Solid waste includes the sludge from a wastewater treatment plant, garbage, rubbish, refuse, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. This definition also includes hazardous waste defined as solid waste, or a combination of solid wastes, which, because

of its quantity, concentration, or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

The majority of solid waste generated in Panama City Beach is normally incinerated at the Bay County Waste to Energy Facility (WTE), with all metals being recycled. The WTE facility processes about 63% of the waste generated in Bay County.

The Steelfield landfill operates primarily as a repository for ash residuals left over from the WTE combustion process, as a disposal method for non-burnable waste and acts as an overflow device when the WTE facility reaches maximum capacity. The landfill also recycles scrap metals, primarily appliances that are prohibited by law from being landfilled.

The 620 acre landfill, consisting of 155 acres permitted of which 47 acres are filled and 26.4 acres are in active use, has a life expectancy of 36 more years. On average Bay County processes 215,347 tons of material each year.

There are currently no plans to open a transfer station to replace the former Beach Transfer Station, which was closed. It is hoped that another solution will be found soon since the increased traffic to the landfill has caused State Road 79 to become littered with trash and debris and illegal dumping is expected to continue throughout the city.

~~Solid waste generated in Panama City Beach is transported to the Bay County Resource Recovery Plant or the landfill for disposal (Steelfield Landfill). The 600 acre landfill (155 acres permitted of which 37 acres are filled and 23 acres are in operation) has a life expectancy of 46 more years for Class I waste "ash" and 23 more years for Class III waste "non burnable waste". According to officials at the landfill the facility has the potential to handle triple the current capacity. The Bay County Commission approved the closure of the Beach Transfer Station located on North Gulf Boulevard. The closure does not impact solid waste capacity of the area but does require citizens to drive several more miles in order to dispose of waste. It is hoped that another solution will be found soon since the increased traffic to the landfill has caused State Road 79 to become littered with trash and debris and illegal dumping is expected to increase. In Fiscal Year 2002/2003, Bay County acquired 305 acres to provide additional waste disposal capacity and to serve as a buffer to surrounding properties.~~

~~The County Resource Recovery Plant handles solid waste for all of Bay County and limited amounts of other surrounding counties waste. Solid waste generated by Bay County makes up 85% of the facilities maximum capacity of 500 tons of garbage each day. The facility usually operates~~

at 100% capacity with Bay County's waste having first priority. The following table shows the expected demands and remaining capacity of the solid waste system.

TABLE 4
PROJECTED AVERAGE DAILY SOLID WASTE USAGE

	2008	2015	2020
Permanent Residents:	12,187	17,464	21,233
Other Service Area Residents:	23,972	39,671	46,890
Tourist Population (daily avg):	15,000	16,561	18,284
Total Population:	51,159	73,696	86,407
Total Pop. Usage:	140.7 tons	202.7 tons	237.6 tons

Notes: Unincorporated population estimates are based upon water billing accounts. Tourist population is based upon estimates from the Tourist Development Council. Estimates of the Tourist population growth are from the City Building and Planning Department.

It is difficult to establish the remaining solid waste capacity for the City since Bay County handles solid waste for the entire area. However, as indicated above, Bay County states that there is adequate capacity for solid waste for the entire area for the next 46 years. There have been no level of service deficiencies for solid waste during the planning period nor are any anticipated during the next planning period.

The historical data of solid waste tonnage received at the Beach transfer station shows that after peaking in 1985 at 21,057 tons, solid waste has remained relatively constant at approximately 14,000 tons. Table 5 reflects this data:

TABLE 5
SOLID WASTE TONNAGE RECEIVED
AT BEACH TRANSFER STATION

YEAR	TONS RECEIVED
1984	20,972
1985	21,057
1986	17,411
1987	12,132

~~1988~~	~~16,753~~
~~1989~~	~~18,994~~
~~1990~~	~~14,543~~
~~1991~~	~~16,720~~
~~1992~~	~~15,102~~
~~1993~~	~~13,693~~
~~1994~~	~~14,871~~
~~1995~~	~~14,955~~
~~1996~~	~~11,289~~
~~1997~~	~~10,793~~
~~1998~~	~~15,183~~
~~1999~~	~~14,996~~
~~2005~~	~~Transfer Station Closed~~

~~SOURCE: Bay County Solid Waste Department~~

~~From 1985 to the present, the solid waste generation rate for the Bay County population as a whole ranges from 2 to 6.5 pounds of solid waste per person per day. To be consistent with the LOS standard set by Bay County, 5.5 pounds of solid waste per person per day will be considered as the current level of service which will be maintained into the future.~~

GOALS, OBJECTIVES AND POLICIES.

GOAL: Provide adequate facilities for the ~~disposition~~ disposal of solid waste.

OBJECTIVE 1: The City shall maintain a level of service based on ~~historical~~ standards set by Bay County ~~data~~ to project future needs for planning adequate facilities for ~~disposition~~ disposal.

POLICY 1.1: Panama City Beach hereby adopts the level of service standard of ~~5.5~~ **6.1** pounds of solid waste per capita per day.

OBJECTIVE 2: Panama City Beach shall coordinate with Bay County to ensure the availability of solid waste disposal facilities based on the City's adopted level of service standard.

POLICY 2.1: Panama City Beach shall coordinate with Bay County, through an interlocal agreement, for the handling and disposal of solid waste through the Bay County Resource Recovery System.

POLICY 2.2: The City shall coordinate the extension of, or increase in the capacity of, facilities to meet future needs if, upon annual review, the available capacity of the ~~City's~~ **County's** current solid waste disposal allocation reaches ~~90~~ **80**% of its capacity.

POLICY 2.3: The City shall utilize the level of service standard to evaluate facility capacity for issuance of Development Permits. The level of service shall be applied as part of the development review and approval process to each application for development approval to determine whether adequate facility capacity exists to serve the proposed development concurrent with the impacts of such proposed development.

POLICY 2.4: Properties for replacement, correcting existing facilities, and facility expansion shall be as follows in priority order:

A. Correctly identify deficiencies through repair or upgrades;

B. Replacement of obsolete or worn out equipment;

C. Expansion or extension of services and equipment.

OBJECTIVE 3: The City shall cooperate with Bay County to implement a program to reduce the generation of solid waste.

POLICY 3.1: The City shall continue to cooperate with Bay County, who has the exclusive franchise for Solid Waste by Special Act of the Florida Legislature, to establish programs intended to reduce overall solid waste in Bay County.

C. Drainage Sub-Element

Current Conditions

This section addresses stormwater drainage for purposes of reducing pollution caused by stormwater runoff. The predominant land uses in the area to be served by the drainage system are commercial (motels, restaurants, nightclubs and amusements) and residential. The City completed a stormwater master plan in September, 2007. The process involved identifying and correcting existing deficiencies, establishing priorities for drainage facilities and replacement based on an adopted level of service standard. Currently the City regulates the review of drainage plans for new developments and redevelopments. The City adopted a stormwater ordinance in 1994 which regulates the quantity and quality of runoff. The level of service for stormwater quantity is: Peak post development runoff shall not exceed peak pre-development runoff rates based upon the 25-year critical duration storm if the development provides a positive direct discharge into a public stormwater system with sufficient capacity. It must be proven that the public stormwater system has sufficient capacity in excess of a 25 year critical storm event.

Otherwise attenuation of the 100 year critical duration storm must be taken into account. The level of service standard for water quality is: The stormwater treatment systems must provide a level of treatment within 72 hours for the stormwater runoff from the first 1 inch of rainfall for projects and drainage basins of 100 acres or more, or as an option for projects with drainage basins less than 100 acres, the first ½ inch of runoff.

The National Pollutant Discharge Elimination System (NPDES) permitting authorities are required to issue general permits for Phase II-designated small MS4s and small construction activity. The City was approved for our initial MS4 permit in 2004 and we update these permits as required. The Phase II MS4 is intended to further reduce adverse impacts to water quality and aquatic habitat by instituting the use of controls on the unregulated sources of stormwater discharges that have the greatest likelihood of causing continued environmental degradation, as well as, the environmental problems associated with discharges from MS4s in urbanized areas and discharges resulting from construction activity. Stormwater discharges from MS4s in urbanized areas are a concern because of the high concentration of pollutants found in these discharges. Concentrated development in urbanized areas substantially increase impervious surfaces, such as city streets, driveways, parking lots, and sidewalks. The impervious area on which pollutants from concentrated human activities settles and remains until a storm event washes them into nearby storm drains. Another concern is the possible illicit connections of sanitary sewers, which can result in fecal coliform bacteria entering the storm sewer system. Stormwater runoff picks up and transports these and other harmful pollutants then discharges them – untreated – to waterways via storm sewer systems. When left uncontrolled, these discharges can result in fish kills, the destruction of spawning and wildlife habitats, a loss in aesthetic value, and contamination of drinking water supplies and recreational waterways that can threaten public health.

GOALS, OBJECTIVES AND POLICIES.

GOAL: Provide a drainage program which will reduce stormwater pollution and provide reasonable protection from flood damage to public and private property.

OBJECTIVE 1: The Stormwater Management Master Plan is hereby incorporated and adopted as part of this Comprehensive Plan.

POLICY 1.1: The City will implement the strategies, objectives, and recommendations of the Stormwater Management Master Plan.

POLICY 1.2: Funding for implementing the strategies, objectives, and recommendations of the Stormwater Management Plan will come from the City's ~~General~~ **Stormwater** Fund, grants, assessments, and tax increment financing through the Front Beach Road

Community Redevelopment Plan.

OBJECTIVE 2: The City shall achieve and maintain the stormwater management level of service standard upon adoption of the Comprehensive Plan.

POLICY 2.1: Stormwater discharge facilities shall be designed to achieve the water quantity and quality standards outlined below. A stormwater discharge facility means the designed features of the property which collect, convey, channel, hold, inhibit or divert the movement of stormwater. Water quantity and quality standards may be achieved by utilization of stormwater discharge facilities which include approved swales, landscape buffers, detention basins, filtration systems, or retention basins to ensure that the following standards are achieved. Stormwater treatment facilities shall be evaluated by the **Northwest Florida Water Management District** ~~Florida Department of Environmental Regulation~~ prior to approval of development permits by the City.

A. Level of Service Standards

1. Water quantity.

All development not exempt from the requirements of Chapter 26, Stormwater Management of the City Code of Ordinances, shall provide for flood attenuation as follows:

(a) At a minimum, facilities shall be provided to attenuate a 25-year frequency storm event of critical duration so that the postdevelopment stormwater peak discharge rate shall not be greater than the predevelopment peak discharge rate. In addition, development which cannot demonstrate a positive, direct discharge into a receiving wetland or a public easement or right-of-way, each with sufficient capacity to accept stormwater runoff from a 100-year frequency storm event of critical duration without adversely affecting other development or property, shall attenuate a 100-year frequency storm event of critical duration. The critical duration shall be defined as the storm event that when routed through the proposed facility results in the greatest post-development discharge rate. The FDOT 1-hour, 2-hour, 4-hour, 8-hour and 24-hour rainfall distribution shall be used to determine the critical duration. Off-site contributions shall be exempt from the foregoing attenuation requirements, provided that they are conveyed through the site and discharged at the same location as prior to development. The analysis of pre-development run-off shall presume the site to be in a natural and undeveloped condition, except that the analysis of pre-development run-off for a public roadway redevelopment project shall use the current site conditions. A public roadway redevelopment project is a roadway project proposed by a governmental entity, or a non-governmental entity if the roadway project is required as an off-site improvement by a development order or permit, that involves the redevelopment of an existing roadway classified as a principal or minor arterial or an urban or rural collector.

(b) For those developments located within the basin of a regional stormwater plan, the stormwater facility shall consider the critical duration for the regional stormwater plan basin. The post-

development discharge for the stormwater facility shall not exceed the pre-development rate for the event equal in duration to the critical event for the regional stormwater plan basin.

(c) All stormwater discharge facilities shall have sediment controls and skimming devices.

(d) Off-site discharge flows shall be limited to non-erosion velocities.

2. Water quality.

All development not exempt from the requirements of Chapter 26, Stormwater Management of the City Code of Ordinances, shall provide for stormwater treatment as follows:

(a) At a minimum, the first one-half inch of stormwater runoff shall be retained within drainage areas less than one hundred (100) acres. For areas one hundred (100) acres or more, the runoff from one inch (1") of rainfall shall be retained with the runoff coefficient being no less than 0.5. The total volume retained must percolate within seventy-two (72) hours.

(b) The retention and detention of a greater amount of stormwater may be acquired in areas of special concern as designated by the City.

(c) Except as described in paragraph b, all drainage and stormwater management systems shall comply with requirements of the Northwest Florida Water Management District as set forth in Chapter 62-346, FAC.

(d) All stormwater discharge facilities shall have sediment controls and skimming devices.

(e) Off-site discharge flows shall be limited to non-erosion velocities.

(f) Drainage and stormwater management systems which directly discharge to surface waters within Ecosystem Management Areas or Outstanding Florida Waters (OFW) shall include an additional fifty percent (50%) of treatment criteria specified in Section 62-25.035(1)(b) or Section 62-25.040 or Section 62-25.042, FAC (OFW standards).

POLICY 2.2: The City shall use the level of service standard for evaluating facility capacity and for issuance of Development Permits. The level of service standards shall be applied to each application for development approval as outlined above to make certain that adequate facility capacity exists to serve proposed development concurrent with the impacts of each development.

Joining the National Flood Insurance Program (NFIP) in 1977 was an important step toward reducing a community's risk of flooding and making a speedier, more sustained

recovery should flooding occur. It also allows property owners within a participating community to purchase NFIP flood insurance and receive disaster assistance for flood-related damage. Identifying our community's flood hazards and then acting to reduce those risks along with managing to a higher standard will result in a stronger, more resilient community by following best practices:

- **Adopting and enforcing higher floodplain management standards than NFIP minimum requirements (e.g., higher freeboard, lower substantial damage ratios)**
- **Maintaining rigorous enforcement**
- **Promoting open space through property buyouts and community planning**
- **Encouraging responsible building practices (ASCE or IBC)**
- **Promoting the purchase of flood insurance**

The City currently has a stormwater masterplan modeled by consultants which is updated to include new developments in flood zones and sensitive areas prone to flooding. The flood map adoption process near the end of a new Flood Insurance Rate Map (FIRM) study process is a good opportunity to improve those standards. By following best practices and adopting higher standards than the federal minimum the City can expect faster recovery from flooding events, lower impact to other properties and communities, and reduced financial and physical effects on property owners. In addition, flood insurance premiums for residents and business owners in high-risk areas can be reduced substantially if communities build higher and actively participate in the Community Rating System (CRS). By conducting mitigation and outreach activities that increase safety and resilience, including CRS credits for regulating to higher standards, the City has earned credits and discounts on flood insurance premiums for property owners.

D. Potable Water Sub-Element

Current Conditions

This section is to address the potable water needs of the Panama City Beach service area with water originating from Deerpoint Lake. The potable water system within the City limits is shown on Exhibit 7.

The City provides potable water service for virtually all land uses from Phillips Inlet to Hathaway Bridge. This system consists of two water treatment **facilities with storage and high service pumping stations.** ~~Plants and thirteen water wells.~~

In 1999, the City entered into an interlocal agreement with Bay County to construct a new potable water line from Deer Point Lake via County Road 388 to the City. The system became operational in March, 2002 ~~and eliminated the water wells~~. The interlocal agreement states that 26.39 million

gallons a day (mgd) is available to the City in 2010 with increasing amounts each year up to 33.79 mgd in the year 2020. The current available pumping and transmission capacity is approximately 32.8 mgd and with planned capital improvements the capacity will be increased to 38.5 mgd. The contract with the County has been designed to increase each year by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has completed construction of ~~7, 7, 5 and 2 million gallon storage tanks,~~ **two 7 million gallon tanks at the West Bay Water Treatment Facility and 5, 4 and 2 MG storage tanks at the McElvey Water Treatment Facility providing** ~~which gives~~ the City an additional 2~~5~~**5** million gallons of working reserve for peak season and fire flow demand.

The daily average water demand from January 1, ~~2010~~ **2019** through ~~July~~ December 31, ~~2010~~ **2019** was ~~9.14 mgd~~ **13.95** MGD on a monthly average with a daily peak usage of ~~14.89~~ **19.99** MGD. ~~For the remainder of 2010, it is projected the potable water system will see a demand of a daily average of 11.58 mgd and a daily peak usage of 18.88~~. The County's available capacity to supply potable water to the City in 20~~1~~**2**0 is ~~26.4~~ **32.96** mgd, which leaves an excess capacity of ~~14.82~~ **19.**01 mgd on a daily average and an excess capacity of ~~7.52~~ **12.97** mgd on daily peak usage. Table 6 shows the historical potable water usage and capacity while Table 7 shows the projected usage and capacity from 20~~1~~**2**0 to 20~~2~~**3**0.

The City has also implemented a water reclaimed system that will make highly treated effluent from the wastewater system available for irrigation to new subdivisions and commercial developments. With the implementation of this reclaim system, it is estimated that the 20% of potable water usually used for irrigation in these new subdivisions will be replaced by reclaimed water. The following tables shows the historical and expected demands and remaining capacity of the potable water system.

TABLE 6

Historical Potable Water Usage (in mgd)

	~~2005~~	2008	2009	2014	2019
Daily Average	~~12.23~~	11.47	11.25	11.15	13.95
Daily Peak	~~18.40~~	19.93	18.33	18.65	19.99
Capacity	~~23.10~~	25.00	25.69	26.40	32.96
Remaining Capacity (Daily Avg.)	~~10.87~~	13.53	14.44	15.25	19.01
Remaining Cap. (Daily Peak)	~~4.70~~	5.07	7.36	7.75	12.97

Source: Panama City Beach Water Consumption History and Projections, City of Panama City Beach Utilities Department

(Ordinance 1341)

TABLE 7

Projected Daily Potable Water Usage (in mgd)

	~~2015~~	2020	2025	2030
Total Average Daily Usage:	~~11.59~~	~~13.47~~ 14.30	~~15.64~~ 16.18	18.30
Total Peak Daily Usage:	~~18.88~~	~~21.78~~ 20.49	~~25.30~~ 23.18	26.23
Capacity:	~~29.86~~	33.79	33.79	33.79
Remaining Capacity (Daily Avg)	~~18.27~~	~~20.32~~ 19.49	~~18.15~~17.61	15.49
Remaining Capacity (Peak Daily)	~~10.98~~	~~12.01~~ 13.30	~~8.49~~ 10.61	7.56

Source: Panama City Beach Water Consumption History and Projections, 2015, City of Panama City Beach Utilities Department, ~~and the City of Panama City Beach Building and Planning Department.~~

GOALS, OBJECTIVES AND POLICIES.

GOAL: Provide adequate water distribution capability to accommodate existing and future demand.

OBJECTIVE 1: Establish a level of service for potable water within the service area.

POLICY 1.1: Panama City Beach adopts the following as its level of Service for the provision of potable water:

A. Level of service of 125 gallons per capita per day average.

B. Pressure: 30 psi at point of delivery.

POLICY 1.2: Priorities for replacement, correction of deficiencies, and facility expansion shall be as follows in priority order:

A. Correction of deficiency;

B. Replacement of facilities to allow for continued operation or design efficiency;

C. Expansion or extension of facilities.

POLICY 1.3: Continue to work with Bay County to wholesale water to the City for distribution.

OBJECTIVE 2: Maximize the use of existing water distribution facilities to reduce urban sprawl.

POLICY 2.1: The City shall encourage and allow development of land within the City which has access to potable water, thereby reducing the potential for urban sprawl in the unincorporated areas.

OBJECTIVE 3: Upon adoption of this Plan, require use of water conservation measures and techniques.

POLICY 3.1: The City shall enforce the use of water conservation plumbing fixtures and equipment, as required in 553.963 Fla.Stat.

POLICY 3.2: The City shall undertake emergency measures specified in the Northwest Florida Water Management District Water Shortage Plan in the event of a potable water emergency.

POLICY 3.3: The City shall pursue additional revenue sources to fund water supply and facility projects.

POLICY 3.4: The City shall regularly review the potable water impact fees to ensure they are adequate to fund system improvements for new development, redevelopment, and to maintain and repair the existing system.

POLICY 3.5: The City will continue to examine the extent to which interconnectivity is possible with water facilities of other local jurisdictions.

POLICY 3.6: The City will coordinate with the Northwest Florida Water Management District and Bay County to protect the water quality of Deer Point Lake and any new alternative water supply source.

~~POLICY 3.7: The City will conduct a rate study in 2016 and upon its conclusion will consider rate structures that improve water conservation such as: full cost rate structures, inclining block rates, and seasonal rates.~~ **~~(Ordinance 1341)~~**

POLICY 3.87: The City will continue to encourage water conservation through land development regulations by requiring the preservation and use of native vegetation, when possible, as well as encouraging xeriscaping. **(Policies 3.3 - 3.8 added February, 2011)**

E. Groundwater Aquifer Recharge Sub-Element

According to the Northwest Florida Water Management District, the land surface activities on Panama City Beach are not prone to impact the Floridian Aquifer which is protected by a thick, confining unit of competent clays and other low permeability sediments.

OBJECTIVE 1: The City will protect against salt-water intrusion of the Floridan Aquifer.

POLICY 1.1: The City will coordinate with the Northwest Florida Water Management District and Bay County to protect the water quality of Deer Point Lake and any new alternative water supply source. **(Objective and Policy added February, 2011)**

SECTION 8
CONSERVATION ELEMENT

1. PURPOSE

The purpose of the Conservation Element is to identify and establish the City of Panama City Beach's role in the protection of natural resources located within its jurisdiction. This element will assist the City in amending the land use and conservation regulations that will preserve the natural resources within the community to the fullest extent possible. The location of areas designated as Conservation on the Future Land Use Map are shown on Exhibit 2.

Rapid development of any community normally has a severe impact on the conservation of the natural resources. Without proper foresight, these natural resources can be destroyed or damaged beyond repair. The City recognizes its responsibility to ensure that through regulations and enforcement of the same, this will not happen within this community.

In order for the City to decide what steps are needed to preserve and protect its natural resources, it first must identify the natural resources within its jurisdictional area. The review of the impact which past growth has had on the community may provide insight into what not to do in the future. Through the efforts of the City and cooperation of other agencies through the intergovernmental coordination process, the preservation of natural resources can be included as a part of future growth.

2. INTRODUCTION

A major contributor to the growth of the City of Panama City Beach is the natural beauty of the area. The white sandy beaches and mild climate are contributing factors to the increase in population. With improper land use, and lack of restrictions for the preservation of these natural resources, a great asset to the City could be lost forever.

Once a natural resource is destroyed, it is virtually impossible to replace. Lack of planning or improper planning is usually the main contributor to the destruction of the environment in which man lives and shares with other forms of life. It is essential that the community at large understands the importance of ensuring that all natural resources are protected to the greatest extent possible.

3. ENVIRONMENTAL SETTING

Panama City Beach is located in the southern portion of Bay County on the Gulf of Mexico. The Gulf contributes to the natural beauty of the area. Pine forests comprise much of the area to the north of the City.

Temperature averages change from 54.4 degrees in January to 81.0 degrees in July, with a mean annual temperature of 68.8 degrees. Due to Panama City Beach's close proximity to the

Gulf of Mexico, which provides warm air currents from the south, the temperature seldom drops below freezing during the winter. The average rainfall for this area is 57.73 inches per year.

4. POLLUTION

Pollution, for the purpose of this Plan, is divided into three separate categories. These categories are air, water and noise pollution. All three categories are monitored by the Florida Department of Environmental **Protection** ~~Regulation~~.

There are two general source classifications of water pollutants: point and non-point. Point sources include industrial effluent, domestic sewage and septic tank drainage. The major non-point source is stormwater run-off. Pollutants found in stormwater run-off include agricultural wastes, gas, oil, dirt and debris from roadways and parking lots. Erosion of soil is also considered pollution, but there are no known major sources of erosion pollution in the Panama City Beach area.

The major source of air pollution in Panama City Beach is automobile transportation. The air quality in the City of Panama City Beach is generally good. Breezes from the Gulf of Mexico provide ample fresh air to sweep pollutants away before they accumulate.

Noise pollution also affects the health and well-being of the population and the enjoyment of property. Excessive noise for most people means an interruption of enjoyment of life through interference of speech, reading, watching television, sleep, etc. In general, noise pollution is noise that unreasonably disrupts neighboring lifestyles.

The principal sources of noise pollution in the area of the City of Panama City Beach are traffic noise and wave action noise from the Gulf of Mexico. Traffic noise is not a critical problem for the City of Panama City Beach, as most of the residential areas are removed from the major roadways. Wave action noise is naturally occurring and cannot be avoided.

5. BAYS, WETLANDS, AND MARSHES

West Bay and existing wetlands and saltwater marsh are reflected on Exhibits 8 and 9. Exhibit 8 shows the location of grass beds and marsh in the West Bay area. Although the map does not indicate grass beds or marsh within the City limits, large areas do exist in close proximity to the City along the shores of West Bay. ~~Studies in the late nineties have indicated a loss of grass beds in the northern portions of West Bay near Burnt Mill Creek and Crooked Creek. None of the studies to date have been able to determine the primary cause of the reduction.~~

According to The St. Andrew Bay Resource Management Association, seagrass coverage in West Bay has declined since 1953 but has begun to increase since 1992.

The association is a non-profit 501(c) 3 citizens' group, whose members are committed to the proper management of St. Andrew Bay and adjoining bays, lakes, tributaries and

wetlands. The association operates several monitoring and research programs including Turtle Watch and Bay Watch Water Quality, Seagrass, Living Shorelines, and Scallop Monitoring and Restoration programs.

Exhibit 9 shows the location of wetlands. Development has, and will **generally** remain, outside of the wetland areas primarily due to the City's required wetland setback as established in Objective 5 of the Conservation Element.

6. SOILS

The soils in the Panama City Beach area are depicted on Exhibit number 11. These soils are described on the map. The soils of the wetlands and marshes are of the Rutlege-Allenton-Pickney variety.

Soils of the uplands or flat woods consist of the Hurricane Chipley-Albany series or the Pottsburg-Leon-Rutlege variety. The former is usually found in flat or general sloping areas and consist of poorly drained sandy soils. The latter is a poorly drained soil with some organic stained layers.

7. FLOODPLAIN

The Federal Emergency Management Agency (FEMA) was established in 1981 to administer the National Flood Insurance Program (NIFP), and Panama City Beach passed an ordinance adopting this program shortly thereafter. This ordinance established criteria for flood prone areas to conform with FEMA regulations. The flood zones in the City of Panama City Beach area are shown on Exhibit number 12. These areas indicate the 100-year potential flood areas.

8. COMMERCIALLY VALUABLE MINERALS

Historically, large scale development of mineral commodities has not occurred in Bay County with the exception of deposits of sand, gravel and clay. All such excavating activities in Bay County are located outside the City limits.

9. ESTUARINE WATER QUALITY CONDITION

~~Over the past several years, a~~ **A** variety of reports have been made on the condition of water quality of the overall St. Andrew Bay system. ~~The Florida Department of Environmental Protection's biannual 305(b) report~~ **The St. Andrew Bay Resource Management Association's St. Andrew Bay Water Quality Report** made an assessment of the water quality conditions of the area's waters. The report stated that the water quality of the overall St. Andrew Bay system, which includes West Bay, was fair~~ly~~/good. ~~The City has committed to eliminating wastewater discharge into West Bay by in 2010. The City has already reduced discharges by 50% into the~~

~~Bay with construction of the reuse water system.~~ **The report also states that over the past 20 years the water quality of West Bay has improved because of the elimination of the City's waste water discharge. However, the quality of Grand Lagoon has deteriorated to poor because of increased stormwater run off, septic tanks and the removal of native plants as a result of seawall construction.** ~~Additionally, the quality of the remaining discharge into the Bay has been improved by significantly reducing the nitrogen and phosphorus content.~~

Fresh water tributaries entering the system are generally clear and clean, and tidal flushing is **poor** ~~reasonably good near major urban centers. According to a study by Bay County, (Environmental Studies In St. Andrew Bay, Florida, May 1993), although water quality was considered to be fairly good•, the St. Andrew system contained both growth induced nonpoint source pollution and several domestic and industrial point sources. The St. Andrew Bay Resource Management Association Report (1992) concluded the St. Andrew Bay system was still in generally good condition, but some of the bayous were deteriorating as evidenced by fish kills and seagrass losses.~~

~~The West Florida Strategic Regional Policy Plan (1997), states that St. Andrews Bay has generally good water quality except in areas surrounding the paper mill located near Panama City, Springfield, Parker. Watson and Beatty Bayous in Panama City are degraded by urban stormwater and wastewater treatment plant discharges have been found in the sediment of Watson Bayou.~~

10. ECOLOGICAL COMMUNITIES

The City of Panama City Beach and its surrounding area is located in the North Florida Flatwoods ecological community. The North Florida Flatwoods ecological community is comprised of nearly level land. Water movement is very gradual to the natural drainageways. Wet conditions prevail during the rainy season with the water table on or near the surface. It is easily identified by the flat topography, slash pine and saw palmetto vegetation.

Fire and water are the major stress conditions of this community. Modifications of either condition will change the plant and animal composition. Removal of fire will cause a successional move to a hardwood community. Flatwoods communities are good cellulose producers because of their high net productivity. The original areas of predominantly long leaf pine have been logged. Extensive areas have been replanted to slash pine. Intensive management for pulp production can cause major changes in the vegetation. The result is a low diversity of plants and often adverse changes in types and amounts of some wildlife.

11. COMMON AND ENDANGERED VEGETATION, WILDLIFE AND FISH

Information regarding natural resources was supplied by The Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity. FNAI staff builds and maintains a comprehensive database of the biological resources of Florida, which

include element occurrences of rare plants, rare animals, and high-quality natural communities. These occurrences are maintained in a GIS database for mapping and analysis. FNAI staff has expertise in botany, zoology, ecology, land management, environmental planning, GIS, and database management.

FNAI staff has indicated that the City is "located on or very near a significant region of scrub habitat, a natural community in decline that provides important habitat for several rare species within a small area." Special consideration should be taken to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources. FNAI habitat models indicate areas which based on land cover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Habitat models have been developed for approximately 300 of the rarest species tracked by the Inventory, including all federally listed species. According to the most recent FNAI, data there is potential for several identified element occurrences of rare species located within the City limits.

Element Occurrences are areas of land and/or water in which a species or natural community is or was present. The Bureau has created files identifying those areas within or surrounding the city limits of Panama City Beach. This data is accessible on the City's GIS system and will be reviewed as a part of all annexation, rezoning and development order applications.

~~Information regarding natural resources is supplied by The Florida Natural Areas Inventory "FNAI", which is a non-profit organization administered by The Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.~~

~~FNAI staff builds and maintains a comprehensive database of the biological resources of Florida, which include element occurrences of rare plants, rare animals, and high-quality natural communities. These occurrences are maintained in a GIS database for mapping and analysis. FNAI staff has expertise in botany, zoology, ecology, land management, environmental planning, GIS, and database management.~~

~~FNAI staff has indicated that portions of the City are "located within a significant region of natural areas and habitat for several rare species. Extra consideration should be taken to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources."~~

~~Areas defined by FNAI as "Potential Natural Areas" (lands that appear to be relatively intact areas of natural vegetation based on aerial photography, as determined by FNAI scientists) are expected to occur in those areas that have not yet been disturbed and could be considered for potential conservation. Natural areas that may be located within the City limits include: wet flatwoods, scrubby flatwoods, dome swamp or wet prairie.~~

~~Areas defined as "Potential Habitat for Rare Species", "areas, which based on landcover type, offer suitable habitat for one or more rare species that is known to occur in the vicinity. Potential habitat layers have been developed for approximately 250 of the rarest species tracked by the Inventory, including all federally listed species". These areas appear to exist mainly in the eastern portion of the City and should be considered for potential conservation.~~

~~According to the most recent FNAI data there are 17 identified rare species located within or near the City limits.~~

~~Locations within or very near the City limits contain a "significant region of scrub habitat", which is "a natural community in decline that provides important habitat for several rare species within a small area". FNAI staff recommends that "Additional consideration should be taken to avoid and/or mitigate impacts to these natural resources, and to design land uses that are compatible with these resources".~~

~~According to FNAI information, there are approximately 19 "Element Occurrences" near the city limits and 34 located within the city limits. Element Occurrences are "occurrences of rare species and natural communities. The Bureau has created files identifying those areas within or surrounding the city limits of Panama City Beach.~~ Exhibit 10 depicts the location of the **element** occurrences, **natural areas and conservation areas.**

12. COMMERCIAL ~~This data is now accessible on the City's GIS system and will be reviewed as a part of all annexation, rezoning and development order applications.~~ **FISHING INDUSTRY**

The commercial fishing industry in the Bay County area provides most of the seafood utilized by the local restaurants. The commercial harvests for the fishing industry in Bay County, according to the Florida **Department of Agriculture and Consumer Services** ~~Statistical Abstract, 2007~~, indicates that ~~2,995,010~~ **2,434,353** pounds of seafood was landed in ~~2006~~ **2018**. Due to the lack of marinas in the City, the commercial seafood industry has remained outside of the City limits.

13. RECREATIONAL HUNTING AND FISHING

Recreational hunting and fishing in Bay County is an important pastime for many area residents and visitors alike. There are no legal active hunting areas within the City limits.

14. CURRENT AND PROJECTED WATER NEEDS

The City provides potable water service for virtually all land uses from Phillips Inlet to Hathaway Bridge. This system consists of two water treatment **facilities with storage and high service pumping stations.**~~plants and thirteen water wells.~~

~~In 1999, the City entered into an interlocal agreement with Bay County to construct a new potable water line from Deer Point Lake via County Road 388 to the City. The new water system eliminated the water wells and treatment plants.~~

~~The agreement states that 25.0 million gallons a day (mgd) will be available to the City in 2008 with increasing amounts each year up to 33.79 mgd in the year 2020. The current available pumping and transmission capacity is approximately 32.8 mgd and with planned capital improvements the capacity will be increased to 38.5 mgd. The contract with the County has been designed to increase each year by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has completed construction of 7, 7, 5 and 2 million gallon storage tanks, which gives the City an additional 21 million gallons of working reserve for peak season and fire flow demand.~~

~~It is estimated the average citizen consumes 125 gallons per day. The anticipated daily water demand for January 1, 2008 through December 31, 2008 is estimated to range from 9.0 mgd to 20.3 mgd on a monthly average, with an annual average of 13.4. mgd. The City's available capacity to supply potable water is 25.0 mgd, which leaves an excess capacity of 14.0 mgd to 4.7 mgd or an average of 11.6 mgd.~~

In 1999, the City entered into an interlocal agreement with Bay County to construct a new potable water line from Deer Point Lake via County Road 388 to the City. The system became operational in March, 2002 and eliminated the water wells. The interlocal agreement states that 26.39 million gallons a day (mgd) is available to the City in 2010 with increasing amounts each year up to 33.79 mgd in the year 2020. The current available pumping and transmission capacity is approximately 32.8 mgd and with planned capital improvements the capacity will be increased to 38.5 mgd. The contract with the County has been designed to increase each year by approximately 4% per year in order to continue to have capacity available for growth. Additionally, the City has completed construction of two 7 million gallon tanks at the West Bay Water Treatment Facility and 5, 4 and 2 MG storage tanks at the McElvey Water Treatment Facility providing the City an additional 25 million gallons of working reserve for peak season and fire flow demand.

The daily average water demand from January 1, 2019 through ~~July~~ December 31, 2019 was 13.95 MGD on a monthly average with a daily peak usage of 19.99 MGD. The County's available capacity to supply potable water to the City in 2020 is 32.96 mgd, which leaves an excess capacity of 19.01 mgd on a daily average and an excess capacity of 12.97 mgd on daily peak usage. Table 6 shows the historical potable water usage and capacity while Table 7 shows the projected usage and capacity from 2020 to 2030.

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

replaced by reclaimed water. The following table shows the expected demands and remaining capacity of the potable water system.

TABLE 1

Projected Daily Potable Water Usage (in mgd)

	2020	2025	2030
Total Average Daily Usage:	14.30	16.18	18.30
Total Peak Daily Usage:	20.49	23.18	26.23
Capacity:	33.79	33.79	33.79
Remaining Capacity (Daily Avg)	19.49	17.61	15.49
Remaining Capacity (Peak Daily)	13.30	10.61	7.56

Source: Panama City Beach Water Consumption History and Projections, City of Panama City Beach Utilities Department.

~~**PROJECTED AVERAGE DAILY POTABLE WATER USAGE (in mgd)**~~

	2008	2015	2020
Permanent Residents:	12,187	17,464	21,233
Other Service Area Residents:	23,972	39,671	46,890
Tourist Population (daily avg):	15,000	16,561	18,284
Total Population:	51,159	73,696	86,407
Total Pop. Usage (125 X pop.):	6.4 mgd	9.2 mgd	10.8 mgd
Irrigation Usage:	2.6 mgd	4.0 mgd	4.7 mgd
Non-Residential Usage:	3.0 mgd	4.4 mgd	5.2 mgd
Total Annual Avg. Usage:	12.0 mgd	17.6 mgd	20.7 mgd
Remaining Avg. Daily Capacity:	**10.4 mgd**	**8.4 mgd**	**13.09 mgd**

~~Notes: Unincorporated population estimates are based upon water billing accounts. Tourist population is based upon estimates from the Tourist Development Council. Estimates of the Tourist population growth are from the City Building and Planning Department. Irrigation Usage is estimated by the City Public Utilities Department. Remaining Capacity utilizes the current capacity of 22.4mgd for 2008; 26.0mgd for 2015; and, 33.79mgd for 2020.~~

~~**TABLE 2**~~
~~**PROJECTED PEAK DAILY POTABLE WATER USAGE (in mgd)**~~

	2008	2015	2020
Total Peak Daily Usage:	16.00	23.50	27.60
Capacity:	22.40	26.00	33.79
Remaining Peak Daily Capacity:	**6.40**	**2.50**	**6.19**

15. GOALS, OBJECTIVES AND POLICIES

GOAL: It is the goal of the City of Panama City Beach to establish and

maintain trends that protect and preserve the natural resources of the area.

OBJECTIVE 1: Protect and conserve the natural resources, wildlife and wildlife habitat of the area including factors that affect energy conservation.

POLICY 1.1: Maintain air quality at existing levels or as consistent with ~~Chapter 17-2,~~ **the U.S. Environmental Protection Agency.** The City shall prohibit development which causes degradation of air quality below existing levels or as established.

POLICY 1.2: The City will update this Plan to include the most recent data from the Florida Natural Areas Inventory once available.

POLICY 1.3: ~~By 2012~~, **Since 2011** the City **and the Northwest Florida Water Management District have been removing non-native vegetation and restoring over 3,600 acres of recreational/conservation land.**~~will develop a plan to restore or enhance 75% of degraded natural areas on all lands acquired for public outdoor recreation and open space. This will include establishing a program for the removal of non-native vegetation with annual monitoring.~~

POLICY 1.4: The City will pursue reasonable strategies to promote energy conservation as opportunities occur.

OBJECTIVE 2: Maintain the quality and quantity of water sources.

POLICY 2.1: The City shall support efforts by Bay County toward the protection and conservation of the Deer Point Lake water source, which is under County jurisdiction.

OBJECTIVE 3: ~~Upon adoption of this Plan,~~ Evaluate and identify possible sources of stormwater pollution in each drainage basin.

POLICY 3.1: Through the implementation of the Stormwater Master Plan, the City shall identify possible stormwater pollution sources into adjacent water bodies and shall undertake measures to reduce pollutant loads consistent with Chapter ~~17-25~~, **62-330** FAC.

POLICY 3.2: The City shall coordinate with Bay County on measures intended to reduce stormwater pollution.

POLICY 3.3: The City shall reserve approval of Development Permits until stormwater discharge permits are obtained by developers, pursuant to Chapter ~~17-25~~, **62-330** FAC.

POLICY 3.4: The City shall protect the water quality of water bodies within the City by including requirements for treatment of stormwater, requiring buffers or setbacks in areas adjacent to the shoreline, drainageways, or wetlands and other similar provisions ~~to be~~ included in the Land Development Regulations.

OBJECTIVE 4: In conjunction with the implementation of the Land Development Regulations, continue to implement and revise as necessary, procedures to reduce soil erosion and reduce sedimentation into water bodies.

POLICY 4.1: The City shall identify in its Land Development Regulations specific standards for soil conservation, in coordination with the Bay County Soil and Water Conservation District.

POLICY 4.2: At a minimum, land clearing or development activities which cause direct soil erosion or sedimentation of water bodies shall be undertaken to reduce soil erosion and sedimentation.

OBJECTIVE 5: Through implementation of the Land Development Regulations, the City shall include provisions for conservation and protection of fisheries, wildlife habitat and marine habitat in the development review and approval process. The City will continue to protect and conserve wetlands, seagrasses and shorelines, ~~and ensure that there will be no net losses of wetlands and seagrass areas as they existed on January 1, 1990.~~

POLICY 5.1: The City shall evaluate impacts on fisheries, wildlife habitat and marine habitat as part of its development review and approval process. Development activities which will destroy identified wildlife or marine habitat shall be restricted through use of an enforceable development agreement, pursuant to 163.3220-.3243, F.S. ~~or appropriate mitigation measures pursuant to Rule 17-312, FAC.~~ Development activities which cause destruction of endangered or threatened species shall be prohibited.

POLICY 5.2: The City shall protect and conserve the natural functions of existing soils, wetlands, marine resources, wildlife habitat, flood zones, and estuaries by using the following guidelines to establish standards in its Land Development Regulations.

POLICY 5.3: Soils: All grading, filling, excavation, storage or disposal of soil and earth materials associated with development activities shall be undertaken so as to reduce the potential for soil erosion and sedimentation of water bodies or drainageways. Erosion control measures shall be required for all such activities.

As part of the development review process, a developer shall include, but not be limited to the following:

A. Calculations of maximum runoff based on the 25-

year, critical duration storm event;

B. A description of, and specifications for, sediment retention devices;

C. A description of, and specifications for, surface runoff and erosion control devices;

D. A description of vegetative measures;

E. A map showing the location of all items listed in (a) through (d) in this paragraph.

A developer may propose the use of any erosion and sediment control techniques provided such techniques represent the best management practices and are certified by a registered professional engineer.

Once development activity begins the developer shall maintain in good order all erosion and sediment control measures specified in the Erosion and Sediment Control Plan regardless of whether the development project is completed or not.

POLICY 5.4: Wetlands and seagrass areas within the City shall be deemed environmentally sensitive, in recognition of their many natural functions and values, and shall be protected from incompatible land uses. The City shall afford protection to all these resources including prohibition of any portion of a septic tank system or other alternative individual household domestic waste treatment systems (hereafter referred to as septic tanks) within a wetland or seagrass area.

POLICY 5.5: The definition of wetlands to be used for regulatory purposes by the City shall be as defined in subsection 373.019(25~~7~~), F.S., and as further described by the delineation methodology in Section 373.421(1), F.S.

POLICY 5.6: The location of wetlands on a development site shall be accurately identified at the time of site development review. The City shall not issue a development order or permit for a parcel until all wetlands on that parcel have been identified.

POLICY 5.7: Buffers will be created between development and wetlands, surface water bodies and upland areas adjacent to these resources. The purpose of the buffer is to protect natural resources from the activities and impacts of development. The buffer shall function to:

A. Provide protection to the water bodies, wetlands and adjacent upland natural resources used by wildlife in association with the water bodies, and wetlands, from

intrusive activities and impacts of development. The negative impacts of the uses upon each other must be minimized or, preferably, eliminated by the buffer such that the long-term existence and viability of the natural resources, including wildlife populations, are not threatened by such impacts and activities. In other words, incompatibility between the uses is eliminated or minimized and the uses may be considered compatible (which means a condition in which land uses or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition).

B. Types of buffers: The buffer may be a landscaped natural barrier; a natural barrier; or, where the natural barrier has been altered or no longer exists because of past lawful activities, a landscaped or natural barrier supplemented with fencing or other manmade barriers, so long as the function of the buffer and intent of this policy are fulfilled. Fencing can be used to supplement the buffer requirements but may not be used as a replacement to the buffering requirements.

POLICY 5.8: The City shall protect and conserve the natural functions of wetlands and water bodies through wetland and shoreline protection buffers. High quality wetlands shall be buffered from development by uplands or low quality wetlands. Except at permitted road crossings, upland or low quality wetland buffers adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-foot width for each individual project area. All buffers, whether upland or wetland, will be preserved and maintained in a natural condition, except for the construction of boardwalks for dock access, roads, utilities, recreational crossings, on-grade trails, similar crossings, and an attendant ten (10) foot wide cleared path through the buffer for purposes of providing access to such encroachments. Buffers may be enhanced or restored to a more natural condition. Application of fertilizers, herbicides and pesticides is prohibited within all buffer areas. As used herein, "low quality wetlands" shall mean all jurisdictional areas defined by FDEP, which are in silviculture, including ditches and typically including hydric pine plantations. "High quality wetlands" shall mean all other jurisdictional areas, typically including cypress domes, strands, bay and gallberry swamps, harvested cypress swamp areas, titi monocultures, and hypericum bogs. Properties within the Ecosystem Management Agreement and the Regional General Permit shall provide a wetland setback as required by that agreement and permit. The number of such encroachments shall be minimized by co-location of utilities, roads, and other crossings. The wetlands protection buffer shall begin at the Florida Department of Environmental Protection jurisdictional line. The buffer zones shall consist of preserved native vegetation, including canopy, understory and ground cover. If there is no native vegetation on the

site, a planted vegetated buffer shall be required as part of the site development.

POLICY 5.8.1: The property legally described in Ordinance 1125 and consisting of approximately 1,414.05 acres shall be subject to all of the applicable regulations of the City of Panama City Beach, all other governing agencies, and the following provisions of the Regional General Permit (RGP), SAJ-86 and Ecosystem Management Area Permit (EMA), 03-0258023-009-EA:

> High quality wetlands shall be buffered from development by uplands or low quality wetlands. Except at permitted road crossings, upland or low quality wetland buffers adjacent to high quality wetlands shall be an average of 50 feet wide, with a minimum 30-foot width for each individual project area. All buffers, whether upland or wetland, will be preserved and maintained in a natural condition, except for the construction of boardwalks for dock access and on-grade trails. Buffers may be enhanced or restored to a more natural condition. Application of fertilizers, herbicides and pesticides is prohibited within all buffer areas. As used herein, "low quality wetlands" shall mean all jurisdictional areas defined by FDEP, which are in silviculture, including ditches and typically including hydric pine plantations. "High quality wetlands" shall mean all other jurisdictional areas, typically including cypress domes, strands, bay and gallberry swamps, harvested cypress swamp areas, titi monocultures, and hypericum bogs.

POLICY 5.9:

1. All development not exempt from the requirements of Chapter 3~~26~~, Stormwater Management of the **Land Development Code** ~~City Code of Ordinances~~, shall provide for flood attenuation as follows:

(a) At a minimum, facilities shall be provided to attenuate a 25-year frequency storm event of critical duration so that the post development stormwater peak discharge rate shall not be greater than the predevelopment peak discharge rate. In addition, development which cannot demonstrate a positive, direct discharge into a receiving wetland or a public easement or right-of-way, each with sufficient capacity to accept stormwater runoff from a 100-year frequency storm event of critical duration without adversely affecting other development or property, shall attenuate a 100-year frequency storm event of critical duration. The critical duration shall be defined as the storm event that when routed through the proposed facility results in the greatest post-development discharge rate. The FDOT 1-hour, 2-hour, 4-hour, 8-hour and 24-hour rainfall distribution shall be used to determine the critical duration. Off-site contributions shall be exempt from the foregoing attenuation requirements, provided that they are conveyed through the site and discharged at the same location as prior to development. The analysis of pre-development run-off shall presume the site to be in a natural and undeveloped condition, except that the analysis of pre-development run-off for a public roadway redevelopment project shall use the current site conditions. A public roadway redevelopment project is a roadway project proposed by a governmental entity, or a non-governmental entity if the roadway project is required as an off-site improvement by a development order or permit, that involves the redevelopment of an existing roadway classified as

a principal or minor arterial or an urban or rural collector.

(b) For those developments located within the basin of a regional stormwater plan, the stormwater facility shall consider the critical duration for the regional stormwater plan basin. The post-development discharge for the stormwater facility shall not exceed the pre-development rate for the event equal in duration to the critical event for the regional stormwater plan basin.

(c) All stormwater discharge facilities shall have sediment controls and skimming devices.

(d) Off-site discharge flows shall be limited to non-erosion velocities.

2. All development not exempt from the requirements of Chapter 3~~26~~, Stormwater Management of the **Land Development Code** ~~City Code of Ordinances~~, shall provide for stormwater treatment as follows:

(a) At a minimum, the first one-half inch of stormwater runoff shall be retained within drainage areas less than one hundred (100) acres. For areas one hundred (100) acres or more, the runoff from one inch (1") of rainfall shall be retained with the runoff coefficient being no less than 0.5. The total volume retained must percolate within seventy-two (72) hours.

(b) The retention and detention of a greater amount of stormwater may be acquired in areas of special concern as designated by the City.

(c) Except as described in paragraph b, all drainage and stormwater management systems shall comply with requirements of the Northwest Florida Water Management District as set forth in Chapter 62-346, FAC.

(d) All stormwater discharge facilities shall have sediment controls and skimming devices.

(e) Off-site discharge flows shall be limited to non-erosion velocities.

(f) Drainage and stormwater management systems which directly discharge to surface waters within Ecosystem Management Areas or Outstanding Florida Waters (OFW) shall include an additional fifty percent (50%) of treatment criteria specified in Section 62-25.035(1)(b) or Section 62-25.040 or Section 62-25.042, FAC (OFW standards).

POLICY 5.10: Where sufficient uplands exist to locate the proposed development in the upland portion of the site, the City may allow the transfer of development at the future land use densities established on the Future Land Use Map from the wetlands to the upland portion of the site. The transfer of density may occur provided all other plan provisions are satisfied regarding, but not limited to, upland and floodplain resource protection, compatibility of adjacent land use, stormwater management, and setbacks. Transfer of development densities shall also satisfy the minimum lot size of the zoning district in which the lot is located.

POLICY 5.11: For lots existing prior to adoption of this plan, where sufficient uplands do not exist to avoid a taking, development in the wetlands shall be restricted to allow residential density use at the density of one dwelling unit per five acres. In the event a parcel is less than five acres, a single family dwelling will be allowed on each parcel which existed prior to the adoption of this Plan. Single family dwelling development on existing parcels which are permitted pursuant to this policy that cannot meet the buffer requirements may be reduced proportionately with the parcel dimensions.

POLICY 5.12: Prior to construction in jurisdictional areas, all necessary permits must have been issued by the Florida Department of Environmental Protection and/or the U.S. Army Corps of Engineers, as required by the agency or agencies having jurisdiction.

POLICY 5.13: When development or redevelopment cannot occur without degrading wetlands, the impact shall be mitigated pursuant to FDEP and/or U.S. Army Corps of Engineers and/or the Northwest Florida Water Management District permitting regulations.

POLICY 5.14: Uses and activities allowed in the wetland and shoreline protection buffers are as follows:

A. Minor maintenance or emergency repair to existing structures or improved areas;

B. Walkways, piers and docks elevated on pilings, limited to four feet in width, in conjunction with a permit from the Florida Department of Environmental **Protection.**~~Regulation, pursuant to Chapter 17-27, F.A.C. (as existing at the time of adoption of this Plan);~~

C. Hook-and-line fishing, hunting and creation and maintenance of temporary blinds; and,

D. Special water-dependent uses shall be allowed waterward of the wetlands and shoreline protection zones as follows:

1. Bulkheads and seawalls shall be permitted only to stabilize previously disturbed shorelines or to replace deteriorated existing bulkheads and seawalls. Riprap or similar material shall be placed at the toe of all replaced

bulkheads and seawalls;

2. Installation of buoys, aids to navigation and signs; and

3. Performance of maintenance dredging.

E. Design standards for the special water-dependent uses shall include allowance for movement of aquatic life, maintenance of flood channel capacity and stability of disturbed or altered shoreline embankments.

F. Compensatory wetland mitigation at a minimum ratio of replacement to destroyed wetlands as permitted by any of the following: U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, or the Northwest Florida Water Management District.

POLICY 5.15: A Conservation Land use designation is established for designated water bodies and seagrass beds. Permitted uses allowed in the Conservation Land Use category are limited to resource-based passive recreation and open space uses such as walkways, piers and docks elevated on pilings and no more than four (4) feet in width.

POLICY 5.16: Performance standards to minimize the impacts to wetlands are as follows:

Dredging or filling of wetlands shall be allowed only where it is demonstrated to be necessary to the public interest, and the applicant has demonstrated that such activity will not negatively impact water quality, oyster beds, natural functions, or endangered species habitat. Receipt of a permit from the U.S. Army Corps of Engineers and/or the FDEP and/or the Northwest Florida Water Management District authorizing all dredge and fill activities shall constitute demonstration of compliance with these standards for purposes of this section.

A. Clearing or removal of native vegetation only be permitted when necessary to permit allowable encroachments identified in Policy 5.8 of this Section. Such clearing or removal shall be the minimum area necessary to construct

such improvements. Buildings must be built as required by the Building Code, FDEP, and/or the USACOE.

B. Septic tanks, drainfields, and greywater systems shall be

located outside of the wetland and not within 75 feet of the wetland.

C. Development is designed and located in such a manner that there are no impacts to the following:

1. The habitat, abundance, diversity, and food sources of fish, wildlife and listed species.

2. The water quality of the wetland.

3. The flood storage and flood conveyance capabilities of the wetland.

4. Any historic resources, including those listed on the Master Site File List of the Florida Department of State.

POLICY 5.17: Marine Habitat

A. Living Marine Resources: No development activities may be undertaken in areas containing marine seagrass beds or fisheries nursery areas when such development activity can reasonably be expected to damage or destroy seagrass beds unless:

1. Valid permits are obtained from jurisdictional agencies prior to development approval by the City; and

2. Equivalent mitigation of destroyed or damaged seagrass beds is undertaken by the developer.

B. Estuarine Shoreline: No development or construction activity, except access to piers or structures permitted by State authority upon sovereignty submerged lands, shall be permitted within thirty (30) feet landward of the mean high tide line of any estuarine water body that has not been reconstructed for beach renourishment. Within this restricted area, all natural shoreline vegetation shall be preserved for a distance of twenty (20) feet landward from the mean high tide line, except for a cleared corridor not to exceed fifteen (15) feet in width to provide access to the water.

POLICY 5.18: Wildlife Habitat: Development shall not be permitted which will significantly damage or destroy the habitat of species listed as endangered or threatened
as specified in the "Official Lists of Endangered Fauna and Flora in Florida", published by the

Florida ~~Game and Fresh Water~~ Fish **and Wildlife** Commission.

The developer of any areas identified as containing wildlife habitat shall be responsible for the conduct of an analysis to determine the value and extent of such habitat. This habitat analysis shall form the basis of habitat conservation and preservation measures to be established either as a condition of development approval or in an enforceable development agreement, pursuant to Chapter163.3220-3243, F.S.

POLICY 5.19: Locally determined environmentally sensitive resources are considered to be habitat for endangered or threatened species. Development activities which destroy these resources shall be regulated pursuant to the provisions outlined and implemented in the Land Development Regulations as outlined in this Plan.

POLICY 5.20: Development within the 100 year floodplain will be required to provide 1:1 ratio for compensating flood storage where flood storage areas are displaced.

POLICY 5:21: Development in the 100 year floodplain will not be allowed to use septic tanks or grey water discharges within the 100 year floodplain.

OBJECTIVE 6: Protect Floodplains and floodways by establishing construction standards which minimize the impact of man-made structures.

POLICY 6.1: All development activity undertaken within designated A-zones as shown on the official Flood Insurance Rate Map for Panama City Beach, Florida published by the Federal Emergency Management Agency shall be subject to the restrictions and standards of the City's Floodplain Management Ordinance which are contained in Chapter ~~11~~ **3** of the City's **Land Development** Code of ~~Ordinances~~.

POLICY 6.2: Floodplain management standards shall minimize public and private losses due to flood conditions in specific areas by provisions designed to:

a. restrict uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in increased flood heights or velocities:

b. require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction:

c. control the alteration of natural flood plains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters:

d. control filling, grading, dredging, and other development which may increase erosion or flood damage: and,

e. regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

OBJECTIVE 7: Continue to implement, and amend when necessary, procedures that require development activities which involve handling and storage of hazardous wastes are managed in a manner which will reduce threats to natural resources.

POLICY 7.1: Police and Fire Departments shall coordinate with the Bay County Department of Emergency Management as prescribed in the Comprehensive Emergency Management Plan for Hazardous Materials (dated 2-15-89 and approved 8-15-89) in the event of a hazardous materials emergency.

POLICY 7.2: The City shall require that all stationary above-ground and underground petroleum storage tanks conform to the provisions of Chapter ~~17-61~~ **62.761 and 62.762**, FAC, and that permits be obtained from FDEP prior to installation or removal of such tanks.

POLICY 7.3: The City shall require that all small quantity generators of hazardous waste register with the Bay County Department of Emergency Management, as specified under Chapter 403.7234 and Chapter 403.7236, F.S.

OBJECTIVE 8: Annexations and land uses in the Lake Powell Protection Zone shall be located and designed to maintain or improve the water quality and bio-diversity in the Lake Powell Outstanding Florida Water (OFW).

POLICY 8.1: Restrict the use of individual household septic tank systems or other alternative individual household domestic waste treatment systems (hereafter referred to as septic tanks) around Lake Powell and areas that discharge into Lake Powell. This restriction shall prohibit the location of septic tanks within the first 100 feet of the shoreline of Lake Powell as defined by mean high water and shall further prohibit the location of septic tanks in the second 100 feet of the shoreline as defined by mean high water in areas where, by virtue of topography, soil type, or groundwater type, the location of septic tanks may not be suited. On all properties located adjacent to tributaries of the Lake, there shall be a 100 foot setback landward from the Department of Environmental Protection wetlands jurisdictional line within which no portion of any septic tank may be located.

POLICY 8.2: Those areas located within 200 feet of the shoreline of Lake Powell, as defined by the mean high water line, shall be designated as the Lake Powell

Protection Zone. Within this zone, maximum density shall be two (2) dwelling units per acre, and land use shall be limited to single-family dwellings in which 60% of each building site must be of porous materials. Twenty-five (25%) of each building site must be composed of native vegetation and septic tanks may be placed only in adequate soils as identified in 64E-6, F.A.C. and as identified in this plan.

POLICY 8.3: General permits for dredge and fill activities shall be restricted consistent with s. 403.814, F.S.

SECTION 9

COASTAL MANAGEMENT ELEMENT

1. INTRODUCTION

COASTAL AREA BOUNDARY

The upland or inland boundary of the coastal area for Panama City Beach is that portion of the City limits lying southwesterly of the centerline of Front Beach Road or Thomas Drive.

2. EXISTING LAND USES IN THE COASTAL AREA

Existing land use patterns in Panama City Beach in 2018 are shown in a generalized fashion in the Existing Land Use Map. Table 1 identifies the generalized existing coastal area land uses as reflected by number of acres.

TABLE 1
GENERALIZED EXISTING COASTAL AREA LAND USE-~~2008~~ 18

Land Use	Acres
Agriculture	0.0
Conservation	0.0
Educational	0.0
Historical Resources	0.0
Industrial	0.0
Public Buildings and Grounds	77
Recreation	35.75
Single Family Residential	26.27
Multi-Family Residential	202.18
Tourist	142.44
Vacant	22.56
TOTAL ACRES	**440.97**

Panama City Beach coastal area: 440.97 acres

Source: Panama City Beach Building & Planning Department and the Bay County GIS Division.

A. Agricultural

There are no agricultural uses in the coastal area.

B. Conservation

The coastal zone does not include any conservation land areas.

C. Educational

There are no educational uses in the coastal area.

D. Historic Resources

There are no historical uses in the coastal area.

E. Industrial

There are no industrial uses in the coastal area.

F. Public Buildings and Grounds

The public buildings and grounds category covers approximately 77 acres in the coastal area. The City and County piers are depicted on the Existing Land Use Map.

G. Recreation

There are approximately 35.75 acres of recreational land uses in the coastal area. The location of specific facilities are shown on Exhibit 5.

H. Residential and Uses (Single Family and Multi-Family)

Single Family Residential land use covers approximately 26.27acres of the coastal area while Multi-Family Residential land uses covers approximately 202.15 acres. The Existing Land Use Map shows the location of these uses.

I. Tourist

Tourist use covers approximately 142.44 acres in the coastal area. Tourist uses are varied but are comprised primarily of retail sales/services, restaurants, offices, hotels, and motels. These uses are shown on the Existing Land Use Map.

J. Vacant

There are approximately 22.56 acres of vacant land in the coastal area. The location of specific vacant lands are shown on Exhibit 1.

3. CONFLICTS AMONG EXISTING LAND USES

In reviewing the existing land uses, several conflicts among the existing adjacent land uses can be found. Such incompatibilities are being addressed by noise ordinances and buffering requirements which help to protect the investment of individual property owners by providing needed buffers between commercial and residential uses.

4. WATER DEPENDENT AND WATER RELATED USES

Water dependent uses are considered to be land uses related to activities which can only be carried out on, in or adjacent to water areas because the use requires access to the water. Water dependent uses in the Panama City Beach area include City and County-owned fishing piers, beach access points, beach-front motels and resorts, beach houses, boat and personal watercraft rentals, and beach recreation.

Water related uses are land uses which are not directly dependent upon access to the water, but which provide goods and services that are directly associated with access to or use of the water. The Panama City Beach area has numerous beach related retail businesses, water view restaurants and drinking establishments.

Panama City Beach has designated adequate acreage on the Future Land Use Map and the Adopted Zoning Map for the provision of water dependent and water related uses.

5. REDEVELOPMENT AREAS

The presence of non-conforming land uses identify the need for redevelopment within the coastal area. Panama City Beach has maintained comprehensive, detailed zoning restrictions since 1977. However, limited non-conforming land uses still exist and will be eliminated pursuant to stated policy thresholds concerning the discontinuance of non-conforming uses.

In 2001, the City Council adopted the community redevelopment plan for Pier Park which is composed of approximately 265 acres in the Dan Russell Pier area. The adoption of the plan has enabled the community redevelopment agency to use tax increment financing to redevelop and maintain the area as a 1,000,000 square foot open-air town center for shopping and dining.

In August 2001, the City adopted the Front Beach Road Community Redevelopment Area (the FBRCRA). Since this time, the FBRCRA has completed the following projects:

1. Churchwell Drive has been improved to 3 lanes with bicycle lanes, sidewalks, street lights, and landscaping;

2. A public parking lot has been purchased and constructed to accommodate approximately 120 parking spaces;

3. A public parking multimodal center has been purchased near the intersection of N. Thomas Drive, Front Beach Road, and Hutchison Boulevard;

4. The four-laning of Richard Jackson Boulevard has been completed and includes landscaping, bike lanes, sidewalks and streetlights.

5. Preliminary engineering and right-of-way purchases have begun on several of the major connector roads;

6. S. Thomas Drive and the first phase of Front Beach Road have been completed and includes a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.

7. The northern half of Powell Adams Drive has been completed and includes landscaping, bike lanes, sidewalks and streetlights.

8. Phase II of Front Beach Road is under construction and will include a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.

6. ECONOMIC BASE OF THE COASTAL ZONE

The economy of Panama City Beach is dominated by the attraction of tourists to the coastal area. Employers such as hotels, motels, condominium/resorts, restaurants, bars, souvenir shops, amusement parks and retail sales are heavily tied to the attraction of tourists to Panama City Beach.

The Future Land Use element and map have been developed to protect these water dependent economic contributors of Panama City Beach. The tourist industry will be protected by the conservation and recreation protections which have been made on the Future Land Use Map. Additional commercial and residential areas outside the coastal area will be needed to support visitors who will contribute to the economy in Panama City Beach through a variety of commercial avenues.

7. NATURAL RESOURCES OF THE COASTAL AREA

A. Vegetative Cover

North Florida Coastal Ecological Strand

This community is one of the most endangered communities in Florida due to the development of residential and commercial uses along shore lines. This community has an important conservation purpose by regulating wave action on the coastline. Development in the North Florida Coastal Strand typically accelerates the erosion of established beaches and sand dunes. The natural forces of wind, salt, and blowing sand make plant establishment difficult and

most plants that do establish in this strand here are species that are well-adapted to disturbance. Generally speaking, this community is very narrow and long and encompasses the area landward of the sandy beaches affected by salt spray from the Gulf. The vegetation in this community is naturally low growing grasses, vines, and herbaceous shrubs with only a few trees, most of which occur in stunt form. This vegetation includes cabbage palm (Sabal Palmetto), sand live oak (Quercus Virginiana Maritima) and live oak (Quercus Virginiana) with an understory of marshelder (Iva Imbricata), saw palmetto (Serenoa Repens), Spanish Bayonet (Yucca Aloifolia), yaupon holly (Ilex Vomitoria), and red bay (Persea Borbonia).

Various birds can typically be found in this community. It provides a good food source as well as nesting sites for the variety of birds. Other animals that utilize this community are sea turtles, shellfish, and a variety of small mammals.

This is the most stressed ecological community in Panama City Beach. Because of the increasing pressure for development along the coast, the acreage occupied by this community has steadily declined over time.

B. Water Bodies

The coastal area of Panama City Beach includes only the Gulf of Mexico. The water bodies of Panama City Beach include minor freshwater habitats and marine habitats. Coastal resources include the open waters of the Gulf of Mexico and approximately 2,600 feet of coastline on West Bay, the latter of which is considered de minimis.

8. FISHERIES AND WILDLIFE

The Gulf Coast Ecological Inventory (1982) published by the U.S. Department of the Interior, Fish and Wildlife Service, produced an inventory of the fish and wildlife habitats in the coastal area of Panama City Beach. The major fish species located here include Southern Flounder, Red Snapper, Spanish Grouper, Spanish Mackerel, King Mackerel, Cobia, Red Grouper, Atlantic Bonita, Vermilion Snapper, Dolphin, Warsaw Grouper, Gag Grouper, Greater Amberjack and Red Porgy.

Major wildlife located in this area includes Red Fox, Eastern Cottontail, armadillo, skunk, opossum, raccoon, tree squirrel, white tail deer, reptiles and amphibians.

9. AREAS SUBJECT TO COASTAL FLOODING

Portions of the coastal area which are subject to periodic inundation are indicated on Exhibit 13.

10. IMPACT OF FUTURE DEVELOPMENT ON NATURAL RESOURCES

Complete development of the coastal area has virtually been achieved during the explosive

growth experienced in the area during the 1970's and 1980's. Continual growth in the coastal area is not possible since land is not available. Future development and redevelopment in the coastal area will be have a de minimis impact on natural resources. Future development will be required to comply with the stormwater run-off policies adopted pursuant to this Plan which were not imposed on the existing developments.

11. IMPACT OF FUTURE DEVELOPMENT ON HISTORIC RESOURCES

Panama City Beach has not identified any historic resources in the coastal area which would be adversely affected by future development. As historic resources may be identified in the future, restriction of future development to preserve their integrity must be implemented.

12. WATER POLLUTION

A. Existing Conditions

As discussed in more detail in the Sanitary Sewer subelement, the City has constructed a 3,000-acre wet weather reuse water system that eliminated the need for discharge into West Bay.

13. HURRICANE EVACUATION

The Coastal High Hazard Area (CHHA) is defined as the Category 1 Storm Surge Area. In Panama City Beach, the CHHA represents a very small area of the Turtle Cove subdivision, the western fringes of Grand Lagoon, and the Colony Club area.

The hurricane evacuation routes for Panama City Beach are shown on Exhibit 14. It is expected that some residents on the eastern portion of the city would opt to travel east across Hathaway Bridge to State Road 77 or US 231 just as the residents on the western end may opt to travel west to State Roads 81 and 331.

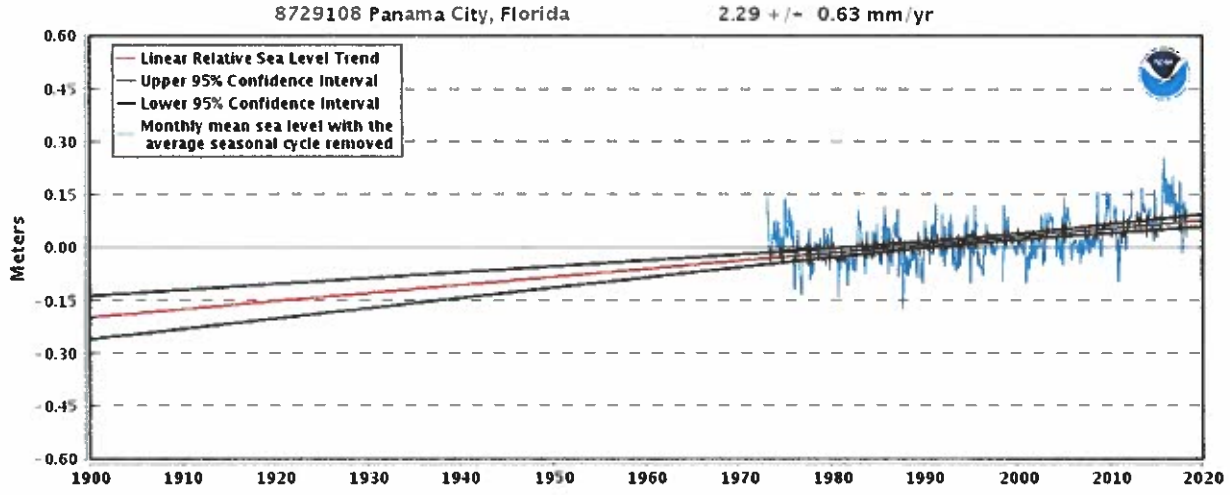
The Bay County Comprehensive Plan states that the County has adopted a hurricane evacuation time of 24 hours for category 4-5 storms. Bay County and the City worked together to create the Bay County Hurricane Abbreviated Transportation Model Updated, 2004. The County and the City have continued to share information on development order approvals in order to keep the hurricane model updated. Below is the most recent tables that have been updated with additional development orders approved by the City.

Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
SR 79 at SR 20	3.1	4.0	4.0	4.6	5.4	6.8
SR 77 at SR 20	3.0	3.4	3.6	4.2	4.5	5.3
US 231at SR 20	4.7	5.7	7.7	9.7	10.5	13.1
SR 20 eb out of Bay	2.3	2.8	3.5	4.4	4.7	5.8
Hathaway Bridge	5.6	6.5	6.6	8.1	7.4	9.4
US 231/SR77/US98 int	5.1	6.3	7.4	9.5	8.7	11.4
CR 386 into Gulf County	1.2	1.3	1.3	1.5	1.4	1.6

The results of the updated model show that under a high occupancy and a category 4-5 hurricane, the critical segment will be US 231 at SR 20 with an evacuation time of 13.1 hours. This, however, is still below the adopted evacuation time of 24 hours.

14. SEA LEVEL RISE

The National Oceanic and Atmospheric Administration "NOAA" station 8729108 Panama City Florida has recorded and projected sea level trends since 1973. The chart below depicts NOAA sea level rise trends from 1973 to 2016. According to NOAA, recorded sea level rise at the Panama City station has increased by 2.29 mm per year, the equivalent of .0075 feet per year.



The mean sea level trend is 2.29 millimeters per year with a 95% confidence interval of +/- .63mm/yr. based on monthly mean sea level data from 1973-2016. The plot shows the monthly mean sea level without the regular seasonal fluctuations due to coastal ocean temperatures, salinities, winds, atmospheric pressure, and ocean currents. The long-term linear trend is also shown, including its 95% confidence interval.

As a result of this data from NOAA, it is assumed over the next 100 years sea levels will rise by .75 feet.

Exhibit 13.B (developed by Bay County GIS using NOAA data) depicts areas within the City vulnerable to sea level rise. This map reflects the effects of sea level rise in one-foot increments. The primary impacts of a one foot rise are minimal and are located in very limited areas adjacent to the northern edge of the Colony Club subdivision, Lake Powell and Grand Lagoon. There are no anticipated impacts to structures until sea levels rise three feet.

Based on NOAA data and mapping it is estimated the City of Panama City Beach will not have impacts to structures or facilities in the next 100 years as a result of sea level rise.

The City has already implemented some significant measures to mitigate flooding from all sources including sea level rise. In the Lake Powell area, increased setbacks and buffers and reduced residential densities have been implemented along the lake as part of the Lake Powell Protection Zone and enforcement of the City's wetland setback requirements. The City dedicated an entire chapter of the Land Development Code to floodplain management and resource protection (Chapter 3). This chapter of the LDC designates the Building Official as the Floodplain Administrator as well as requires a first floor living area to be no less than 12 inches above the crown of the road at the highest point of the road or top of curb along the frontage, whichever is more restrictive, all as determined by the City Engineer.

Additionally, the City participates in FEMA's National Flood Insurance Program Community Rating System and has created an annual city-wide stormwater assessment to fund prioritized stormwater improvements.

GOALS, OBJECTIVES AND POLICIES

GOAL 1: Protect, conserve, and promote restoration of coastal area resources and plan for development activities.

OBJECTIVE 1: Prohibit nonwater-dependent land uses in the coastal area that use or store hazardous materials injurious to fish and wildlife.

POLICY 1.1: The Land Development Regulations shall prohibit nonwater-dependent land uses from using or storing hazardous materials which will be injurious to fish and wildlife.

OBJECTIVE 2: **Assist in the protection of water quality.**

POLICY 2.1: Prohibit the siting of septic tanks where the soils are unsuited for such use.

POLICY 2.2: When expanding sewage collection systems, consider areas with reported septic tank problems and areas with soils limitations on septic tank use in the coastal area as priority expansion areas.

OBJECTIVE 3: **Coordinate with other local governments and appropriate agencies to maximize natural resource planning, conservation and protection activities so that no net losses of dune vegetation occur in the coastal area as compared to January 1993.**

POLICY 3.1: Establish interlocal agreements with adjacent local governments that address the conservation, use, and protection of unique vegetative communities and water bodies which cross local government boundaries.

POLICY 3.2: Cooperate with all appropriate agencies, such as the Department of Environmental Protection and the Florida Fish & Wildlife Conservation Commission, to provide protection of natural resources from excessive public recreation.

OBJECTIVE 4: **Adopt criteria for the permitting of shoreline land uses within the coastal area.**

POLICY 4.1: Priority for siting of shoreline land uses shall be as follows:

A. Water-dependent uses;

B. Water-related uses;

C. Residential

D. Recreation/Conservation

POLICY 4.2: All new or redeveloped shoreline land use shall:

A. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;

B. Provide public access where traditional public access points are directly affected by the development;

C. Landscaping, if used, will include plant species native to the north Florida coastline.

D. Locate on existing upland areas;

E. Not be in conflict with existing compatible adjacent land uses;

F. Provide for the treatment of all discharge, including stormwater runoff, from land uses into bodies of water to incorporate standards for treatment adequate to meet the requirements of 17-4.240 F.A.C. and the stormwater level of service standards adopted in this Plan.

POLICY 4.3: The City shall prohibit the removal of dune vegetation seaward of the Coastal Construction Control Line.

POLICY 4.4: All construction shall comply with the Coastal Construction Control Line regulations as enforced by the Department of Environmental Protection.

POLICY 4.5: The City shall promote the construction and maintenance of elevated dune crossovers.

POLICY 4.6: The location, design, and operation of all new, expanded or redeveloped marinas shall focus on the protection/preservation of natural resources, compatibility with surrounding land uses and shall:

A. Lie outside archaeological or historical sites and areas identified as being inappropriate for marina development in the Marina Siting Study for West Florida (West Florida Regional Planning Council; June, 1984);

B. Not lie within Lake Powell (an Outstanding Florida Water) or within the Lake Powell Protection Zone;

C. Comply with all requirements of Chapter 8 "Conservation" of the City's Comprehensive Plan;

D. Demonstrate spill cleanup capability;

E. Designate future upland spoil site(s) for maintenance dredging activities;

F. Have available sewage treatment facilities to serve the anticipated volume of waste at the level of service standard consistent with that described in Wastewater Sub-Element and Chapter 23 of the City's Code of Ordinances and meets the design criteria of the City's Code;

G. Provide pump-out facilities at each fuel dock and follow the requirements addressed in 327.53 Florida Statutes for the handling of sewage. Marinas shall also provide upland sewage facilities;

H. Maintain water quality standards as provided by Chapter 403, Florida Statutes;

I. Locate in areas where there is an existing basin, access channel and adequate depths to accommodate the proposed use so that minimum or no dredging shall be required for the placement of docking facilities, to prevent prop dredging and to accommodate the proposed use without disturbance of bottom habitats. A minimum depth of four feet below mean low water shall be required;

J. Utilize non piling construction and other non-dredge fill techniques where possible to minimize habitat destruction;

K. Be designed to minimize or eliminate adverse impacts on fish and wildlife habitat. Special attention and consideration shall be given to endangered and threatened species habitat;

L. Locate in areas away from seagrass beds, oyster reefs and other important fish and shellfish spawning and nursery areas;

M. Be designed to maximize or improve water circulation Patterns.

POLICY 4.6.1 All new, expanded or redeveloped marinas shall follow any applicable State or Federal guidelines for design and shall:

A. Demonstrate the presence of upland areas which are large enough to accommodate all required utility and support facilities as well as enough area to satisfy all applicable standards set forth in the Code;

B. Provide public access;

C. Provide a hurricane mitigation and evacuation plan which describes measures to be taken to minimize damage to marina sites and neighboring properties and the environment;

D. Delineate immediate access points with channel markers that indicate speed limits and any other applicable regulations;

E. Be sited in areas designated as Recreational on the Future Land Use Map;

F. Demonstrate that the marina meets a public need thereby demonstrating economic viability/feasibility;

G. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;

H. Be compatible with existing, conforming, adjacent land uses;

I. Utilize dry storage to the fullest extent possible, in addition to wet slips;

J. Consist of 50 slips or fewer;

K. The City shall apply preexisting applicable policies of the Vision Plan, the DSAP or the special character district when such policies are more restrictive on development and redevelopment than the City 's Comprehensive Plan .

L. Commercial boats, maintenance facilities, boat construction, or live-aboard are prohibited.

POLICY 4.6.2 The City shall adopt standards for marina siting or expansion as part of City's Zoning Ordinance and Land the Development Regulations (*amended January, 2006*).

OBJECTIVE 5: Ensure the availability of infrastructure consistent with the level of service standards.

POLICY 5.1: Coastal area levels of service shall be consistent with those adopted in the Utilities, Traffic Circulation, and Recreation and Open Space Elements of this Plan.

POLICY 5.2: Maintain infrastructure capacity to provide public facilities for the types and densities of development shown on the Future Land Use Map.

POLICY 5.3: Development approvals for projects for which adequate sewer capacity is not available prior to development completion shall be conditioned upon

adequate soil conditions for septic tanks. Otherwise, development must be connected to the public sewer system.

POLICY 5.4: Coordinate with service providers to determine necessary system improvements and phasing of those improvements to serve the uses and densities proposed in the Future Land Use Element.

POLICY 5.5: Complete an inventory of local roadways in the coastal area that indicates current condition; proposed, prioritized improvements; and funding sources for inclusion in the Capital Improvements Element.

POLICY 5.6: Development approvals, including those in the coastal area, shall be reviewed by the Building & Planning Department and/or the Department of Transportation for their impact on the level of service of the existing roadway network. Development which does not meet the requirements of the Front Beach Road Transportation Concurrency Exception Area, FDOT, and/or other applicable local, state, and federal laws, shall be denied until improvements or proportionate fair share payment is made as required to meet such requirement.

POLICY 5.7: Panama City Beach will recognize and provide for disaster preparedness and evacuation needs in construction of roadway improvements in the coastal area.

OBJECTIVE 6: Eliminate substandard structures and incompatible uses, and redevelop following disasters.

POLICY 6.1: Utilize review criteria of existing ordinances for identifying areas in need of redevelopment which considers integrity of building construction, including unsafe conditions; presence of incompatible uses; condition of infrastructure; and economic condition of the area as evidenced by vacancies.

POLICY 6.2: Using the Existing Land Use Map, identify shoreline land uses inconsistent with adopted shoreline land use siting and field check these sites in conjunction with the coastal area survey to determine their current status.

POLICY 6.3: Conduct periodic surveys of the coastal area of Panama City Beach to identify areas in need of redevelopment or demolition based on review criteria developed.

POLICY 6.4: Adopt land use regulations that establish priorities of shoreline land uses and provide for the elimination of incompatible uses as soon as possible.

OBJECTIVE 7: Complete a comprehensive survey of the defined coastal area of Panama City Beach for the purpose of recording sites and structures of archaeologic or historic significance, if any, and identifying those meriting protection and preservation.

POLICY 7.1: Continue to survey areas to identify archaeologic and historic resources in the coastal area and ranks them by their susceptibility to destruction from development and from the elements.

POLICY 7.2: Protect historically significant resources, if any, in the coastal area of Panama City Beach.

OBJECTIVE 8: Panama City Beach will maintain the availability of access points to the Gulf of Mexico.

POLICY 8.1: The development review process shall consider impacts of development or redevelopment on publicly established accessways. The City shall not move, swap, switch, divide, or remove any beach access easement of any kind, right-of-way, or property line without approval of the registered voters of the City of Panama City Beach, in a properly held City referendum.

POLICY 8.2: Maintain and update annually an inventory of public access facilities in the coastal area, and periodically survey the conditions at those sites. The results of the annual inventory will be incorporated into the City's annual update of the Capital Improvements Element.

POLICY 8.3: Develop and update annually a comprehensive list of conservation and recreation land acquisition programs to expand the amount of public lands available for public access.

POLICY 8.4: Coordinate the need for public access and recreation facilities with the Recreation and Open Space Element.

OBJECTIVE 9: Establish and promote an intergovernmental process between Panama City Beach and appropriate Federal and State agencies and Bay County to deal with mutual concerns and enhance planning for public recreation, access and use of the Gulf of Mexico beaches.

POLICY 9.1: Establish communications with appropriate Federal and State agencies and Bay County regarding this objective.

POLICY 9.2: Summaries of actions proposed by any of the identified agencies regarding this objective shall be forwarded to other appropriate entities.

POLICY 9.3: Promote interlocal cooperation through interlocal agreements which would enhance public access and recreation sites and facilities.

GOAL 2: Protect human life and limit public fund expenditure in areas that are subject to destruction by natural disasters.

OBJECTIVE 10: Identify the coastal high hazard area.

POLICY 10.1: The Coastal High Hazard Area shall be defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model and shown on Exhibit 13. (Updated 08-2018)

POLICY 10.2: Exhibit Number 13 which reflects the Coastal High Hazard Area is hereby adopted.

POLICY 10.3: Notify at the appropriate time, owners of property in the coastal high hazard area of property designation to increase public awareness of hurricane hazard.

OBJECTIVE 11: Maintain a roadway clearance time for hurricane evacuation and peacetime emergency evacuations.

POLICY 11.1: Improvements to road segments that are a part of the hurricane evacuation route shall be considered a priority in making traffic circulation improvements.

POLICY 11.2: Periodically review hurricane evacuation plans through a joint meeting of the Bay County Emergency Management Department, the municipalities and transportation planners.

POLICY 11.3: Exhibit Number 14, The Hurricane Evacuation Map is adopted as the routes to be used for evacuations in an emergency. Peacetime emergency and hurricane evacuations for Bay County should be achieved in at least 24 hours from the time the emergency management officials determine that evacuation is necessary.

POLICY 11.4: Adjust the evacuation timetable as necessary based on occupied dwelling unit information and annexations.

POLICY 11.5: Consider the impacts on the transportation system relative to hurricane evacuation in the development approval process.

POLICY 11.6: Encourage improvements to State roadways identified as critical roadway segments.

POLICY 11.7: Continue to develop evacuation procedures for citizens and other organizations concerned with the transportation disadvantaged.

POLICY 11.8: Limit the location of group homes, nursing homes, or other residential uses which have special evacuation requirements in the coastal high hazard area to be consistent with State law.

OBJECTIVE 12: Limit population concentrations in the Coastal High Hazard Area to reduce exposure of human life to natural disasters.

POLICY 12.1: The Building and Planning Department shall prepare annually an estimate of population density in the coastal high hazard area. This estimate shall include all existing development and developments which have received development approval.

POLICY 12.2: Population concentrations shall be directed away from the Coastal High Hazard Area through provisions in the Land Development Regulations, if the emergency evacuation time standard of Policy 11.3 cannot be maintained.

OBJECTIVE 13: Limit public fund expenditures for public facilities and infrastructure in the coastal high hazard area.

POLICY 13.1: Public facilities shall not be located or improved in the coastal high hazard area unless the following criteria are met:

A. The use is necessary to protect public health, safety and welfare; or

B. The service provided by the facility cannot be provided at another location outside the coastal high hazard area; or

C. The use is necessary to restore and/or enhance natural resources.

OBJECTIVE 14: Adopt a post-disaster redevelopment plan for Panama City Beach that identifies short-term recovery and long-term redevelopment activities.

POLICY 14.1: The following post-disaster actions shall be considered short-term recovery measures:

A. Damage assessment to meet post-disaster assistance requirements and to aid in post-disaster redevelopment decisions;

B. Debris removal;

C. Emergency protection measures including repairs to water, sewer, electric, and other public utilities to restore service;

D. Public assistance including temporary housing and provisions of food and clothing.

POLICY 14.2: Repair or restoration of damage resulting in destruction of over fifty percent of the value of an individual structure or facility in the coastal high hazard area shall be considered to be redevelopment activities. Repair or restoration of such a structure or facility shall be subject to the following restrictions:

A. Redevelopment of residential structures shall be in accordance with adopted redevelopment policies; and

B. Redevelopment of commercial structures shall be consistent with the intensities established in land development regulations; and

C. Public facilities shall be relocated to areas outside of the coastal high hazard area, unless they satisfy the criteria established in Policy 13.1.

OBJECTIVE 15: The post-disaster redevelopment plan will provide a process for consideration of relocation, removal or modification of damaged structures.

POLICY 15.1: Redevelopment of structures within the coastal high hazard area that are permitted subject to the adopted requirements shall be constructed to comply with National Flood Insurance minimum elevation and construction standards and conform to minimum coastal construction standards.

OBJECTIVE 16: Establish site design criteria for construction and reconstruction within the coastal high hazard area.

POLICY 16.1: The issuance of Development Permits in the coastal high hazard area shall be conditioned on the following criteria:

Siting

A. Construction will be limited to adopted densities and intensities in the land development regulations;

B. Placement of required open space, if any, shall be in the most vulnerable area of the site;

C. Access to structures shall be provided on the landward side;

Landscaping

A. Native plant species are maintained and protected;

B. Provision of a landscaping plan which addresses the stabilization of soils;

C. Shrubbery and trees are planted so as to deflect floating material from building foundation.

OBJECTIVE 17: Establish formal procedures to implement the post-disaster redevelopment plan.

POLICY 17.1: Prepare short-term recovery implementation procedures to be incorporated in the Bay County Peacetime Emergency Plan and City operating procedures.

POLICY 17.2: The following actions will be part of the procedures for implementation of the long-term redevelopment plan:

A. Formation of an Ad Hoc Recovery Task Force to coordinate decision-making not related to short-term recovery efforts;

B. Passage of emergency ordinances, such as moratoria on rebuilding in heavily damaged areas and amendments to zoning or building codes;

C. Procedures for damage assessment;

D. Decision making procedures to determine relocation, rebuilding or structural modification options.

OBJECTIVE 18: Incorporate the recommendations of a hazard mitigation plan into the Comprehensive Plan.

POLICY 18.1: The City will continue participating in the Bay County Hazard Mitigation Strategy Team to update the natural disaster hazard mitigation report. This report will continue to address general hazard mitigation including regulation of building practices, floodplains, beach and dune alteration, stormwater management, sanitary sewer and septic tanks, and land use to reduce the exposure of human life and public and private property to natural hazards. The recommendations of this report will be incorporated into the Comprehensive Plan and Land Development Regulations.

OBJECTIVE 19: The City will continue to implement stormwater and floodplain management regulations, monitor data related to sea level rise and consider possible amendments to the Comprehensive Plan, the Land Development Code and the Building Code as needed.

POLICY 19.1: The City will continue to use the following strategies to mitigate flooding from all sources including sea level rise: setbacks and buffers, building codes and design, floodplain regulations, zoning and overlay zones, hard and soft-armoring permits, rebuilding restrictions, stormwater assessments, impact fees and other strategies or regulations as may be needed.

SECTION 10

INTERGOVERNMENTAL COORDINATION

1. PURPOSE

The purpose of Intergovernmental Coordination is to ensure that the City's planning is coordinated with other governmental entities and agencies. This section will outline the existing intergovernmental coordination efforts as well as future plans to implement on-going coordination. Areas adjacent to the City will be affected by the City's plan. Ideally, areas of potential conflicts in planning may be either avoided or resolved in this process. Presently the City is coordinating directly with other entities and agencies concerning roads, potable water, sanitary sewer, natural resources and solid waste disposal.

2. AREA OF CONCERN; INVENTORY OF EXISTING COORDINATION EFFORTS

The immediate area of concern for the City with regard to coordinated governmental action is within the City and the service area between Hathaway Bridge and Phillip's Inlet. Table 1 presents an inventory of the various governmental entities with whom Panama City Beach currently has relationships in coordinating various aspects of governmental tasks and responsibilities. In addition to governmental entities, the City maintains a relationship with a variety of private sector organizations.

TABLE 1
PANAMA CITY BEACH INTERGOVERNMENTAL COORDINATING AGENCIES

LOCAL BOARDS

Bay County School Board
Panama City Port Authority
Panama City/Bay County Airport & Industrial Authority
~~Panama City Metropolitan~~ **Bay County Transportation** Planning Organization
~~Bay County Soil and Water Conservation District~~
Northwest Florida Regional Library System
~~Gulf~~ **The Beach** Mosquito Control District
Bay County Tourist Development Council
Thomas Drive Volunteer Fire Department
West End Volunteer Fire Department
West Bay Volunteer Fire Department
Bay County Board of County Commissioners
City of Callaway
City of Lynn Haven
City of Mexico Beach
City of Panama City
City of Parker
City of Springfield

Regulation of wetlands, estuarine marshes, submerged lands, air pollution, wildlife management areas and other natural resources are primarily coordinated with State agencies.

G. Recreation and Open Space

There has been some coordination between the Panama City Beach and the County in the maintenance of recreational facilities.

4. ANALYSIS OF PROBLEMS; SOLUTIONS FOR THE FUTURE

In almost every category described above, opportunities for more formal coordination exist. Coordination may not be possible in all of the areas described below. In areas where coordination efforts fail, the ~~Northwest Florida~~ **Emerald Coast** Regional ~~Planning~~ Council should be consulted for an informal mediation process.

A. Future Land Use

Existing methods of coordination between Bay County and the City have resulted in common building standards since the County issues building permits in the service area outside of the City limits. Constant communication and coordination is expected to continue due to the City's wastewater and potable water systems being utilized by County residents. Traffic constraints on future development can be coordinated through the **Bay County** ~~Panama City Urbanized Area~~ Transportation Planning Organization (TPO). Recreational constraints can be coordinated through the Recreational Advisory Committee which was established by Bay County. Environmental issues which impact land use may continue formal and informal coordination which currently exists.

B. Traffic Circulation

Traffic coordination through the ~~Panama City Urban Area~~ **Bay County** Transportation Planning Organization (TPO) is sufficient to meet the planning needs of the member entities and agencies.

C. Housing

The various governmental entities should coordinate their efforts, using common programs whenever possible, in order to meet the need for affordable housing alternatives and to avoid concentrating all low and moderate income housing in any one jurisdiction.

D. Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground Water Aquifer Recharge

Continued growth in the area of concern, as projected in the City's comprehensive plan

indicates the need for continual coordination on decisions regarding utilities in order to ensure that required infrastructure is available to support anticipated growth. In the past, sufficient coordination with respect to sanitary sewer, solid waste and potable water has been sufficient. Interlocal agreements outline the relationship between the City and Bay County. Coordination on drainage issues will **continue to** be important as the City ~~develops~~ **expands** ~~a~~ **its** drainage plan for the City. Drainage basins do not recognize municipal boundaries and it will be necessary, as outlined in the drainage sub-element, for planning coordination to be established for drainage.

The Northwest Florida Water Management District indicates that Panama City Beach does not contribute to groundwater aquifer re-charge due to its location. Recharge in Bay County is experienced only along the extreme northern boundary of the County.

E. Coastal Management

To ensure adequate evacuation of the coastline, the City has established coordination with Bay County and local municipalities to create evacuation routes for City residents and visitors. This evacuation would be coordinated by Bay County Emergency Operations Control in the event of a natural disaster. This coordination has been effective in the past and should continue in the future.

F. Conservation

Natural ecological systems do not respect political boundaries. Similarly, the efforts to protect such resources such as seagrass beds, wetlands, marsh, and animal species should be approached on the basis that involves a mutual cooperation of local and State governmental entities.

G. Recreation

Cooperation directly benefits the citizens of Bay County to ensure that there is not a concentration or deficit in any particular jurisdiction. In order to make a variety of recreational facilities available to the citizens in a cost-effective manner, the City and the County should continue to coordinate establishment and maintenance of recreational and open space opportunities and sufficient access to these facilities.

GOALS, OBJECTIVES, AND POLICIES

GOAL: Coordinate with governmental agencies to promote efficient and effective delivery of services and facilities.

OBJECTIVE 1: Coordinate with governmental agencies concerning availability of public services to serve existing and future development.

POLICY 1.1: Continue to provide facility impact statements for

development located within the unincorporated areas.

POLICY 1.2: Coordinate with appropriate government agencies and Bay County to ensure maintenance of adopted levels of service standards.

POLICY 1.3: Designation of constrained roadways and Special Transportation Areas shall be coordinated with the Florida Department of Transportation and the appropriate governmental entities.

POLICY 1.4: Coordinate the intergovernmental management of marine resources which involve other governmental agencies and entities.

POLICY 1.5: The City will coordinate with the Northwest Florida Water Management District and Bay County to protect the water quality of Deer Point Lake and any new alternative water supply source.

POLICY 1.6: The City will coordinate with the Northwest Florida Water Management District and Bay County to develop alternative water sources which will aid in drought-proofing the region and minimizing any potential vulnerability to public water supplies as a result of a hurricane storm surge.

POLICY 1.7: The City will coordinate with the most recent Northwest Florida Water Management District water supply plan in projecting future supply and demand on potable water and alternative sources when preparing amendments to the Comprehensive Plan.

POLICY 1.8: The City will update the Water Supply Facilities Work Plan and Comprehensive Plan, as needed, within 18 months after the Northwest Florida Water Management District updates the Region III Regional Water Supply Plan.

POLICY 1.9: The City will coordinate and support the Naval Support Activity Panama City (NSAPC) in its operation so that the facilities remain viable and able to fulfill their missions *(see the FLUE for more detailed policies)*.

OBJECTIVE 2: Collaborate and coordinate with the school board of Bay County (School Board) to ensure high quality public school facilities which meet the needs of Bay County's existing and future population.

POLICY 2.1: The City will implement the interlocal agreement with the school board, municipalities and adjacent counties (as needed) to provide for close coordination and for evaluation of development proposals. This coordination and evaluation will include:

A. Participate in an annual joint workshop for elected officials to address issues of mutual concern.

B. Coordinate growth projections and school enrollment, infrastructure reports, school site selection, amendments to provisions of the interlocal agreement and public school facilities element and annual reports through the staff working group.

C. Include School Board Representative on LPA and provide agenda and backup materials, notice of land use applications, comprehensive plan map amendments, rezoning and planned unit developments.

~~D. Adopt sub district wide concurrency service areas by 2013.~~

E. Explore Co location opportunities and compatibility of land uses adjacent to existing schools and school sites.

F. Adopt Land Development Regulations that fulfill the requirements of the Interlocal Agreement for Public School Facility Planning and Concurrency and the Comprehensive Plan.

G. Consider School Board comments in land use decisions including available capacity and capacity improvements and issue a school concurrency determination only after the applicant has complied with the terms of the local governments Comprehensive Plan and land development regulations implementing school concurrency and appropriate mitigation.

H. Review and provide written comments on the financially feasible Tentative District Educational Facilities Plan and Educational Plant Survey.

I. Determine and provide a written report concerning Comprehensive Plan consistency, enumerating all conditions to be imposed and all applicable LDC regulations for a school site plan submittal by the affected local government and addressing feasibility of school sites, availability of necessary infrastructure and collocation of other facilities.

J. Cooperate in Dispute Resolution Processes, as necessary.

POLICY 2.2: General types of provisions that will be included in the inter-local agreement in order to advise the school board, adjacent counties, special taxing districts and municipalities of proposed developments which would impact their jurisdiction include:

A. Transmission of an annual memo from the City Planning Department to the Bay District School Board. The School Board shall make this information available to the above agencies upon request.

B. Provision for a feedback process/information exchange so the above entities can inform the Planning Department of any potential adverse impact(s) from proposed developments and/or conflicting planning activities through the City/County/School Board Working Group, and the Local Planning Agency as well as through public meetings with notices published in the weekly paper.

OBJECTIVE 3: Joint Planning Processes. The City shall strive to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making.

POLICY 3.1: The City shall establish new coordination mechanisms as necessary to evaluate and address its comprehensive plan and programs and their effects on the comprehensive plans of adjacent local governments, school board, and other units of local government providing services but not having regulatory authority over use of land, and the State, through the use of joint meetings or other types of forums with other agencies.

POLICY 3.2: On an annual basis, the School Board shall provide to the City information from their five-year Capital Facilities Plan to determine the need for additional school facilities. The 5-year Capital Facilities Plan shall contain information detailing existing facilities and their locations and projected needs. The report shall also contain the School Boards capital improvement plan, including planned facilities with funding representing the districts unmet needs.

POLICY 3.3: In order to coordinate the effective and efficient provision and siting of public educational facilities with associated infrastructure and services within Bay County, The City Council, the Bay County Board of County Commissioners, the Bay County School Board, and other municipalities shall meet jointly to develop mechanisms for coordination. Such efforts may include:

A. Coordinated submittal and review of the annual capital improvement program of the City, the annual educational facilities report and Five-year School Plan Survey of the Bay County School Board.

B. Coordinated review and assessment of the associated costs and expenditures of siting and developing schools with needed public infrastructure.

C. Coordinated review of residential planned developments or ~~missed~~ mixed use planned developments involving residential development.

D. Use of a unified database including population (forecasts of student population), land use and facilities.

E. Use of a Parks/Schools Planning Group (with representative from each of the entities) to review coordinated siting of schools with parks for multi-functional use. Directives resulting from the joint meeting shall be incorporated into the Comprehensive Plan, Land Development Regulations, and other appropriate mechanisms as deemed necessary.

F. Use of the Staff Working Group for school siting, changes and updates to the Comprehensive Plan and the Land Development Code and other purposes as needed.

OBJECTIVE 4: Provide for the coordination with other agencies at the lowest level of conflict resolution possible.

POLICY 4.1: Provide for regular and extensive exchange of information between jurisdictions and agencies concerning annexation and marine resource issues.

POLICY 4.2: Conflict resolution with other agencies shall be achieved through formal or informal processes.

POLICY 4.3: Consult with the West Florida Regional Planning Council for informal conflict mediation where appropriate to resolve issues related to findings of fact or consensus-building.

POLICY 4.4: Provide for joint meetings of the Bay County Commission and the Commissions/Councils of other local governments to resolve intergovernmental coordination issues.

POLICY 4.5: Formal mediation shall be considered after other alternatives have failed to arrive at a resolution of the issue. Formal mediation shall be conducted by a professional mediator specifically trained in mediation techniques.

SECTION 11

CAPITAL IMPROVEMENTS

1. INTRODUCTION

The purpose of the Capital Improvement Element (CIE) is to implement the provisions of the City of Panama City Beach Comprehensive Plan by:

A. Using timing and location of capital projects to provide services to support growth in areas where the City can efficiently and effectively provide services, and to avoid placement of capital facilities in locations that would promote growth in areas which cannot be efficiently served or which are designated as coastal high-hazard areas.

B. Establishing a system of examining and assigning priorities to the needs of the City, thereby assuring that the most essential improvements are provided first;

C. Coordinating the timing and location of capital improvements among City and County agencies as well as other local governments, special districts, and State agencies to maximize benefit from public expenditures, minimize disruption of services to the public and implement land use and infrastructure decisions;

D. Allowing sufficient time in advance of actual need to allow for proper planning, design and construction;

E. Coordinating financial planning, allowing maximum benefit from available public funds;

F. Providing cost information on a timely basis for the evaluation and formulation of alternative financing programs;

G. Providing a means for coordinating and consolidating various departmental requests, thereby preventing duplication of projects and equipment;

H. Helping to provide an equitable distribution of public improvements throughout the City; and,

I. Providing for a Concurrency Management System.

2. METHODOLOGY

This element includes a five-year program covering fiscal years ~~2009/2010~~ **2019/2020** through ~~2014/2015~~ **2023/2024**. In some instances the time frame is extended to better depict the

long-range improvements to be constructed as part of the Front Beach Road Community Redevelopment Area Plan. The fiscal year ~~2008/2009~~ **2019/2020** budget is considered the base year for projecting the requirements for the other five years of the CIE. Capital improvements required beyond fiscal year ~~2013/2014~~ **2023/2024** are addressed in general in the Plan elements and will be specifically addressed in this element during the required updates.

The inventory of existing conditions is an assessment of the historic and current conditions and background of the City's current practices, capital programming and revenue sources.

The analysis section of this element consists of:

~~A. Projections of revenues and expenditures based on current and future conditions;~~

A~~B~~. Projections of capital and operating expenditures based on needs identified in the other elements;

~~C. A comparison of projected revenues with projected expenditures; and~~

B~~D~~. Recommendations to implement the goal, objectives, and polices and the levels of service as defined in the various elements.

3. EXISTING CONDITIONS

The City of Panama City Beach operates under a council-manager form of government and provides the following services as authorized by its charter: **general government,** public safety (police and fire), highways and streets, ~~sanitation, health and social services,~~ culture and recreation, ~~education, public improvements, planning and zoning,~~ and ~~general administrative~~ **utility** services.

~~The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate ac counting entity. For the purpose of this element, it will be assumed that the City has two sources of revenue, (1) governmental funds and (2) proprietary funds. Governmental funds, better known as general funds, is the general operating fund of the City. The general fund is used to account for all financial resources except those required to be accounted for in another fund. Some of the general revenue funds may be considered special revenue funds if they are used to account for specific revenue sources. A part of the general fund may be considered a debt service fund if it has to be set aside for the payment of general long term debt principal, interest and related cost. Proprietary funds are special purpose funds generally associated with utilities that are operated as an enterprise fund. As enterprise funds, they are operated in a manner similar to private business where the costs of providing services to the general public on a continuing basis are recovered primarily through user charges.~~

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. Fund financial statements for the primary government's governmental, proprietary and fiduciary funds are presented after the government-wide financial statements in the City's annual financial statements. The City's major governmental funds are the General Fund and the Community Redevelopment Fund. The General Fund accounts for the City's primary services (police, fire, public works, parks and recreation, etc.) and is the primary operating unit of the City. The Community Redevelopment Fund is used to account for the activities of the Front Beach Road and Pier Park community redevelopment areas. The City's non-major governmental funds are comprised of various Special Revenue Funds that are used to account for specific restricted sources of revenues. The City's enterprise funds are Proprietary Funds which are operated in a manner similar to private business whereby the costs of providing services to the general public on a continuing basis are recovered through user charges. The major Proprietary Fund of the City is the Utility Fund which is used to account for the operations and activities related to the water and wastewater systems.

~~Table 1 shows a~~ **A** three year comparison of the revenue and expenses ~~from the City's general fund. These figures~~ were taken from the annual audits prepared by the City's Certified Public Accounting firm and **are available on the City's Website http://www.pcbgov.com/about-us/budgets-financial-statements**. **The financial statements show the City's total revenues have continued to exceeded expenses for the last three years.** Analysis of the total revenue generated between 20~~05~~**17** and 20~~07~~**19** shows that the 20~~07~~**19** revenue was up over 20~~06~~**18** by ~~almost~~ **approximately** ~~20~~ **18.27** percent and the 20~~06~~**18** revenue was up over 20~~05~~**17** by ~~almost~~ **approximately** ~~15~~ **2.2** percent. ~~The increase in overall revenues is a direct result of the Front Beach Road Community Redevelopment Area offsetting the reductions in revenues to the General Fund. Reductions in the General Fund are a result of the rapid decline in building activity.~~

The expenses for ~~2007~~**19** were up over those of 20~~06~~**18** by almost **10.58** ~~30~~ percent. The expenses for 20~~06~~**18** were up over ~~86~~ **.5** percent over those of 20~~05~~**17**. ~~The increases year to year in expenditures are mainly attributable to an increase in spending of the Front Beach Road Community Redevelopment Agency related to engineering, construction, and land/right-of-way purchases.~~

~~Table 1~~

~~Three Year Comparison of Revenue and Expenses – Governmental Funds~~

City of Panama City Beach, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2005

	General	Community Redevelopment	Other Governmental Funds	Total
Revenues				
Taxes				
Gross receipts	$ 4,788,273	$ -	$ -	$ 4,788,273
Utility	2,259,219	-	-	2,259,219
Franchise fees	1,159,678	-	-	1,159,678
Property taxes, CRA	-	2,527,877	-	2,527,877
Intergovernmental	1,481,343	-	-	1,481,343
Municipal services impact fees	4,694,890	-	-	4,694,890
Licenses and permits	2,556,548	-	162,812	2,719,360
Fines and forfeitures	185,810	-	52,837	238,647
Contributions and donations	182,147	-	51,392	233,539
Grants	397,149	-	-	397,149
Interest	91,514	9,602	4,968	106,084
Other fees and miscellaneous	342,270	-	-	342,270
Total revenues	18,138,841	2,537,479	272,009	20,948,329
Expenditures				
Current				
General government	3,159,232	-	-	3,159,232
Public safety	5,519,502	-	25,556	5,545,058
Highways and streets	1,095,186	888,534	-	1,983,720
Culture and recreation	1,374,835	-	10,458	1,385,293
Debt service				
Principal	371,758	-	-	371,758
Interest and fiscal charges	55,485	31,691	-	87,176
Capital outlay				
General government	36,388	-	-	36,388
Public safety	707,557	-	27,441	734,998
Highways and streets	183,013	1,835,366	-	2,018,379
Culture and recreation	254,966	-	-	254,966
Total expenditures	12,757,922	2,755,591	63,455	15,576,968
Excess (deficiency) of revenues over (under) expenditures	5,380,919	(218,112)	208,554	5,371,361
Other financing sources (uses)				
Transfers in	100,000	951,452	-	1,051,452
Transfers out	(1,991,448)	-	(345,675)	(2,337,123)
Debt issued	-	50,000	-	50,000
Proceeds from sale of assets	114,322	-	14,687	129,009
Net other financing sources (uses)	(1,777,126)	1,001,452	(330,988)	(1,106,662)
Net change in fund balances	3,603,793	783,340	(122,434)	4,264,699
Fund balances - beginning	5,260,778	418,065	647,733	6,326,576
Fund balances - ending	$ 8,864,571	$ 1,201,405	$ 525,299	$ 10,591,275

The accompanying notes are an integral part of the basic financial statements
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City of Panama City Beach, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2006

	General	Community Redevelopment	Other Governmental Funds	Total
Revenues				
Taxes				
Gross receipts	$ 5,397,252	$ -	$ -	$ 5,397,252
Utility	2,583,146	-	-	2,583,146
Franchise fees	1,342,920	-	-	1,342,920
Property taxes, CRA	-	7,000,554	-	7,000,554
Intergovernmental	1,395,874	-	-	1,395,874
Municipal services impact fees	2,959,090	-	-	2,959,090
Licenses and permits	2,084,607	-	68,531	2,153,138
Fines and forfeitures	167,124	-	3,834	170,958
Contributions and donations	127,712	-	23,217	150,929
Grants	88,431	-	-	88,431
Rents	29,400	-	-	29,400
Interest	220,680	200,837	14,495	436,012
Other fees and miscellaneous	315,790	-	-	315,790
Total revenues	16,712,026	7,201,391	110,077	24,023,494
Expenditures				
Current				
General government	2,939,117	60,552	-	2,999,669
Public safety	5,790,238	-	42,227	5,832,465
Highways and streets	1,191,223	1,201,326	-	2,392,549
Culture and recreation	1,635,902	750,000	-	2,385,902
Debt service				
Principal	411,839	3,686,500	-	4,098,339
Interest and fiscal charges	42,667	69,637	-	112,304
Other debt service costs	-	2,505,355	-	2,505,355
Capital outlay				
General government	9,235	-	-	9,235
Public safety	1,441,356	-	5,500	1,446,856
Highways and streets	197,658	6,597,519	-	6,795,177
Culture and recreation	427,882	-	-	427,882
Total expenditures	14,087,117	14,870,889	47,727	29,005,733
Excess (deficiency) of revenues over (under) expenditures	2,624,909	(7,669,498)	62,350	(4,982,239)
Other financing sources (uses)				
Transfers in	100,000	350,724	-	450,724
Transfers out	(2,598,328)	-	-	(2,598,328)
Debt issued	-	59,949,436	-	59,949,436
Proceeds from sale of assets	79,594	-	16,178	95,772
Net other financing sources (uses)	(2,418,734)	60,300,160	16,178	57,897,604
Net change in fund balances	206,175	52,630,662	78,528	52,915,365
Fund balances - beginning	8,864,571	1,201,405	525,299	10,591,275
Fund balances - ending	$ 9,070,746	$ 53,832,067	$ 603,827	$ 63,506,640

The accompanying notes are an integral part of the basic financial statements
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City of Panama City Beach, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2007

	General Fund	Community Redevelopment Fund	Other Governmental Funds	Total
Revenues				
Taxes				
Business tax receipts	$ 6,295,440	$ -	$ -	$ 6,295,440
Utility	2,839,281	-	-	2,839,281
Franchise fees	1,650,424	-	-	1,650,424
Property taxes, CRA	-	9,286,090	-	9,286,090
Intergovernmental	1,407,883	-	-	1,407,883
Municipal services impact fees	1,003,275	-	-	1,003,275
Licenses and permits	871,832	-	-	871,832
Fines and forfeitures	156,558	-	1,536	158,094
Contributions and donations	43,147	-	23,901	67,048
Grants	601,207	1,842,990	-	2,444,197
Rents	149,985	-	-	149,985
Interest	348,334	1,905,477	21,173	2,274,984
Other fees and miscellaneous	227,020	-	-	227,020
Total revenues	15,594,386	13,034,557	46,610	28,675,553
Expenditures				
Current				
General government	2,314,952	61,794	-	2,376,746
Public safety	6,240,368	-	23,529	6,263,897
Highways and streets	1,181,894	1,280,482	-	2,462,376
Culture and recreation	1,734,053	-	-	1,734,053
Debt service				
Principal	279,155	-	-	279,155
Interest and fiscal charges	30,172	1,239,940	-	1,270,112
Other debt service costs	-	2,443	-	2,443
Capital outlay				
General government	7,112	1,709	-	8,821
Public safety	812,766	-	45,700	858,466
Highways and streets	94,840	21,618,038	-	21,712,878
Culture and recreation	673,358	-	-	673,358
Total expenditures	13,368,670	24,204,406	69,229	37,642,305
Excess (deficiency) of revenues over (under) expenditures	2,225,716	(11,169,849)	(22,619)	(8,966,752)
Other financing sources (uses)				
Transfers in	100,000	50,638	-	150,638
Transfers out	(292,856)	-	-	(292,856)
Proceeds from sale of assets	78,703	-	13,062	91,765
Net other financing sources (uses)	(114,153)	50,638	13,062	(50,453)
Net change in fund balances	2,111,563	(11,119,211)	(9,557)	(9,017,205)
Fund balances - beginning	9,070,746	53,832,067	603,827	63,506,640
Fund balances - ending	$ 11,182,309	$ 42,712,856	$ 594,270	$ 54,489,435

The accompanying notes are an integral part of the basic financial statements.
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The City of Panama City Beach does not have ad valorem taxes, so it derives its revenue from other sources. The taxes that were received are broken down in the audit as follows: Gross Receipts Tax, Utility Tax, and Franchise Tax.

The gross receipts tax is a 1% tax levied on the merchants within the City limits. The utility tax is a 9.43% add on to all utility users. The franchise tax is a 3% tax levied against the gross receipts of all the utilities.

~~Table 2 shows the three year comparison of the revenue and expenses for the water and sewer utility fund. Comparison of these figures shows that the 2007 revenues were down approximately 2.6% from 2006. The 2006 revenues were up approximately 9.2% over 2005. The operating expenses for 2007 were up 3.4% over 2006. The 2006 operating expenses were up 14.4% over 2005.~~

~~Table 2~~

~~Three Year Comparison of Revenue and Expenses - Water and Sewer Utility Fund~~

City of Panama City Beach, Florida
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Year Ended September 30, 2005

	Business-type Activities / Enterprise Funds		
	Utility Fund	Other Proprietary Funds	Total
Operating revenues			
Charges for services			
Water and sewer sales	$ 14,746,916	$ -	$ 14,746,916
Connection fees	514,448	-	514,448
Administrative and review fees	85,490	-	85,490
Admissions	-	253,031	253,031
Impact fees	8,099,011	-	8,099,011
Rent	36,000	42,075	78,075
Total operating revenues	23,481,865	295,106	23,776,971
Operating expenses			
Personal services	3,353,477	172,009	3,525,486
Professional services	685,302	2,184	687,486
Office supplies	8,714	365	9,079
Contractual services	83,022	120	83,142
Insurance	266,858	13,942	280,800
Repairs and maintenance	773,032	20,555	793,587
Operating supplies	666,581	9,288	675,869
Communication services	55,999	507	56,506
Public utility services	4,962,786	10,083	4,972,869
Transportation	41,875	-	41,875
Rentals	16,189	1,665	17,854
Printing and binding	194	1,530	1,724
Miscellaneous	326,774	4,933	331,707
Amortization	66,184	-	66,184
Depreciation	2,277,631	58,575	2,336,206
Total operating expenses	13,584,618	295,756	13,880,374
Net operating income (loss)	9,897,247	(650)	9,896,597
Nonoperating revenues (expenses)			
Interest income	853,420	7,870	861,290
Grants and contributions	1,006,243	138,911	1,145,154
Gain (loss) on disposal of assets	11,923	(494,764)	(482,841)
Interest expense	(2,030,010)	-	(2,030,010)
Total nonoperating expenses	(158,424)	(347,983)	(506,407)
Net income (loss) before transfers	9,738,823	(348,633)	9,390,190
Transfers in	-	1,476,871	1,476,871
Transfers out	(100,000)	-	(100,000)
Change in net assets	9,638,823	1,128,238	10,767,061
Total net assets - beginning	47,567,461	740,574	48,308,035
Total net assets - ending	$ 57,206,284	$ 1,868,812	$ 59,075,096

The accompanying notes are an integral part of the basic financial statements.

City of Panama City Beach, Florida
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Year Ended September 30, 2006

	Business-type Activities / Enterprise Funds		
	Utility Fund	Other Proprietary Funds	Total
Operating revenues			
Charges for services			
Water and sewer sales	$ 16,533,429	$ -	$ 16,533,429
Stormwater fees	350,099	-	350,099
Connection fees	362,003	-	362,003
Administrative and review fees	111,850	-	111,850
Admissions and other fees	-	432,906	432,906
Impact fees	7,943,663	-	7,943,663
Rent	36,000	30,017	66,017
Miscellaneous	160,878	-	160,878
Total operating revenues	25,497,922	462,923	25,960,845
Operating expenses			
Personal services	3,577,834	383,464	3,961,298
Professional services	646,871	5,323	652,194
Office supplies	13,784	131	13,915
Contractual services	77,482	4,233	81,715
Insurance	277,253	15,400	292,653
Repairs and maintenance	761,054	7,924	768,978
Operating supplies	1,433,261	129,970	1,563,231
Communication services	50,343	2,879	53,222
Public utility services	5,635,728	50,844	5,686,572
Transportation	68,222	-	68,222
Rentals	24,497	3,207	27,704
Printing and binding	10,679	4,066	14,745
Miscellaneous	71,370	16,216	87,586
Amortization	66,184	-	66,184
Depreciation	2,448,858	102,877	2,551,735
Total operating expenses	15,163,420	726,534	15,889,954
Net operating income (loss)	10,334,502	(263,611)	10,070,891
Nonoperating revenues (expenses)			
Interest income	1,419,204	12,442	1,431,646
Grants and contributions	1,127,267	595,970	1,723,237
Gain (loss) on disposal of assets	9,548	-	9,548
Interest expense	(1,955,584)	(6,507)	(1,962,091)
Total nonoperating revenues	600,435	601,905	1,202,340
Net income before transfers	10,934,937	338,294	11,273,231
Transfers in	-	2,247,604	2,247,604
Transfers out	(100,000)	-	(100,000)
Change in net assets	10,834,937	2,585,898	13,420,835
Total net assets - beginning	57,206,284	1,868,812	59,075,096
Total net assets - ending	$ 68,041,221	$ 4,454,710	$ 72,495,931

The accompanying notes are an integral part of the basic financial statements.
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City of Panama City Beach, Florida
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Year Ended September 30, 2007

	Business-type Activities / Enterprise Funds		
	Utility Fund	Other Proprietary Funds	Total
Operating revenues			
Charges for services			
Water and sewer sales	$ 17,388,245	$ -	$ 17,388,245
Storm water fees	761,953	-	761,953
Connection fees	326,656	-	326,656
Administrative and review fees	105,665	-	105,665
Admissions and other fees	-	484,767	484,767
Impact fees	5,739,706	-	5,739,706
Rent	36,000	66,159	102,159
Miscellaneous	371,297	-	371,297
Total operating revenues	24,729,522	550,926	25,280,448
Operating expenses			
Personal services	4,107,886	511,879	4,619,765
Professional services	368,640	7,979	376,619
Office supplies	18,818	1,970	20,788
Contractual services	105,695	6,191	111,886
Insurance	186,593	61,340	247,933
Repairs and maintenance	707,929	24,734	732,663
Operating supplies	1,297,798	106,632	1,404,430
Communication services	54,418	4,402	58,820
Public utility services	5,558,724	118,982	5,677,706
Transportation	86,587	226	86,813
Rentals	40,556	9,268	49,824
Printing and binding	18,381	2,422	20,803
Miscellaneous	112,729	17,391	130,120
Amortization	66,184	-	66,184
Depreciation	2,649,425	182,082	2,831,507
Total operating expenses	15,380,363	1,055,498	16,435,861
Net operating income (loss)	9,349,159	(504,572)	8,844,587
Nonoperating revenues (expenses)			
Interest income	2,114,730	3,560	2,118,290
Grants and contributions	1,372,747	315,660	1,688,407
Gain (loss) on disposal of assets	(730)	-	(730)
Interest expense	(2,928,438)	(23,235)	(2,951,673)
Total nonoperating revenues	558,309	295,985	854,294
Net income (loss) before transfers	9,907,468	(208,587)	9,698,881
Transfers in	-	242,218	242,218
Transfers out	(100,000)	-	(100,000)
Change in net assets	9,807,468	33,631	9,841,099
Total net assets - beginning	68,041,221	4,454,710	72,495,931
Prior period adjustment	509,988	-	509,988
Total net assets - beginning restated	68,551,209	4,454,710	73,005,919
Total net assets - ending	$ 78,358,677	$ 4,488,341	$ 82,847,018

The accompanying notes are an integral part of the basic financial statements.
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A. Capital Improvement Program Preparation and Adoption

Capital facilities and equipment are considered to be any governmental expenditures for the acquisition of land, or the construction and installation of facilities that are expected to be in service over a considerable period of time, usually more than one year. Capital improvements are relatively large-scale, non-recurring projects which may require multi-year financing. Major equipment, furniture, and fixtures necessary to make the facilities operational are also considered part of the capital budget.

Expenditures that meet the above criteria and are in excess of $25,000 are included in the City's Capital Improvement Program (CIP). Examples of typical capital projects included in the CIP are: road construction and improvements; new and expanded physical facilities for the community; large-scale rehabilitation or replacement of existing facilities; purchase of equipment with a relatively long period of usefulness; engineering, design and architectural studies and services relative to the improvement and acquisition of land for a community facility.

Expenditures for renewal and replacement that extend the useful life of an asset beyond one year are included in the Capital Improvement Program. Examples include ~~road resurfacing~~ **water main replacements** and roof replacement. Expenditures for maintenance and repairs, and recurring expenditures for small capital items are included in the departmental operating budget.

B. Responsibility for Program Preparation and Implementation

The Capital Improvement Program, by virtue of its comprehensive character, involves all City operations. Departments, agencies, and the City Council must coordinate their actions to accomplish a successful program for improving the community. The recommended program must be a statement of relative community needs conditioned by the availability of resources to finance them.

Each year, the CIP is prepared from project requests submitted by the various departments of the City. Concurrent with the preparation of the project requests, information concerning the financial resources available to the City for capital projects is prepared by the City Manager and **City Financial Director** ~~City Clerk~~.

C. Capital Projects Requirements and Costs

The key role in the initial stages of capital programming falls upon the operating departments and department heads, by virtue of their responsibility to identify capital requirements, initiate project requests, and formulate a program that states the justification for each project, as well as its relative importance in the department's program.

the elements of the Plan.

B. The City shall develop a Five-Year Capital Improvement Program as a part of the annual budget process, and will make all capital improvements in accordance with the adopted Annual City Budget.

C. ~~By October 1, 1992,~~ **T**the City will **continue the** ~~develop and update annually a long range forecasting system which will include~~ projections of revenues, expenditures and future costs and financing of capital improvements.

D. The City will identify the cash flow needs of all new projects and determine which financing method best meets the cash flow needs of each project.

E. The costs of operating and maintaining all proposed projects will be identified and incorporated into the five-year financial projection for operations.

POLICY 5.5: Capital Facility Policy

A. The City shall continue to develop and implement a program for identifying, scheduling and budgeting the renewal and replacement requirements of capital facilities.

POLICY 5.6: Financing Public Facilities Necessitated by New Development.

A. The City of Panama City Beach shall require new development activity to pay fair share fees for new capital facilities or expansion of existing facilities. Fees shall not exceed a pro rata share of the reasonably anticipated costs of such improvements.

B. Connection charges may be assessed for any new water and wastewater connections within the City of Panama City Beach Service Area.

C. Waste Impact Fees or Assessments may be assessed to residential and non-residential development.

D. Service impact fees may be assessed to residential and non-residential development, pursuant to City Impact Fee

Ordinances.

OBJECTIVE 6: The Capital Improvement element and the minimum levels of service obtained therein shall be monitored and updated.

POLICY 6.1: The City, as part of the Comprehensive Plan and the CIE, shall annually adopt a Five-Year Capital Improvement Program that identifies the capital needs of the community and supports the adopted minimum levels of service.

POLICY 6.2: The CIE shall be updated annually through the Five-Year Capital Improvement Program and adopted as part of the annual budget process, as long as the Five-Year CIP supports and furthers the minimum levels of service contained in the Plan.

POLICY 6.3: The City Manager or his designee shall maintain and provide the City Council with an assessment report on the current availability City-provided services and facilities at adopted level of service standards.

OBJECTIVE 7: Implement School Concurrency. Coordinate with the School Board the approval of residential subdivisions, site plans or their functional equivalent to correct existing deficiencies and assure adequate future school capacity consistent with the adopted level of service standards for public school concurrency.

POLICY 7.1: Consistent with the Interlocal Agreement, the School Board and City agree to the following standards for school concurrency in Bay County:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary	100% of permanent FISH capacity
Middle	100% of permanent FISH capacity
High	100% of permanent FISH capacity

POLICY 7.2: The City shall ensure that future development pays the proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, via legally available and appropriate fee methods in development conditions.

POLICY 7.3: The City hereby incorporates by reference the most current Bay District Schools' Five Year District Facilities Work Program that includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools. Level of Service standards shall be applied district wide to all schools of the same type. As provided in the Interlocal Agreement for Public School Facility Planning and Concurrency, incorporation of the School Board's Facilities Work Plan does not obligate the City to fund the improvements included in said Facilities Work Plan. The

City, in coordination with the School Board, shall annually update the Capital Improvements Element by adopting by reference the School Board's financially feasible Work Program, to ensure maintenance of a financially feasible capital improvements program and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period.

POLICY 7.4: The 5-year schedule of improvements ensures the level of service standards for public school are achieved and maintained within the period covered by the 5-year schedule. After the first 5-year schedule of capital improvements, annual updates to the schedule shall ensure levels of service standards are achieved and maintained within each year of subsequent 5-year schedule of capital improvements.

POLICY 7.5: The City will update its Capital Improvements schedule on an annual basis by December 1st, to incorporate the upcoming five years of the School Board's Capital Improvement Program. As provided in the Interlocal Agreement for Public School Facility Planning and Concurrency, incorporation of the School Board's 5-Year Capital Improvements Program does not obligate the City to fund the improvements included therein. The City and the Bay County School Board will coordinate during updates or amendments to the City's comprehensive Plan and updates or amendments for long-range plans for School Board facilities.

POLICY 7.6: The City shall ensure maintenance of the financially feasible capital improvements program and to ensure level of service standards will continue to be achieved and maintained within each year of the subsequent 5-year schedule of capital improvements.

POLICY 7.7: The City's strategy, in coordination with the School Board, for correcting existing deficiencies and addressing future needs includes:

A. Implementation of a financially feasible 5-year schedule of capital improvements to ensure level of service standards are achieved and maintained.

B. Identification of adequate sites for funded and planned schools; and

C. The establishment of a Proportionate Fair Share ordinance in order to generate additional revenue to help fund school improvements.

SECTION 12

DEFINITIONS

Section 12.1 Definitions: The definitions found in Chapter 163, Part II, F.S. , ~~Rule 9J-5, F.A.C.~~, and Chapter 509.242, F.S. are hereby adopted by reference.

Section 12.2:

Condominium: A multiple family dwelling or development containing individually owned dwelling units and jointly owned and shared areas and facilities, which dwelling or development is subject to the provisions of state and local laws.

Duplex (Two Family Duplex): A detached building designed for or occupied exclusively by two (2) families only living independently of each other.

Floor Area Ratio: The gross floor area of all buildings or structures on a lot or parcel divided by the total lot area of the lot or parcel. Floor area ratio does not apply to those portions of structures dedicated to vehicular use.

Hotel Apartment: A building designed for or containing both apartments and individual hotel guest rooms under resident supervision (maintaining) an inner lobby through which all tenants must pass to gain access to apartment and hotel rooms.

Impervious Surface Ratio: Any surface or material which prevents the absorption of water into land, including buildings, structures, and pavement. Impervious surface includes pools.

Multi-Family Dwelling: A structure or group of structures on a parcel or building lot designed for occupancy by three (3) or more families living independently of each other and which individually or collectively comprise three (3) or more apartments.

Single Family Dwelling: A detached building designed for or occupied exclusively by one family as a housekeeping unit.

Section 12.3: The Land Development Code will contain any other specific definitions germane to any items within the Land Development Code.

SECTION 13

PUBLIC SCHOOL FACILITY ELEMENT

GOAL: Through coordination provide adequate educational public facilities to school-aged children in Panama City Beach based on district-wide consistent measures.

GENERAL STRATEGY

The general strategy for implementation of this element is to:

Objective 13.1: The City shall implement and maintain mechanisms designed to closely coordinate with the School Board in order to provide consistency between the Panama City Beach Comprehensive Plan and Bay District Schools public school facilities programs, such as:

A. Greater efficiency for the School Board and the City by the placement of schools to take advantage of existing and planned roads, water, sewer, parks, and drainage systems;

B. Improved student access and safety by coordinating the construction of new and expanded schools with road and sidewalk construction programs;

C. The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; and,

D. The expansion or rehabilitation of existing schools so as to support neighborhoods.

E. The City and the School Board will coordinate annual updates to the capital improvement schedules and comprehensive plan updates and amendments for School Board facilities to address necessary projects that achieve and maintain adopted level of service.

Policy 13.1.1: The City shall include a representative of the school district, appointed by the School Board, as a nonvoting member of the local planning agency, as required by Section 163.3174, Florida Statutes.

Policy 13.1.2: The City shall coordinate with the School Board and all applicable municipalities regarding annual review of school enrollment projections, and procedures for annual update and review of school board and local government plans consistent with the Interlocal Agreement for Public School Facility Planning and Concurrency and the Intergovernmental Coordination Element as provided in the interlocal agreement.

Objective 13.2: Enhancement of Community Design - Support the School Board in its effort to provide for appropriate school facility locations.

Policy 13.2.1: The City of Panama City Beach will continue to coordinate with the School Board to assure that proposed public school facility sites are consistent with the land use categories and policies of the City Comprehensive Plan.

Policy 13.2.2: The City shall coordinate with the Bay District School Board to encourage the location of schools in proximity to or within residential areas, seek through joint ventures to meet recreation needs by the co-location of public facilities, such as parks, libraries, and community centers, with schools to the extent possible.

Policy 13.2.3: Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools approximate to residential development to meet the projected needs for schools.

Policy 13.2.4: The City and the School Board, in conjunction with the Bay County Transportation Planning Organization, will work to find opportunities to collaborate on transit and bus routes to better serve citizens and students.

Objective 13.3: Community Focal Points - Encourage school facilities to serve as community focal points.

Policy 13.3.1: New elementary schools should be located proximate to current and future residential areas to promote safety and walkability for children to schools and to the public for community use. Exceptions include those instances when the environmental characteristics of the land, including but not limited to flood zones, Coastal High Hazard Areas, or wetlands, prevent such location from occurring.

Policy 13.3.2: Locate and design schools in close proximity to existing or future parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities.

Policy 13.3.3: The City and School Board shall coordinate the location of shared-use and co-location of school sites and City facilities with similar facility needs, such as libraries, parks and recreation facilities, when the opportunity exists.

Policy 13.3.4: The City and School Board will continue to coordinate efforts to design and build new school facilities, and facility rehabilitation and expansions, to serve as emergency shelters as required by Section 163.3177, Florida Statutes. Panama City Beach will continue to fulfill the requirements of Section 1013.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes and shall coordinate with the School Board regarding emergency preparedness issues and plans.

Objective 13.4: Safe Ways to School - The City shall promote Safe Ways to Schools.

Policy 13.4.1: All public schools shall provide parking, bicycle and pedestrian access consistent with Florida Statutes and the adopted Land Development Code.

Policy 13.4.2: The policy of the City is to reduce hazardous walking conditions, consistent with Florida's Safe Ways to School program and 1006.23, Florida Statutes.

Policy 13.4.3: New developments and redevelopment adjacent to school properties shall be required to provide a dedicated public access path paved to City specifications for pedestrian travel to existing and planned school sites.

Policy 13.4.4: New developments and redevelopment adjacent to pedestrian facilities which connect to a school's pedestrian network shall be required to include within the development publicly accessible pedestrian facilities designed and constructed to City specifications which connect to the neighborhood's existing pedestrian network.

Policy 13.4.5: In order to ensure continuous pedestrian access to public schools, priority will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year as financially feasible. It is the intention of this policy that the City of Panama City Beach and the School Board coordinate the development of their capital improvements programs to maximize the effectiveness of their limited financial resources in reducing hazardous walking conditions.

Policy 13.4.6: Coordinate with the TPO Long Range Transportation Plans to ensure funding for safe access to schools including: development of sidewalk inventories and list of priority projects coordinated with the School Board recommendations are addressed.

Policy 13.4.7: Coordinate with the School Board to continue to permit the shared-use and co-location of school sites and City facilities with similar facilities needs, according to the Interlocal Agreement for Public School Facility Planning and Concurrency for Panama City Beach, as it may be amended. Coordinate in the location, phasing, and design of future school sites to enhance the potential of schools as recreation areas.

Objective 13.5: School Capacity and Concurrency - Coordinate petitions for changes to future land use, zoning, subdivision and site plans for residential development with adequate school capacity to ensure adequate school capacity is available to residential development consistent with adopted level of service standards for public school concurrency.

Policy 13.5.1: The City and school board may utilize tiered level-of-service standards to allow time to achieve an adequate and desirable level of service as circumstances warrant.

Policy 13.5.2: School Concurrency shall apply on a districtwide basis so that a concurrency determination for a specific development will be based upon the availability of school capacity districtwide.

Policy 13.5.3: Consistent with the Interlocal Agreement, the City and the School Board agree to use common standards for school concurrency.

Policy 13.5.4: The level of service standards by type of school shall be as depicted in Table 13.1.

Table 13.1
Level of Service Standards

Type of School	Level of Service
Elementary	100% of permanent FISH capacity
Middle	100% of permanent FISH capacity
High	100% of permanent FISH capacity

FISH - Florida Inventory of School Houses

Policy 13.5.5: The following student generation rates, as noted in Table 13.2, shall be utilized when determining school concurrency:

Table 13.2 Student Generation Rate Per Unit Multipliers

Single Family	0.1704
Mobile Homes	0.1618
Multi-Family	0.1508
Condominium	0.0070

Policy 13.5.6: The Department of Education permanent Florida Inventory of School Houses (FISH) capacity is adopted as the uniform methodology to determine the capacity of each school. Relocatables shall not be considered

permanent capacity.

Policy 13.5.7: School enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

Policy 13.5.8: The School Board and the City shall utilize the district-wide student population projections which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, as modified by the School Board, taking into consideration future land use map projections of housing units for future growth and development of residential units within each Concurrency Service Area. The City and School Board shall coordinate and base their plans on these projections, and shall consider the projected impacts of local development trends within the School Board's long range facilities needs over the 5, 10, and 20-year periods.

Objective 13.6: Monitoring and Evaluation - Continually monitor and evaluate the Public Schools Facilities Element in order to assure that best practices of the joint planning processes and procedures for coordination of planning and decision-making are being utilized.

Policy 13.6.1: The City and the Bay County School Board will coordinate during updates or amendments to this comprehensive plan and updates or amendments to the long-range plans for School Board facilities.

Policy 13.6.2: The City shall provide to the School Board the following information as available, to facilitate adequate monitoring of this Element:

A. Geo-referenced building permit and certificate of occupancy data;

B. Summary of actions on preliminary and final plats; and

C. Summary of site development plan approvals for multi-family projects.

Policy 13.6.3: By January 31st of each year, the City shall provide the School Board with a report on growth and development trends within the City of Panama City Beach. The report shall include, to the extent available:

A. The type, number, and location of residential units which have received development order approval;

B. The identification of any development orders issued which contain a provision for school siting; and

C. Any additional information related to number of residential dwelling building permits for the preceding year, future land use map amendments, and population projections.

SECTION 14

PRIVATE PROPERTY RIGHTS ELEMENT

GOAL: Protect private property rights by considering such rights in local decision making.

OBJECTIVE 1: In accordance with the legislative intent expressed in ss. 163.3161 (10) and 187.101 (3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.

POLICY 1: The following rights shall be considered in local decision making:

A. The right of a property owner to physically possess and control his or her interests in the property, including or subject to any easements, leases, or mineral rights.

B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

D. The right of a property owner to dispose of his or her property through sale or gift.

Comp Plan Update & Private Property Rights

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

October 6, 2021

The Honorable Mark Sheldon
Mayor, City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32413

Dear Mayor Sheldon:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Panama City Beach (Amendment No. 21-01ESR) received on September 7, 2021. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp

Enclosure(s): Procedures for Adoption

cc: Mel Leonard, Planning Director, City of Panama City Beach
Austin Mount, Executive Director, Emerald Coast Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://floridajobs.secure.force.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

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PROOF OF PUBLICATION

Angel Angee
City of Panama City Beach - Legals
17007 Panama City Beach PKWY
Panama City Beach FL 32413-5225

STATE OF FLORIDA, COUNTY OF BAY

The Panama City News Herald, a newspaper printed and published in the city of Panama City, and of general circulation in the County of Bay, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

11/03/2021

and that the fees charged are legal.
Sworn to and subscribed before on 11/03/2021

Legal Clerk

Notary, State of WI, County of Brown

5.15.23

My commision expires

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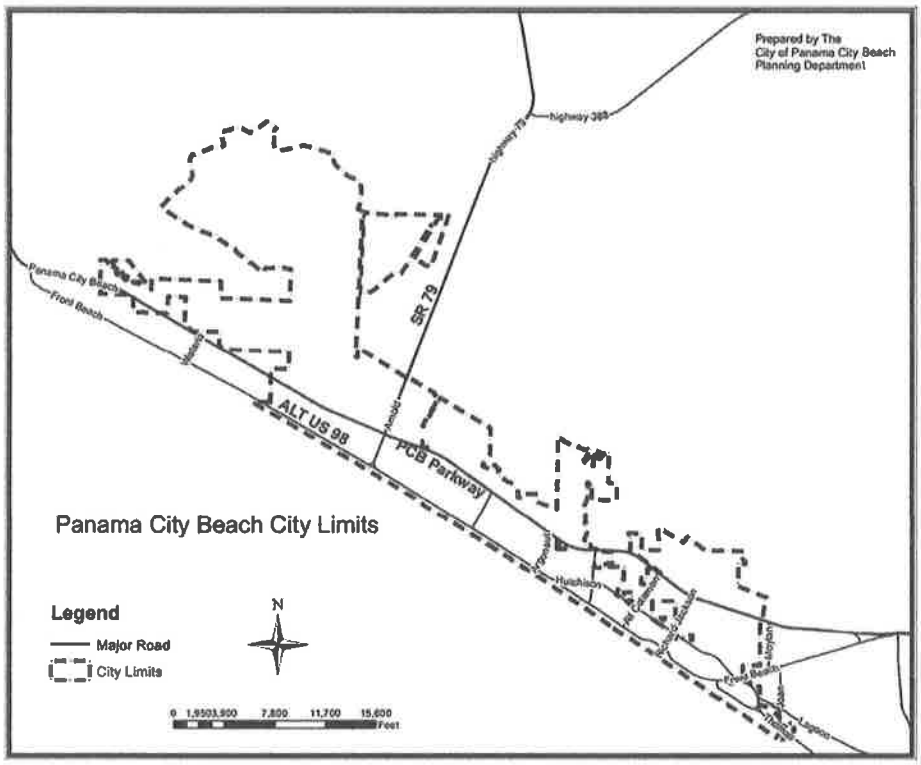
NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING FOR COMPREHENSIVE PLAN ADOPTION

The City Council of the City of Panama City Beach will hold a public hearing to consider the following entitled ordinance for adoption.

ORDINANCE NO. 1688

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING AND RESTATING THE COMPREHENSIVE GROWTH DEVELOPMENT PLAN AS PREVIOUSLY ADOPTED BY ORDINANCE 1143, AS AMENDED; ADOPTING THE 2021 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN; ESTABLISHING AND CREATING A PRIVATE PROPERTY RIGHTS ELEMENT, AMENDING AND UPDATING DATA AND ANALYSIS CONTAINED THROUGHOUT THE PLAN; AMENDING THE DATA, GOALS, OBJECTIVES OR POLICIES IN EACH SECTION TO REFLECT CURRENT LAW, GOAL ACHIEVEMENTS AND PRESENT CIRCUMSTANCES, AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS PROVIDED BY LAW.



A public hearing on the ordinance will be held on November 10, 2021, at 6:00 P.M. at the City Council's special meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing, the ordinance will be presented to the City Council for adoption.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Clerk at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the second reading of Ordinance 1572.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes
REGULAR AGENDA - DISCUSSION ITEMS	Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

For quite some time the City has been looking at changing the vesting provisions in each of its three pension plans. It has become apparent that the vesting periods in the City's plans are significantly longer than those of other local governments in the surrounding area. As such, the City is at a competitive disadvantage when competing with other local governments for the same employees. Each of the City's three pension boards requested the City's actuary, AON, to perform a vesting study with three different scenarios in order to determine the cost of any potential change. This study, which is included in your packet, was presented to the boards at their meetings held on September 2, 2021. After much discussion, the boards all agreed to recommend the same change to the City Council for consideration. Each board recommends changing the current vesting provision of 100% after ten years to a 5 year phased vesting which would provide for 50% vesting after 5 years, increasing 10% per year thereafter until fully vested after 10 years.

The cost to the Firefighters' Pension Plan to enact this change in vesting is estimated to be $6,825 annually. The FY 2022 budget does not require amendment as adequate funds were budgeted to cover the change.

Staff recommends approval.

Ord 1572.Firefighters Pension Plan.Vesting.2nd Reading.pdf
Vesting Study.pdf
Ord 1572 PanamaCityNewsHerald (1).pdf

ORDINANCE NO. 1572

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH FIREFIGHTERS' RETIREMENT PLAN ADOPTED BY ORDINANCE NUMBER 1157, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Panama City Beach Firefighters' Retirement Plan has prepared this ordinance to amend, effective upon passage of this ordinance; and

WHEREAS, the Board of Trustees of the Panama City Beach Firefighter' Retirement Plan believes that implementation of this ordinance is in the best interests of the citizens of the City of Panama City Beach; and

WHEREAS, passage of this ordinance will shorten the vesting schedule so the Firefighters will be eligible for a deferred vested benefit upon reaching five (5) years of Credited Service;

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

SECTION 1: That the City of Panama City Beach Firefighters' Retirement Plan, adopted by Ordinance number 1157, as subsequently amended, is hereby further amended by amending Section 9, VESTING, as follows:

Section 9. - VESTING.

If a member terminates his or her employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under the System, the Member shall be entitled to the following:

1. If the Member has less than ~~ten (10)~~ five (5) years Credited Service upon termination, the Member shall be entitled to a refund of his or her Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If a member has been in the service of the city for at least five (5) years, he or she shall be vested in the following percentage of his or her accrued benefit at the time he or she ceases to be an active member of the plan as follows:

Competed Years of Service	Vested Percentage of Accrued Benefit
Less than 5…..	0%
5…..	50%
6…..	60%
7…..	70%
8…..	80%
9…..	90%
10 or more …..	100%

If the Member has ~~ten (10)~~ five (5) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the vesting schedule and the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him or her commencing at the Member's otherwise normal retirement date, determined based upon his or her actual years of Credited Service, provided he or she does not elect to withdraw his or her Accumulated Contributions and provided the Member survives to his or her otherwise retirement date. If the Member does not withdraw his or her Accumulated Contributions and does not survive to his or her normal retirement date, his or her Designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for retirement under Pre-Retirement Death.

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: The appropriate officers of the City are authorized and directed to codify, include and publish in electronic format this Ordinance within the City Council's Code of Ordinances. Sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 4: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, this _____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
MARK SHELDON, MAYOR

ATTEST:

_____
LYNNE FASONE, MMC, CITY CLERK

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
MARK SHELDON, MAYOR

Published in the News Herald on the 25th day of October, 2021.

Posted on **pcbfl.gov** on the 7th day of October, 2021.

Vesting Study

- Currently All three plans have a 10 year vesting period for most employees.
- This study looked at two potential vesting scenarios:
  - Full vesting at 7 years of service
  - Phased vesting, starting with 70% vesting at 7 years, grading up 10% per year to 100% at 10 years of service
  - Phased vesting, starting with 50% vesting at 5 years, grading up 10% per year to 100% at 10 years of service

Annual Required Cont.	Firefighters	General Employees	Police Officers
Percent of Payroll			
Current Vesting	18.44%	11.76%	6.38%
5 Year Phased Vesting	18.68%	12.86%	6.47%
7 Year Phased Vesting	18.63%	12.70%	6.43%
7 Year Full Vesting	18.73%	12.91%	6.60%
Additional Estimated Contribution			
Current Contribution	$524,393	$873,407	$230,162
5 Year Phased Vesting	+$6,825	+$40,725	+$3,247
7 Year Phased Vesting	+$5,403	+$29,195	+$1,804
7 Year Full Vesting	+$8,408	+$44,387	+$7,821

Govt Public Notices

NOTICE OF CITY COUNCIL
PUBLIC HEARING

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinance.

ORDINANCE NO. 1572

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH FIREFIGHTERS' RETIREMENT PLAN ADOPTED BY ORDINANCE NUMBER 1157, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

A public hearing on the ordinance will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA

10/25/2021

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of second reading of Ordinance 1573.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes
REGULAR AGENDA - DISCUSSION ITEMS	Detailed Budget Amendment Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

For quite some time the City has been looking at changing the vesting provisions in each of its three pension plans. It has become apparent that the vesting periods in the City's plans are significantly longer than those of other local governments in the surrounding area. As such, the City is at a competitive disadvantage when competing with other local governments for the same employees. Each of the City's three pension boards requested the City's actuary, AON, to perform a vesting study with three different scenarios in order to determine the cost of any potential change. This study, which is included in your packet, was presented to the boards at their meetings held on September 2, 2021. After much discussion, the boards all agreed to recommend the same change to the City Council for consideration. Each board recommends changing the current vesting provision of 100% after ten years to a 5 year phased vesting which would provide for 50% vesting after 5 years, increasing 10% per year thereafter until fully vested after 10 years.

The cost to the General Employees' Pension Plan to enact this change in vesting is estimated to be $40,725 annually. The FY 2022 budget does not require amendment as adequate funds were budgeted to cover the change.

Staff recommends approval.

Ord 1573.General Employee.Pension Plan.Vesting.2nd Reading.pdf
Vesting Study.pdf
Ord 1573 PanamaCityNewsHerald (1).pdf

ORDINANCE NO. 1573

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH GENERAL MUNICIPAL EMPLOYEES' RETIREMENT PLAN ADOPTED BY ORDINANCE NUMBER 1158, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Panama City Beach General Municipal Employees' Pension Plan has prepared this ordinance to amend, effective upon passage of this ordinance; and

WHEREAS, the Board of Trustees of the Panama City Beach General Municipal Employees' Pension Plan believes that implementation of this ordinance is in the best interests of the citizens of the City of Panama City Beach; and

WHEREAS, passage of this ordinance will shorten the vesting schedule so the General Employees will be eligible for a deferred vested benefit upon reaching five (5) years of Credited Service;

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

SECTION 1: That the City of Panama City Beach General Municipal Employees' Pension Plan, adopted by Ordinance number 1158, as subsequently amended, is hereby further amended by amending Section 9, VESTING, as follows:

Section 9. - VESTING.

If a member terminates his or her employment as a General Employee, either voluntarily or by discharge, and is not eligible for any other benefits under the System, the Member shall be entitled to the following:

1. If the Member has less than ~~ten (10)~~ five (5) years Credited Service upon termination, the Member shall be entitled to a refund of his or her Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If a member has been in the service of the city for at least five (5) years, he or she shall be vested in the following percentage of his or her accrued benefit at the time he or she ceases to be an active member of the plan as follows:

Competed Years of Service	Vested Percentage of Accrued Benefit
Less than 5…..	0%
5…..	50%
6…..	60%
7…..	70%
8…..	80%
9…..	90%
10 or more …..	100%

If the Member has ~~ten (10)~~ five (5) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the vesting schedule and the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him or her commencing at the Member's otherwise normal retirement date, determined based upon his or her actual years of Credited Service, provided he or she does not elect to withdraw his or her Accumulated Contributions and provided the Member survives to his or her otherwise retirement date. If the Member does not withdraw his or her Accumulated Contributions and does not survive to his or her normal retirement date, his or her Designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for retirement under Pre-Retirement Death.

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

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SECTION 4: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, this _____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
MARK SHELDON, MAYOR

ATTEST:

_____
LYNNE FASONE, MMC, CITY CLERK

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
MARK SHELDON, MAYOR

Published in the News Herald on the 25th day of October, 2021.

Posted on **pcbfl.gov** on the 7th day of October, 2021.

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PUBLIC HEARING

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinance.

ORDINANCE NO. 1573

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH GENERAL MUNICIPAL EMPLOYEES' RETIREMENT PLAN ADOPTED BY ORDINANCE NUMBER 1158, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

A public hearing on the ordinance will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

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Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA

10/25/2021

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Holly White, Administration	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the second reading of Ordinance 1574.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

For quite some time the City has been looking at changing the vesting provisions in each of its three pension plans. It has become apparent that the vesting periods in the City's plans are significantly longer than those of other local governments in the surrounding area. As such, the City is at a competitive disadvantage when competing with other local governments for the same employees. Each of the City's three pension boards requested the City's actuary, AON, to perform a vesting study with three different scenarios in order to determine the cost of any potential change. This study, which is included in your packet, was presented to the boards at their meetings held on September 2, 2021. After much discussion, the boards all agreed to recommend the same change to the City Council for consideration. Each board recommends changing the current vesting provision of 100% after ten years to a 5 year phased vesting which would provide for 50% vesting after 5 years, increasing 10% per year thereafter until fully vested after 10 years.

The cost to the Police Officers' Pension Plan to enact this change in vesting is estimated to be $3,247 annually. The FY 2022 budget does not require amendment as adequate funds were budgeted to cover the change.

Additionally, the Police Officers' Pension Board is recommending that Council approve an optional form of benefit which would provide the officers with the option to retire at 20 years of service regardless of age. This option would be a voluntary election made by the individual officer at the start of employment and would require a contribution from the employee of 13% versus the 11% currently contributed. There would be no cost to the City to enact this provision. The entire cost would be borne by the participants electing such an option.

Staff recommends approval.

Ord 1574.Police Officer.Pension Plan.Vesting.2nd Reading.pdf
Vesting Study and Plan Change.pdf
Ord 1574 PanamaCityNewsHerald (1).pdf

ORDINANCE NO.1574

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH POLICE OFFICERS' PENSION PLAN ADOPTED BY ORDINANCE NUMBER 1159, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 5, CONTRIBUTIONS, TO PROVIDE FOR AN INCREASED CONTRIBUTION FOR MEMBERS WHO CHOOSE TO SELECT 20 YEAR AND OUT NORMAL RETIREMENT ELIGIBILITY, AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, TO PROVIDE FOR A 20 YEAR AND OUT NORMAL RETIREMENT BENEFIT OPTION, AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO A VESTING PERCENTAGE SCHEDULE COMMENCING AT FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Panama City Beach Police Officers' Pension Plan has prepared this ordinance to amend, effective upon passage of this ordinance; and

WHEREAS, the Board of Trustees of the Panama City Beach Police Officers' Pension Plan believes that implementation of this ordinance is in the best interests of the citizens of the City of Panama City Beach; and

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

SECTION 1: That the City of Panama City Beach Police Officers' Pension Plan, adopted by Ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 5, CONTRIBUTIONS, as follows:

SECTION 5. CONTRIBUTIONS.

1. Member Contributions.

   A. Amount. Each Member of the System who does not make the election provided for in Section 6, Benefit Amounts and Eligibility, Subsection 1.B., shall be required to make regular contributions to the Fund in the amount of eleven percent (11%) of his or her Salary. Upon election prior to February 3, 2022, or at the time of employment, each Member of the System who elects to have the option to retire upon the completion of twenty (20) years of Credited Service regardless of age pursuant to Section 6, Benefit Amounts and Eligibility,

subsection 1, B, shall be required to make regular contributions to the Fund in the amount of thirteen (13%) percent of his or her salary effective February 3, 2022, or at the time of employment, whichever is applicable. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

* * *

SECTION 2: That the City of Panama City Beach Police Officers' Pension Plan, adopted by Ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 6, BENEFIT AMOUNTS AND ELIGIBILITY, as follows:

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

1. Normal Retirement Date.

A. A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty (50) and the completion of twenty (20) years of Credited Service, or, the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.

B. Upon election prior to February 3, 2022, or at the time of employment, a Member may irrevocably elect a normal retirement date coincident with, or next following the completion of twenty (20) years of Credited Service, regardless of age or in accordance with the normal retirement dates specified in paragraph A., if such Member terminates prior to completion of twenty (20) years of Credited Service. Such Member may retire on this retirement date or on the first day of the month thereafter, and each Member shall become on hundred (100%) percent vested in his or her accrued benefit on the optional retirement date. A Member's election to retire upon the completion of twenty (20) years of Credited Service must be made in writing in a time and manner determined by the Board and shall be irrevocable.

* * *

SECTION 3: That the City of Panama City Beach Police Officers' Pension Plan, adopted by Ordinance number 1159, as subsequently amended, is hereby further amended by amending Section 9, VESTING, as follows:

SECTION 9. VESTING.

If a member terminates his or her employment as a Police Officer, either voluntarily or by discharge, and is not eligible for any other benefits under the System, the Member shall be entitled to the following:

1. If the Member has less than ~~ten (10)~~ five (5) years Credited Service upon termination, the Member shall be entitled to a refund of his or her Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If a Member has been in the service of the city for at least five (5) years, he or she shall be vested in the following percentage of his or her accrued benefit at the time he or she ceases to be an active member of the plan as follows:

Completed Years of Service	Vested Percentage of Accrued Benefit
Less than 5…..	0%
5…..	50%
6…..	60%
7…..	70%
8…..	80%
9…..	90%
10 or more …..	100%

If the Member has ~~ten (10)~~ five (5) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the vesting schedule and the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him or her commencing at the Member's otherwise normal retirement date, determined based upon his or her actual years of Credited Service, provided he or she does not elect to withdraw his or her Accumulated Contributions and provided the Member survives to his or her otherwise retirement date. If the Member does not withdraw his or her Accumulated Contributions and does not survive to his or her normal retirement date, his or her Designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for retirement under Pre-Retirement Death.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: The appropriate officers of the City are authorized and directed to codify, include and publish in electronic format this Ordinance within the City Council's Code of Ordinances. Sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Panama City Beach, this _____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
MARK SHELDON, MAYOR

ATTEST:

_____
LYNNE FASONE, MMC, CITY CLERK

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

EXAMINED AND APPROVED by me this _____ day of November, 2021.

_____
MARK SHELDON, MAYOR

Published in the News Herald on the 25th day of October, 2021.

Posted on **pcbfl.gov** on the 7th day of October, 2021.

Vesting Study

- Currently All three plans have a 10 year vesting period for most employees.
- This study looked at two potential vesting scenarios:
  - Full vesting at 7 years of service
  - Phased vesting, starting with 70% vesting at 7 years, grading up 10% per year to 100% at 10 years of service
  - Phased vesting, starting with 50% vesting at 5 years, grading up 10% per year to 100% at 10 years of service

Annual Required Cont.	Firefighters	General Employees	Police Officers
Percent of Payroll			
Current Vesting	18.44%	11.76%	6.38%
5 Year Phased Vesting	18.68%	12.86%	6.47%
7 Year Phased Vesting	18.63%	12.70%	6.43%
7 Year Full Vesting	18.73%	12.91%	6.60%
Additional Estimated Contribution			
Current Contribution	$524,393	$873,407	$230,162
5 Year Phased Vesting	+$6,825	+$40,725	+$3,247
7 Year Phased Vesting	+$5,403	+$29,195	+$1,804
7 Year Full Vesting	+$8,408	+$44,387	+$7,821

Police Officer's Plan Change

- The Police Officer's Pension Board requested looking at adding a "20 and out" option. This would allow normal retirement at 20 years of service, regardless of age.

- The change would increase the 2020/2021 contribution by approximately $35,000.

	Contribution	Contribution with the plan change	Difference
City Contribution	$230,162	$265,573	$35,411

- This change could be offset by increasing employee contributions from 11% to 13% for the participants expected to benefit from the change.
  - It is assumed that those already eligible for normal retirement and those who would reach age 50 before 20 years of service would remain at the 11% contribution rate.
  - This could be a voluntary election as well

	Contribution	Contribution with 13% Employee Contribution	Difference
City Contribution	$230,162	$230,849	$687

NOTICE OF CITY COUNCIL PUBLIC HEARING

The City Council of the City of Panama City Beach will hold a public hearing to consider adoption of the following entitled ordinance.

ORDINANCE NO.1574

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA; FURTHER AMENDING THE CITY OF PANAMA CITY BEACH POLICE OFFICERS' PENSION PLAN ADOPTED BY ORDINANCE NUMBER 1159, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 5, CONTRIBUTIONS, TO PROVIDE FOR AN INCREASED CONTRIBUTION FOR MEMBERS WHO CHOOSE TO SELECT 20 YEAR AND OUT NORMAL RETIREMENT ELIGIBILITY, AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY, TO PROVIDE FOR A 20 YEAR AND OUT NORMAL RETIREMENT BENEFIT OPTION, AMENDING SECTION 9 VESTING, TO AMEND THE VESTING SCHEDULE FROM TEN TO A VESTING PERCENTAGE SCHEDULE COMMENCING AT FIVE YEARS FOR ALL ACTIVE MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

A public hearing on the ordinance will be held on November 10, 2021, at 6:00 p.m. at the City Council's regular meeting at City Hall located at 17007 Panama City Beach Parkway. All interested persons are encouraged to attend and be heard. During the public hearing the ordinances will be presented to the City Council for adoption. The ordinances may be adopted during or immediately following the public hearing.

The public is invited to review the proposal at City Hall between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. Public comment will be received either verbally or in written form. Anyone not appearing in person may submit written comments to the City Manager at 17007 Panama City Beach Parkway, Panama City Beach FL 32407, any time prior to the stated meeting time. All comments received will be considered before final action is taken.

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 to be based.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Panama City Beach City Clerk at City Hall, 17007 Panama City Beach Parkway, or by phone at (850) 233-5100 at least five (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FLORIDA

10/25/2021

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Drew Whitman, Administration	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve first reading of Ordinance.

4. AGENDA: REGULAR AGENDA - DISCUSSION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached:
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's Code of Ordinance establishes maximum rates that may be charged by towing companies in the City. The current regulations have not been updated since 2008. Recently Bay County has updated it rates, and staff recommends the City also consider updates to keep the maximum rates consistent on the Island. The proposed ordinance also amends the rate structure to be consistent with the County's.

If approved at first reading, staff will advertise notice of a second reading and public hearing for December 9, 2021.

Ord 1575.Amending Towing Rates.First Reading.pdf

ORDINANCE NO. 1575

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO TOWING RATES; AMENDING THE MAXIMUM RATES CHARGED BY TOWING SERVICES WITHIN THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

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

SECTION 1. From and after the effective date of this ordinance Section 22-71 of the Code of Ordinances of the City of Panama City Beach, related to Council Towing Rates is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 22-71. - Rates.

When any vehicle is towed or otherwise removed from private property within the City at the request of a private property owner or the City's Police Department to remove a wrecked or disabled vehicle from an accident scene, it shall be unlawful for any person to charge or file a lien to collect any type of fee other than fees set forth herein for which the City Council has set specific rates, or to charge or file a lien to collect for towing or storage or other services in excess of the rates provided below:

(1) *Towing Charges:*

a. **CLASS A wrecker:**

(i.) Anywhere within the City ~~between the hours of 8:00 a.m. and 5:00 p.m.~~ .....**$150.00** ~~$87.50~~

(ii) If "dolly" required, an additional $20.00

~~(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. .....$97.50~~

~~If "dolly" required, an additional .....$20.00~~

b. **CLASS B wrecker: $250.00**

~~(i.) Anywhere within the City between the hours of 8:00 a.m. and 5:00 p.m. .....$115.00~~

~~(ii.) Anywhere within the City between the hours of 5:00 p.m. and 8:00 a.m. .....$125.00~~

c. **CLASS C wrecker:** .....**$350.00** ~~$220.00~~

(2) *Storage Charges:*

a. **CLASS A wrecker:**

First six (6) hours .....No Charge

~~b.~~ After six (6) hours, per twenty-four (24) hour period or fraction thereof:

Outside .....**$40.00** ~~$15.00~~

Inside .....**$40.00** ~~$20.00~~

b.~~c.~~ **CLASS B wrecker:**

First six (6) hours .....No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof ..... **$50.00** ~~$20.00~~

c. ~~d.~~ **CLASS C wrecker:**

First six (6) hours .....No Charge

After six (6) hours, per twenty-four (24) hour period or fraction thereof ..... **$60.00** ~~$30.00~~

(3) *Administrative Charges:* A maximum of **fifty** ~~thirty~~ dollars **($50.00)** ~~($30.00)~~ may be charged to the owner of a vehicle towed and subsequently stored for more than twenty-four (24) hours, for the costs of preparing, filing or mailing of any forms or notices required by law.

(4) *Mileage Rate:* Per mile for travel and towing of a vehicle outside of the ten-mile radius from the wrecker operator's place of business:

a. **CLASS A wrecker:** .....**$5.00** ~~$3.00~~

b. **CLASS B wrecker:** .....**$6.00** ~~$4.00~~

c. **CLASS C wrecker:** .....**$7.00** ~~$4.00~~

(5) *Hourly Rate:* For waiting or working time on scene which requires removal of submerged or overturned vehicles, or retrieval of vehicles from ditches, following the first thirty (30) minutes of working or waiting time for which there shall be no charge imposed:

a. **CLASS A wrecker:**

Per hour .....**$150.00** ~~$78.00~~

Per ¼ hour ..... **$37.50** ~~$19.50~~

b. **CLASS B wrecker:**

Per hour .....**$250.00** ~~$80.00~~

Per ¼ hour .....**$62.50** ~~$20.00~~

c. **CLASS C wrecker:**

Per hour .....**$350.00** ~~$175.00~~

Per ¼ hour .....**$87.50** ~~$43.75~~

(Ord. No. 364, § 1, 5-31-90; Ord. No. 395, § 1, 6-11-92; Ord. No. 935, § 1, 3-24-05; Ord. No. 1080, § 1, 7-26-07; Ord. No. 1105, § 1, 2-14-08; Ord. No. 1134, § 1, 10-9-08)

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. 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 _____, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXAMINED AND APPROVED by me this _____ day of _____, 2021.

_____
MAYOR

Published in the _____ on the ____ day of _____, 2021.

Posted on pcbfl.gov on the ____ day of _____, 2021.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Al Shortt, Fire	November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve Task Order 2 under the existing Master Services Agreement between the City and JRA Architects, Inc. for design and administrative services related to the proposed Fire Department Training Tower project.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

At its regularly scheduled meeting on September 9th, 2021, the City council approved entering into a Master Services Agreement with JRA Architects, Inc. to provide design and construction administration services for multiple police and fire facility projects in the City's capital needs program.

A new Fire Training Tower has been proposed as part of the current budget. It is to be located at the City WWTP site immediately adjacent to the new Fire Station No. 30. Staff requested a proposal from JRA Architects, Inc. to provide the necessary architectural and engineering, permitting and construction administration effort for the proposed tower. That proposal under the terms of the Master Services Agreement has been received and is attached for your review as Attachment A . Staff has reviewed the proposal and finds that the requested fee of $91,031 is in line with the work effort. Also attached for your review is a draft Exhibit B, Combined Task Order and Notice To Proceed, that would be executed upon City Council approval.

Design, bidding and construction phases are planned to be completed over the next twelve months. The estimated construction cost of the new facility is currently $1,050,000. Staff previously applied for grant funding from the Florida Division of State Fire Marshall and was awarded $608,536. That grant will fund a significant portion of the project and an additional 20% of the total cost will be funded with impact fees. The balance will be made up from cash reserves.

Staff recommends Council approval of the Task Order.

Res 22-31.JRA Architects.Fire Training Tower.pdf
JRA Task Order 2 - Fee Proposal for PCB Fire Tower (attachemnt A).pdf
JRA MSA Task Order 2 NTP.pdf

RESOLUTION 21-31

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH JRA ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE FIRE TRAINING TOWER IN THE TOTAL AMOUNT OF $91,031.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order 2 to the Master Services Agreement between the City and JRA Architects, Inc., relating to the design and construction administration services for the Fire Training Tower, in the total amount of Ninety One Thousand, Thirty One Dollars ($91,031), 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

October 22, 2021

ATTACHMENT "A"

Al Shortt
Construction Project Manager
City of Panama City Beach
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

RE: SCOPE OF WORK AND FEE PROPOSAL FOR PANAMA CITY BEACH FIRE TOWER
JRA 21807 C/AC

Dear Al,

Per our meeting (9/1/21), JRA has revised our Fee Proposal for the above referenced project.

SCOPE OF WORK:

The scope shall be further defined in the design phase and be in accordance with the following:

A. Tower is located across the street from Station 30: See attached for location and preliminary layout.

B. Specify and coordinate the construction of a four-story Pre-Engineered Fire Tower. The Tower shall meet PCBFD function and performance requirements.

C. The Tower shall create a training environment that simulates various structures in Panama City Beach. The four-story training structure shall simulate one and two-story residential structures and apartment complexes with open corridor breezeways. It shall also simulate high-rise structures with interior stairwells that lead to exterior breezeways.

D. Each of the four sides of the Tower shall simulate a different type of structure with parking according to that type of structure. Such as, two-way driveway with landscaping for the residential side, multiple vehicle parking lot for the apartment complex side and the high-rise side should simulate parking along Front Beach Road. Approximately 50 feet of paved area shall extend around the Tower and be connected to adjacent fire station drive.

E. Utilities shall include fire hydrants, water, power, and others as needed.

F. Architectural and Engineering Services will include submittals for review to include Conceptual Design, Design Development set at 60% design, Construction Documents at 90% design and Final Construction Documents issued for construction. Final Construction Documents shall be sufficiently detailed to provide contractor with clear direction on construction and assembly of all facets of the facility without interpretation.

G. During the Programming Phase, JRA will meet with the users of the facility and produce a Programming Document that will include cut sheets, sketches or other information that relate to the project. This document is a working document that will be updated throughout the design process to ensure that all the needs and requirements are met in the final design.

H. Along with architectural components, the documents will include Civil, Structural, MEP, and Landscape and Irrigation Designs and Specifications.

I. As requested, the Civil Site Work Design, an additional service, will include drainage, storm water, road and sidewalk connections, existing parking modifications where appropriate, utility services, lighting, signage, landscaping, and irrigation. Designs will comply with FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida and City of Panama City Beach Land Development Regulations. All storm water will be held on Tower site.

J. Survey work and geo-technical research and recommendations are included in this fee proposal as additional services.

K. Any surveying or civil fees related to wetlands are excluded and will be additional services, if required.

L. Services will include permitting services to include submittal coordinated with the contractor, follow-up, and responses; however, the City will pay all permit submittal and issuance fees.

M. Environmental survey, delineating wetlands and the identification of endangered plants and animals are not included and will be an additional service.

N. Throughout the process, JRA will coordinate input from responsible staff and users, but only as directed by the City's designated Project Manager.

O. JRA will assist in the bidding process including the advertisement, Pre-Bid Meeting and issuance of any clarifications needed. We will chair the bid opening and assist the City Project Manager with the evaluation of all bids.

P. During construction, JRA will review submittals, review contractor pay requests, issue clarifications and additional information as required, conduct site visits once a week, participate in the monthly Owner/Architect/Contractor meetings, perform close-out punch lists, review final payment request, and review warranties and O&M manuals.

Q. JRA will coordinate all site observations with our consulting engineers to ensure the work meets the requirements of the Florida Building Code. Coordination and scheduling of inspections with the AHJ are typically the contractor's responsibility.

R. JRA has developed a preliminary production schedule as follows:

- Notice to Proceed- Starts programming effort.

- Programming- 4 weeks with Owner Review, if required, during last week.

- Design Development 30% Documents- 4 weeks
- Owner Review- 2 weeks
- 60% Construction Documents - 3 weeks. Will include specification table of contents and 60% drawings from all subconsultants except landscape/irrigation.
- Owner Review- 2 weeks
- 90% Construction Documents- 3 weeks. Will include technical specification and 90% drawings from all subconsultants.
- Owners Review- 2 weeks
- 100% Construction Documents- 2 weeks
- Owners Review- 2 weeks
- Submit Documents to Building Department- 2 weeks
- Design Team to pick up final comments from Owner/Building Official.
- Ready to Advertise for Bid.

DESIGN FEES:

- JRA is basing our proposal on a construction cost of $760,000, excluding site development cost. Using the Department of Management Services, Fee Calculator Less than Average Complexity "E", the base fee would be **$54,956.** The basic fee includes Architectural, Structural, Mechanical, Electrical, Plumbing, and Construction Administration.

• Civil	McNeil Carroll	$	15,000
• Landscape/Irrigation	Alan Holt	$	4,500
• Site Lighting	HG Engineers	$	2,800
• As-Built Drawings	JRA/McNeil/Dewberry	$	6,000
• Survey	Dewberry	$	2,275
• Soil Testing	NOVA	$	5,500
	Additional Services Total	**$**	**36,075**
• Fire Station Tower Summary: Base Fee		$	54,956
• Additional services		$	36,075
	Total Fire Tower Architectural Services Fee:	**$**	**91,031**

For additional services, with costs not yet determined, the cost shall be the consultants' fees plus 10%. For JRA staff the following hourly rate shall apply.

Principle	$ 150.00
Architect	$ 125.00
Architect Intern	$ 100.00
Designer	$ 70.00
CADD Technician	$ 60.00
Administrative	$ 45.00

I am excited to get started. Let me know if you need anything else or if you have any questions.

Thanks,

JRA ARCHITECTS, INC



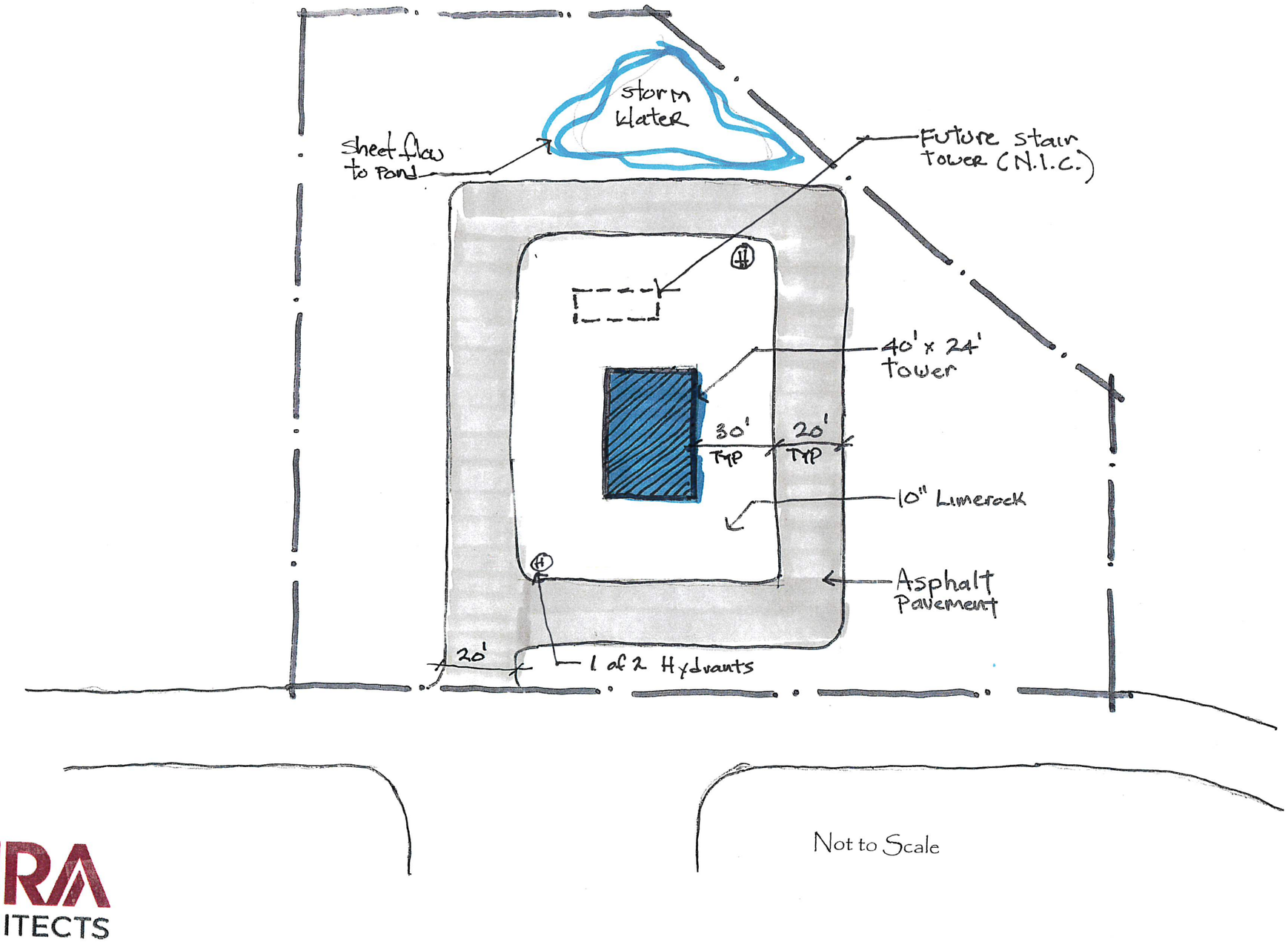
David Vincent
President

Attachments: Preliminary Site Plan

Cc: Jim Roberson- JRA
File

Preliminary Site Plan

For costing only



Not to Scale

JRA ARCHITECTS

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2

DATE
NOVEMBER 10, 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND JRA ARCHITECTS, INC., RELATING TO PROFESSIONAL ARCHITECTURAL SERVICES dated September 14, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Design and Construction Admin. Services for Fire Training Tower

Architect's total compensation shall be (check one):
X a stipulated sum of $ 91,031 ; or
____ a stipulated sum of $ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $ _____ for _____ , and
Allowance of $ _____ for _____ ; or
a fee determined on a time-involved basis with a maximum cost of $_____:

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on NOVEMBER, 20_, and shall be completed within 180 calendar days. The date of completion of all work is therefore May 14, 20 22. Liquidated delay damages, if any, are set at the rate of $0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Architect and City, Architect is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

_____

_____

JRA Architects, Inc.

By: _____ Date: _____

Its: _____

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

By: _____ Date: _____
City Manager

_____
City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Ray Morgan, Fire	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution 22-32, authorizing the purchase of one new 2022 L7X 694cc four passenger utility vehicle from ASW American Landmaster in the amount of $12,200.72 through State bid using TDC funds for the Fire Rescue Department.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** No Detailed Budget Amendment Attached: Yes
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Public Safety Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff requests approval for the purchase of one Beach Safety four passenger UTV. In late September 2021, after the City's adoption of the FY 2022 budget, City Manager, Drew Whitman met with TDC Director, Dan Rowe to discuss public safety concerns on the beach. He requested assistance with the purchase of equipment to be utilized by the City's police and fire departments to enhance water rescue operations. Mr. Rowe indicated that the TDC would be willing to contribute funds to the city to fund the following equipment: two drones, a rescue jet ski, and a utility patient transport vehicle. This purchase represents the utility patient transport vehicle which will enhance the mission of public safety by giving our lifeguards a safe and reliable means of patrolling the beach as well as provide the ability to transport patients off the beach more effectively. This UTV will be purchased under State Contract #25101900-21-STC. A budget amendment is necessary to reflect both the additional funds to be received from the TDC as well as the additional equipment purchase neither of which were included in the adopted FY 2022 budget.

Res 22-32.FD Purchase of 1 Utility Vehicle.pdf
AG AND LAND QUOTE FORM.pdf
Budget Amendment.pdf

RESOLUTION NO. 22-32

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FOUR PASSENGER UTILITY VEHICLE FROM AMERICAN LANDMASTER IN THE AMOUNT OF $12,200.72; AND AUTHORIZING A BUDGET AMENDMENT TO REFLECT THE RECEIPT AND EXPENDITURE OF FUNDS FOR THIS PURCHASE.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain agreement between the City and ASW dba American Landmaster, relating to the purchase of a L7x 694CC Four Passenger Utility Vehicle for the Fire Rescue Department, in the basic amount of Twelve Thousand Two Hundred Dollars and Seventy-Two Cents ($12,200.72), on substantially the terms and conditions of the quote **attached** as Exhibit A and presented to the Council today.
2. The following budget amendment #1 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Agriculture and Lawn Equipment (25101900-21-STC)
Price Quote Form (PQF)
Updated 3/4/2021

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract.

Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.

Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: $1532 or ($1532).

If the Customer requests an OEM or Non-OEM Option, Part, Accessory, or Implement from a Group/Sub-Group that is different than that of the Base Equipment, the Contractor must provide the Group/Sub-Group number/letter in the OEM or Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description field. Example: If the Base Equipment requested is from Group 1 Sub-Group B and the Customer is also requesting a loader which is only provided in Group 1 Sub-Group C, the Contractor should indicate "DMS 260 Loader (from Group 1 Sub-Group C)".

Awarded Contractor Information

Contractor Name:	ASW dba American Landmaster				
Street Address:	2499 S 600 E. ste 102				
City, State, Zip:	Columbia City, IN 46725				
Contact Person:	Andy Carney		Title:	Director, Commercial Sales	
Original Quote Date:		Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	941 720 5737			Secondary:	800 643 7332
Email Address:	acarney@americanlandmaster.com				
Fax #:					

Requesting Customer Information

Agency/Eligible User Name:	City of Panama City Beach			
Contact Person:	Terry Parris	Title:		
Phone #'s: Primary:			Secondary:	
Email Address:	terry.parris@pcbfl.com			
Fax #:				

Secondary Contact for Customer (Optional)

Contact Person:		Title:		
Phone #'s: Primary:			Secondary:	
Email Address:				
Fax #:				

Group/Sub-Group	Group/Sub-Group Description	UNSPSC	Manufacturer/Brand

Base Equipment	Base Equipment Description	QTY	MSRP	Base Equipment	Discount Dollar	Net Price	Total Price
L7X	694cc Gas Heavy Duty 4 passenger CREW Utility vehicle with 56	1	$ 11,999.00	10.00%	$ 1,199.90	$ 10,799.10	$ 10,799.10
OEM Item	**OEM Option, Part, Accessory, or Implement**	**QTY**	**MSRP**	**OEM Discount %**	**Discount Dollar**	**Net Price**	**Total Price**
17813	Split Windshield	1	$ 220.00	15.00%	$ 33.00	$ 187.00	$ 187.00
19064	Roof	1	$ 499.00	15.00%	$ 74.85	$ 424.15	$ 424.15
2-55081	Rear View Mirrors	1	$ 29.99	15.00%	$ 4.50	$ 25.49	$ 25.49
18928	Commercial Signal Package inlcludes taillights, horn, b/u alarm	1	$ 299.99	15.00%	$ 45.00	$ 254.99	$ 254.99
18894	Convertible Steel Bed	1	$ 599.99	15.00%	$ 90.00	$ 509.99	$ 509.99
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements					$ 247.35	$ 1,401.62	$ 1,401.62
Non-OEM Item	**Non-OEM Option, Part, Accessory, or Implement**	**QTY**	**MSRP**	**Non-OEM**	**Discount Dollar**	**Net Price**	**Total Price**
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements					$ -	$ -	$ -
Grand Total State Term Contract Price							$ 12,200.72

Contractor Comments:	Will honor 2021 pricing for 2022 vehicle for this single unit order.
Customer Comments:	

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Product Group Discount Sheet for the code(s) applicable to each Group/Sub-Group.

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

No. BA #1

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-0000-337.21-00	TDC Public Safety	(970,000.00)	(12,200.00)	(982,200.00)
TO	001-2202-522.64-20	Machinery and Equipment	62,000.00	12,200.00	74,200.00
		Check Adjustment Totals:	(908,000.00)	0.00	(908,000.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect a portion of the additional funding pledged by the TDC for the purchase of lifesaving equipment and to appropriate this funding for the purchase of a UTV for the Beach Safety Department

ROUTING FOR APPROVAL

_____DEPARTMENT HEAD _____DATE

_____FINANCE DIRECTOR _____DATE

_____CITY MANAGER OR ASSISTANT CITY MANAGER _____DATE

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Rich McClanahan, Police	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve the purchase of five Police Department ATV's in the amount of $43,753.00.

4. AGENDA: REGULAR AGENDA - DISCUSSION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: Yes
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

We are respectively requesting the Council's approval to purchase (5) five Polaris Sportsman 450 ATV's from McKibben Powersports in the amount of $43,753.00. This selection is based off of an invitation to bid. McKibben Powersports was the only respondent and we are requesting this purchase based off of this bid.

This purchase was previously bid and budgeted by Resolution 21-20 but was cancelled due to supply chain issues. This purchase has been rebid and a new budget amendment has been included to reflect the rollover of the CESF grant funds used to fund this purchase.

Res 22-33.PD Purchase of 5 ATVs.Budget Amendment.pdf
BA #3-1.pdf
PCB22-22 MCKIBBENPOWERSPORTS OF LAKE PLACID ATV BID.pdf
PCB22-22 Bid Tabulation Sheet.pdf

RESOLUTION NO. 22-33

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MCKIBBEN POWERSPORTS, INC., FOR THE PURCHASE OF FIVE POLICE DEPARTMENT ALL TERRAIN VEHICLES IN THE TOTAL AMOUNT OF $43,765.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City certain Agreement between the City and McKibben Powersports, Inc., relating to the purchase of (5) five All Terrain vehicles for the Police Department, in the total amount of Forty-Three Thousand, Seven Hundred Sixty Five Dollars ($43,765.00), 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, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

No. BA #3

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.64-55	Machinery and Equipment Grant	0.00	43,765.00	44,000.00
TO	001-0000-331.20-25	Federal Grants Coronavirus ATVs	0.00	(43,765.00)	(43,765.00)
		Check Adjustment Totals:	0.00	0.00	235.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To reappropriate grant revenue and expenditures budget for 5 ATVs to FY 2022 due to timing delays

ROUTING FOR APPROVAL

_____DEPARTMENT HEAD _____DATE

_____FINANCE DIRECTOR _____DATE

_____CITY MANAGER OR ASSISTANT CITY MANAGER _____DATE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: October 20, **2021.**

PCB22-22 ITB POLICE DEPARTMENT ALL TERRAIN VEHICLES

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price as listed on vehicle for **PCB22-22 POLICE DEPARTMENT ALL TERRAIN VEHICICLES** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

	MAKE	**PRICE PER UNIT**
ATV	Polaris Sportsman 450 EPS	$ 8753

Includes a Decal and Emergency Light/Siren/PA Package installed.

QUANTITY (X) 5

TOTAL PRICE $ 43,765

Estimated Time of Delivery 65 days

BIDDER:

McKibben Powersports of Lake Placid — Name of Business

Dave Faring — Name of Bidder

614 U.S. 27 South — Address

863-412-0811 — Phone Number

Lake Placid, FL 33852 — Address

October 20, 2021 — Date

[END OF BID PROPOSAL FORM]

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Dave Farina

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to Panama city Beach

by Dave Faring

For McKibben Powersports of Lake Placid

Whose business address is
McKibben Powersports of Lake Placid
614 U.S. 27 South
Lake Placid, FL 33852

and (if applicable) its Federal Employer Identification Number (FEIN) is
65-0495022

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

(a.) A predecessor or successor of a person convicted of a public entity crime, or

(b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

True Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: Dave Faring

Print name: Dave Faring

Its: _____

Sworn to and subscribed before me this 20th day of October, 2021.

Personally known ✓ OR Produced identification _____

Notary Public- State of Florida

Notary Public State of Florida
Tiffany M Allen
My Commission GG 913224
Expires 09/15/2023

My commission expires 9/15/23

Tiffany M Allen
[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Florida

COUNTY OF [illegible]

Dave Faring
Authorized Signature

Dave Faring
Printed Name

sales manager
Title

McKibben Power Sports of Lake Placid
Name of Entity/Corporation

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization on, this 20th day of October, 2021, by Dave Fairman (name of person whose signature is being notarized) as the salesmanager (title) of McKibben PowerSports of Lake Placid (name of corporation/entity), personally known ✓, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public State of Florida
Tiffany M Allen
My Commission GG 913224
Expires 09/15/2023

Notary Public

My Commission Expires: 09/15/2023
NOTARY SEAL ABOVE

Tiffany M. Allen
Printed Name

[END OF E-VERIFY FORM]

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Bay)

Dave Farina being, first duly sworn, deposes and says that he is Dave Farina, of McKibben Powersports of Lake Placid, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Dave F
Affiant

Sworn to and subscribed before me this 20th day of October, 2021.

Tiffany M. Allen
Notary Public

Tiffany M. Allen
Printed Name

CONFLICT OF INTEREST STATEMENT

Check one:

[✓] To the best of our knowledge, the undersigned Bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

[ ] The undersigned Bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Bidder who is also an officer or employee of the City or of its agencies.

LITIGATION STATEMENT

Check One:

[✓] The undersigned Bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned Bidder, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: McKibben Powersports of Lake Placid

SIGNATURE: Dave Farina

NAME: Dave Farina

TITLE: sales manager

DATE: October 20, 2021

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB22-22 - PD All Terrain Vehicles

10/29/2021

1:00 PM

	CONTRACTOR/VENDOR	AMOUNT	ESTIMATED DELIVERY DATE	BID FORM	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1	McKibben Powersports	43,765.00	65 days	✓	✓	✓	✓	✓	✓
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Administration	November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve staff's ranking of respondents to the City's request for qualifications for continuing architectural services.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Attractive Community

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff publicly advertised for continuing professional architectural services on September 20, 2021. Four responses to the Request for Qualifications (RFQ) were opened on October 25, 2021 and all were deemed to be responsive to the City's request. A committee was formed to evaluate the responses comprised of the following staff:

Holly White, Assistant City Manager
Mel Leonard, Building and Planning Director
Kelly Jenkins, Public Works Director
Mark Shaeffer, Utilities Director
Marcie Douglas, Utilities Engineer II

The committee independently scored each respondent using pre-established criteria and elements which were established in the RFQ. The committee then met to collectively discuss their individual thoughts on each proposal. City Purchasing Manager, Tina Kunst, attended the meeting and took notes regarding the ensuing discussion and summarized the individual scoring sheets prepared by each committee member. Each committee members individual scoring sheets are included in your agenda packet as well as the summary sheet which reflects the aggregate score of each respondent.

Each respondent was ranked based upon total score and and average of first place votes, second place votes, etc. The two approaches yielded two different results leading to continued discussion by the committee. The committee determined that averaging first, second, etc. place results resulted in a fairer, more representative result than simply using total score because such an approach eliminates outlying scores which could significantly skew the results. Per the RFQ issued by the City, the intent was to enter into non-exclusive agreements with two or more firms. Specific task authorizations for proposed projects will be negotiated and approved by the City on an as-needed basis. Individual task orders are anticipated to be issued on a rotational basis between both firms with consideration being given for balancing total City project workload annually. STAFF RECOMMENDS Council approval of the following ranking for professional architectural services and direction to staff to develop Master Services Agreements (MSAs) for the top two ranked firms.

Recommended ranking:

1 DAG Architects
2 Goodwyn Mills Cawood (GMC)
3 JRA Architects
4 VBA Designs

Res [illegible] ofessional Architectural Services.pdf RFQ [illegible] mary and Sheets.pdf	***CITY OF PANAMA CITY BEACH***

RESOLUTION NO. 22-34

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE CONTINUING SERVICES AGREEMENTS FOR PROFESSIONAL ARCHITECTURAL SERVICES.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for general professional architectural services (PCB22-02 RFQ 11); and

WHEREAS, four firms responded to the RFQ; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications and found all to be responsive; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked DAG and GMC No.1 and 2 for purposes of entering negotiations for satisfactory contracts for this work.

BE IT RESOLVED, that appropriate officers of the City are authorized and directed to attempt to negotiate a Master Services Agreement for Professional Architectural Services with two of the Firms in the following order of ranking:

First -	DAG Architects
Second-	Goodwyn Mills Cawood (GMC)
Third-	JRA Architects
Fourth-	VBA Designs

and to return the negotiated Agreements to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

PCB22-02.11 - RFQ **Architectural Services**
Professional Services Contracts

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		DAG	Goodwyn Mills	JRA	VBA
	PER PERSON	TOTAL				
Project Team Organization and Experience	25	125	110	115	115	90
Design Management	25	125	105	107.5	97.5	92.5
Knowledge and Availability	10	50	48	31	48	39
Demonstrated Design Experience	35	175	161	136.5	147	133
References	5	25	21.5	20	15.5	14
	100	**500**	**446**	**410**	**423**	**369**

Ranking based upon overall scores

1	DAG
2	JRA
3	GMC
4	VBA

			Ranked by Committee Members				
Individual Ranks							
1	DAG	3	1	2	1	2	1.8
2	GMC	1	4	1	3	1	2
3	JRA	2	2	3	2	3	2.4
4	VBA	4	3	3	4	4	3.6

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ #11 Professional Architectural Services

Firm: CMC

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1.0	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1.0	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		0.5			10	5
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			0.8		35	28
V. References				1.0	5	5

TOTAL 88

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ #11 Professional Architectural Services

Firm: JRA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1.0	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			0.8		35	28
V. References		0.5			5	2.5

TOTAL 85.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

RFQ #11 Professional Architectural Services

Firm: DAG

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			0.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			0.8		35	28
V. References			0.8		5	4

TOTAL 82

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ #11 Professional Architectural Services

Firm: VBA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.		0.5			25	12.5
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			0.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			0.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		0.5			35	17.5
V. References		0.5			5	2.5

TOTAL 60.5

Panama City Beach, Florida – Request for Qualifications

512

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: DAG

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1.0	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References		.5			5	2.5

TOTAL 92.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: JRA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1.0	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References		.5			5	2.5

TOTAL 87.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: VBA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1.0	35	35
V. References		.5			5	2.5

TOTAL 85.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: GMC

Kelly Gisler

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			.8		35	28
V. References		.5			5	2.5

TOTAL 78.5

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: GMC

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			.8		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1	35	35
V. References				1	5	5

Marcie Douglas

TOTAL 98

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: DAG

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1	35	35
V. References				1	5	5

MARCIE DOUGLAS

TOTAL 95

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: JRA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				1	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				1	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			.8		35	28
V. References			.8		5	4

Marcie Douglas

TOTAL 92

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts

Firm: VBA

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			.8		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			.8		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				1	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				1	35	35
V. References			.8		5	4

Marcie Douglas

Mi Douglas

TOTAL 89

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts

rm: DAG

Mark Shaffer

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			X		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				X	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.				X	35	35
V. References				X	5	5

TOTAL **90**

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ 11

rm: JRA

Mark Shaffer

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.		X			25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.				X	10	10
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			X		35	28
V. References		X			5	2.5

TOTAL **73.0**

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ 11

rm: GMC

Mark Sheffield
Mark Sh/l —

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.			X		25	20
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.		X			25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.	X				10	2
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		X			35	17.5
V. References		X			5	2.5

TOTAL **54.5**

Panama City Beach, Florida – Request for Qualifications

FQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ 11

rm: VBA Design

Mark Sheffler

Mark Sh

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.		X			25	12.5
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.		X			25	12.5
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.		X			10	5
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.		X			35	17.5
V. References	X				5	1.0

TOTAL **48.5**

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ-11 Architects

Firm: GMC MEL LEONARD

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				✓	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.				✓	25	25
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			✓		35	28
V. References				✓	5	5

TOTAL 91

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ-11 Architects

Firm: DAG MEL Leonard

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				✓	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			✓		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			✓		35	28
V. References				✓	5	5

TOTAL 86

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ-11 Architects

Firm: JRA

MEL LEONARD

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				✓	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			✓		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			✓		35	28
V. References			✓		5	4

TOTAL 85

Panama City Beach, Florida – Request for Qualifications

RFQ# and Title: PCB22-02 RFQ Professional Service Contracts RFQ-11 Architects

Firm: VBA Mer Leonard

	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization and Experience Professional qualifications of staff personnel and their tenure. Capacity of assigned and identified staff to accomplish work.				✓	25	25
II. Design Management Project management plan that addresses: • Coordination of various disciplines. • Project cost control methods during design phase • Quality Assurance methods. • Demonstrated ability to meet budget requirements.			✓		25	20
III. Knowledge and Availability Knowledge and experience with Panama City Beach and project area. Availability of technical support staff.			✓		10	8
IV. Demonstrated Design Experience Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.			✓		35	28
V. References			✓		5	4

TOTAL 85

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
David Campbell, Community Redevelopment Agency	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the resolution authorizing staff to negotiate with the two top ranked firms for professional Construction Engineering and Inspection Services for Front Beach Road CRA Segments 4.1, 4.2, 4.3, Powell Adams Road Segment 2 and Powell Adams Road intersection in Segment 4.1.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: N/A
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Transportation

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff openly solicited Statements of Qualification from all engineering firms interested in performing CEI services for Front Beach Road CRA Segments 4.1, 4.2, 4.3, Powell Adams Road Segment 2 and Powell Adams Road intersection in Segment 4.1. Four firms responded, Atkins, DRMP, Mott MacDonald and Anchor CEI. Five members of the engineering staff reviewed and ranked the Statements of Qualifications where Atkins was ranked first and Mott MacDonald was ranked second. Staff is seeking Council authorization to negotiate a fee proposal for a CEI contract with the top two firms.

Res 22-35.CRA CEI Ranking Firms.pdf
RFQ Scoring Summary and Score Sheets CRA CEI.pdf

RESOLUTION NO. 22-35

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE CONTINUING PROFESSIONAL SERVICES AGREEMENTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR FRONT BEACH ROAD SEGMENTS 4.2, 4.2, 4.3, POWELL ADAMS SEGMENT 2 AND POWELL ADAMS/FRONT BEACH ROAD SEGMENT 4.1 INTERSECTION IMPROVEMENT PROJECTS.

WHEREAS, the City has solicited statements of qualifications from firms or individuals for CEI services for the Front Beach Road Segment 4.1, 4.2, 4.3, Powell Adams Segment 2, and Powell Adams/Front Beach Road Segment 4.1 Intersection Improvement Projects; and

WHEREAS, four firms responded to the RFQ; and

WHEREAS, a five member evaluation committee individually reviewed the statements of qualifications; and

WHEREAS, based on the evaluations of the statements of qualifications, the committee ranked Atkins and Mott MacDonald No.1 and 2 for purposes of entering negotiations for satisfactory contracts for this work.

BE IT RESOLVED that the appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for Construction Engineering and Inspection (CEI) services related to the City's Front Beach Road and Powell Adams Improvement Projects with two of the Firms in the following order of ranking:

First -	Atkins
Second -	Mott MacDonald
Third -	DRMP
Fourth -	Anchor CEI

and to return the negotiated Agreements to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

CRA CEI Services

Per the RFQ, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

CRITERIA ELEMENTS	POINTS AVAILABLE		Anchor CEI	Mott MacDonald	DRMP	Atkins
	PER PERSON	TOTAL				
EEO Capabilities	30	150	107	122.5	127	126
Organization and Staff	25	125	85.5	104	91	105
Firm and References	30	150	103	123	114	131
Availability of Workload	15	75	60	59	59	62
TOTAL SCORE	**100**	**500**	**356**	**409**	**391**	**424**

Ranking based upon overall scores

1	Atkins
2	Mott Macdonald
3	DRMP
4	Anchor CEI

PCB21-10 RFQ

Scoring Sheet

Evaluator: Sarvan Patel. Dept: Utilities

Date: 10/29/21 Company Name: Atkins

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	18
2	Organization and Staffing	0-25	18
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	20
5	Availability of workload and willingness to meet time requirement	0-15	8

TOTAL POINTS:100
Points 64

PCB21-10 RFQ

Scoring Sheet

Evaluator: Savan Patel Dept: Utilities Department

Date: 10/29/21 Company Name: Anchor CEI

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	15
2	Organization and Staffing	0-25	12.5
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	16
5	Availability of workload and willingness to meet time requirement	0-15	7

TOTAL POINTS:100
Points 50.5

PCB21-10 RFQ

Scoring Sheet

Evaluator: Savan Patel. Dept: Utilities

Date: 10/29/21. Company Name: Mott MacDonald

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	14.5
2	Organization and Staffing	0-25	16
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	15
5	Availability of workload and willingness to meet time requirement	0-15	8

TOTAL POINTS:100
Points 53.5

PCB21-10 RFQ

Scoring Sheet

Evaluator: Savan Patel Dept: Utilities

Date: 10/29/21 Company Name: DRMP

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	20
2	Organization and Staffing	0-25	16
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	15
5	Availability of workload and willingness to meet time requirement	0-15	7

TOTAL POINTS: 100 Points

58

PCB21-10 RFQ

Scoring Sheet

Evaluator: DAVID CAMPBELL Dept: CRA

Date: 10-29-21 Company Name: Atkins

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	25
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	30
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 100

David A Campbell
10-29-21

PCB21-10 RFQ

Scoring Sheet

Evaluator: DAVID CAMPBELL Dept: CRA

Date: 10-29-21 Company Name: DRMP

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	23
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	25
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 93

David O. Campbell
10-29-21

PCB21-10 RFQ

Scoring Sheet

Evaluator: DAVID CAMPBELL Dept: CRA

Date: 10-29-21 Company Name: Mott MacDonald

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	20
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	28
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS: 100
Points 93

David A Campbell
10-29-21

PCB21-10 RFQ

Scoring Sheet

Evaluator: DAVID CAMPBELL Dept: CRA

Date: 10-29-21 Company Name: Anchor CEI

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	20
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	25
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 90

David A. Campbell 10-29-21

PCB21-10 RFQ

Scoring Sheet

Evaluator: Don Churchwell Dept: Public Works

Date: 10/29/21 Company Name: Atkins

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	20
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	30
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 95

10/29/21

PCB21-10 RFQ

Scoring Sheet

Evaluator: Dan Churchwell Dept: Public Works

Date: 10/29/21 Company Name: Anchor CEI

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	15
2	Organization and Staffing	0-25	20
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	15
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 65

10/29/21

PCB21-10 RFQ

Scoring Sheet

Evaluator: Jon Churchwell Dept: Public Works

Date: 10/29/21 Company Name: Mott MacDonald

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	25
2	Organization and Staffing	0-25	22
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	28
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS:100
Points 87

10/29/21

PCB21-10 RFQ

Scoring Sheet

Evaluator: Don Churchwell Dept: Public Works

Date: 10/29/21 Company Name: DRMP

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	30
2	Organization and Staffing	0-25	20
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	28
5	Availability of workload and willingness to meet time requirement	0-15	15

TOTAL POINTS:100
Points 93

10/29/21

PCB21-10 RFQ

Scoring Sheet

Evaluator: Jeff Crisler Dept: Utils

Date: 10/27/21 Company Name: Mott MacDonald

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	28
2	Organization and Staffing	0-25	23
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	27
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS: 100
Points 90

PCB21-10 RFQ

Scoring Sheet

Evaluator: Jeff Crisler Dept: Utils

Date: 10/27/21 Company Name: Atkins

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	27
2	Organization and Staffing	0-25	21
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	25
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS: 100
Points 85

PCB21-10 RFQ

Scoring Sheet

Evaluator: Jeff Cigle Dept: Util

Date: 10/27/21 Company Name: DRMP

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	27
2	Organization and Staffing not enough in-house, lots of diff subs	0-25	22
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	26
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS: 100

Points 87

PCB21-10 RFQ

Scoring Sheet

Evaluator: J. Cisle Dept: Utils

Date: 10/27/21 Company Name: Anchor CEI

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	26
2	Organization and Staffing	0-25	22
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	25
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS:100
Points 85

PCB21-10 RFQ

Scoring Sheet

Evaluator: Wyatt Rothwell Dept: Public Works

Date: 10/29/21 Company Name: Atkins

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	21
2	Organization and Staffing	0-25	21
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	26
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS: 100
Points 80

PCB21-10 RFQ

Scoring Sheet

Evaluator: Wyatt Rothwell Dept: Public Works

Date: 10/29/21 Company Name: Anchor CEI

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	21
2	Organization and Staffing	0-25	11
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	22
5	Availability of workload and willingness to meet time requirement	0-15	11

TOTAL POINTS:100
Points 65

PCB21-10 RFQ

Scoring Sheet

Evaluator: Wyatt Rothwell Dept: Public Works

Date: 10/29/21 Company Name: Mott MacDonald

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	25
2	Organization and Staffing	0-25	23
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	25
5	Availability of workload and willingness to meet time requirement	0-15	12

TOTAL POINTS: 100
Points 85

PCB21-10 RFQ

Scoring Sheet

Evaluator: Wyatt Rothwell Dept: Public Works

Date: 10/29/21 Company Name: DRMP

		POINT RANGE	POINTS ASSIGNED
1	EEO Capabilities – Demonstration of past experience with FDOT Projects	0-30	20
2	Organization and Staffing	0-25	10
4	Firm and References – Demonstrate experience with similar projects and submit staff resumes	0-30	20
5	Availability of workload and willingness to meet time requirement	0-15	10

TOTAL POINTS: 100 Points

60

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
David Campbell, Community Redevelopment Agency	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the resolution authorizing the payment of attorneys and experts fees for Express Lane.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: N/A
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Transportation

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

It was necessary to acquire by eminent domain the property located at the "Y" for the purpose of improving the intersection for the State Road 79/Front Beach Road Segment 3 project. The City is required by Florida Statutes to make payment of experts and attorneys fees and costs arising from the City's acquisition of this land, which payment the City has negotiated with the attorney and experts for Express Lane, the tenant of Tote Holdings, LLC, in the total amount of $220,500.

Res 22-36.Fees for Express Lane.pdf

RESOLUTION NO. 22-36

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PAYMENT OF ATTORNEYS AND EXPERTS FEES FOR EXPRESS LANE IN THE TOTAL AMOUNT OF $220,500.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City the necessary documents to accomplish, direct and require the City's payments of the following amounts in settlement of attorney and expert witness fees and costs arising from the City's acquisition of land from TOTE HOLDINGS, LLC, et al, for the State Road 79/Front Beach Road Segment 3 Project, Case No. 20201265CA, as follows:

Shutts & Bowen, LLP (Attorney for Express Lane)	$175,000
Landon, Moree & Associates (Engineer for Express Lane)	$16,500
Calhoun, Collister & Parham (appraiser for Express Lane)	$29,000
TOTAL	$220,500

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	November 10, 2021

3. REQUESTED MOTION/ACTION:

Request Council approval to accept ownership of the developer-constructed sewer facilities associated with the Tyde Apartment/PC180 Holdings, LLC development and execute a revenue certificate in the amount of $259,865.62 payable from 25% of the impact fees collected by the City from future connections to this wastewater system extension.

4. AGENDA:	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** No Detailed Budget Amendment Attached: N/A
REGULAR AGENDA - DISCUSSION ITEMS	***6. IDENTIFY STRATEGIC PRIORITY:*** Economic Development Quality of Life N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The developer of the Tyde Apartment/PC180 Holdings, LLC complex on Clara Avenue north of Panama City Beach Parkway constructed an extension of the City's sanitary sewer system including a sewage pumping (lift) station to serve this new development. Additional capacity above that needed for the Tyde Apartment complex was designed into these facilities to serve future growth in the area immediately surrounding this development. As this utility addition has value to the City in serving other future development, it qualifies for the City's revenue certificate program. These improvements have been constructed, tested and released for service. City staff have reviewed the construction costs for this work and finds the established value consistent with market conditions. Staff recommends approval of this resolution and the execution of a revenue certificate for potential repayment from future connections that may occur within the term of the Certificate.

Res 22-37.PC180 Holdings.Revenue Certificate.pdf
PC180 Holdings LLC.Revenue Certificate.docx
20211101 BOS- PC180.docx

RESOLUTION NO. 22-37

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM PC180 HOLDINGS, LLC, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED $259,865.62 PAYABLE SOLELY FROM TWENTY-FIVE PERCENT (25%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

That in consideration of the transfer of the following described facilities to the City by PC180 HOLDINGS, LLC, a Florida limited liability company, whose address is 4705 Hamilton Mill Road, Suite 300, Buford, GA 30518, receipt whereof is hereby acknowledged, to wit,

> Sanitary sewer improvements shown on the plans on file with the City Engineering Department titled "The Tyde Clara Avenue" prepared by McNeil Carroll Engineering, Inc., dated _____, Project No. 1337.01, consisting of approximately 33 linear feet of 10-inch gravity sewer main and terminal manhole located adjacent to the Clara Avenue right of way, together with a sewer lift station and approximately 95' of 8-ince force main pipe from said lift station to the existing 10-inch force main on the east side of Clara Avenue, and associated appurtenances. Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of the improvements listed herein are referred to herein as the "Personalty."

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to the said PC180 HOLDINGS, LLC, that certain sewer revenue certificate of even date in an amount not to exceed Two Hundred Fifty Nine Thousand, Eight Hundred Sixty Five Dollars and Sixty Two Cents ($259,865.62) with no interest thereon, payable solely from twenty-five percent (25%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2021), or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation authorized hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge

of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from twenty-five percent (25%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before twenty (20) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

This certificate is registered with the City Clerk of the City of Panama City Beach, Florida, in the name of the payee and is not transferable except on the books of the City at City Hall.

PANAMA CITY BEACH, FLORIDA

_____, 2021

REVENUE CERTIFICATE
202__-___

THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, for value received, promises to pay to the order of PCB HOLDINGS, LLC, a Florida limited liability company, whose address is 4705 Hamilton Mill Road, Suite 300, Buford, GA 30518, hereinafter called "Lender" at the times and in the amounts hereinafter stated, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the sum of Two Hundred Fifty Nine Thousand, Eight Hundred Sixty Five Dollars and Sixty Two Cents ($259,865.62) lawful money of the United States of America, with no interest thereon, payable solely from twenty-five percent (25%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2005), or similar ordinance superseding same, for sewer connections made to those certain sewer facilities financed hereby and generally described as follows, to wit,

> Sanitary sewer improvements shown on the plans on file with the City Engineering Department titled "The Tyde Clara Avenue" prepared by McNeil Carroll Engineering, Inc., dated _____, Project No. 1337.01, consisting of approximately 33 linear feet of 10-inch gravity sewer main and terminal manhole located adjacent to the Clara Avenue right of way, together with a sewer lift station and approximately 95' of 8-ince force main pipe from said lift station to the existing 10-inch force main on the east side of Clara Avenue, and associated appurtenances. Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of the improvements listed herein are referred to herein as the "Personalty."

Repayment shall be made at City Hall, City of Panama City Beach, Florida, in installments equal to twenty-five percent (25%) of such Impact Fees collected from time to time if and when such collections are made. Each installment shall be due within thirty (30) days after such fees are collected by the City.

This Revenue Certificate is issued by the City of Panama City Beach, Florida, pursuant to Chapter 70-874, Laws of Florida, Special Acts of 1970, as amended, Florida Statutes Chapter 166, and other applicable provisions of the laws of Florida.

Lender may at law or in equity by suit, action, mandate, or other proceedings in any court of competent jurisdiction protect and enforce its rights, including the appointment of a receiver, existing under the Laws of Florida or this Certificate, and may compel the performance of all duties required by law to be performed by the City or any officer thereof. There shall be added to the debt secured hereby all costs of collection, including a reasonable attorney's fee. Nothing herein, however, shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation evidenced hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The exercise of ad valorem taxing power may not be compelled to pay this Revenue Certificate.

The lien and pledge of this Revenue Certificate is inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the pledge hereof shall be inferior and subordinate to the lien and pledge of any future water or sewer revenue bond, or both, which may be issued by the City, and the holder of this Certificate agrees to subordinate the lien hereof to any future water or sewer, or both, revenue bonds which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under this Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded.

THIS CERTIFICATE SHALL BE PAYABLE SOLELY FROM TWENTY-FIVE PERCENT (25%) OF COLLECTED IMPACT FEES DESCRIBED HEREIN; IN THE EVENT INSUFFICIENT CONNECTIONS ARE MADE OR THE CITY IS UNABLE THROUGH REASONABLE DILIGENCE TO COLLECT SUFFICIENT IMPACT FEES TO SATISFY THIS CERTIFICATE ON OR BEFORE TWENTY (20) YEARS FROM DATE, THIS CERTIFICATE SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

DATED this _____ day of _____, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Drew Whitman, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

APPROVED AS TO FORM:

_____
Amy E. Myers, City Attorney

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that PC180 HOLDINGS, LLC, a Florida limited liability company whose address is 4705 Hamilton Mill Road, Suite 300, Buford, GA 30518, ("Seller"), for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

1. Approximately 33 feet' of 10-inch gravity sewer main and terminal manhole north of the south property line of the PCB180 HOLDINGS, LLC property to the lift station to be dedicated to City of Panama City Beach located at the north end of the improved Clara Avenue.

2. A sewer lift station with connected appurtenances and associated enclosure fence, located in Section 22, Township 3, Range 16 West, Bay County, Florida, together with approximately 95 feet of 8 inch force main pipe from said lift station to existing 10" force main on east side of Clara Avenue.

Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND each Seller does, for itself, covenant to and with the Buyer that Sellers collectively are or represent all of the lawful owners of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that each Sellers has good right and lawful authority to sell the Personalty; and that each Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND each Seller represents and warrants to the Buyer that, to its present knowledge the Personalty is free from defects in material and workmanship, and that Seller is not presently aware of any facts or circumstances which would cause a prudent wastewater operator to investigate whether a defect in material or workmanship exists. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein, including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Sellers make no implied warranties.

DATED this _____ day of _____, 20__.

Signed, sealed & delivered

in the presence of: [ ]

_____
Print Name_____

PC180 HOLDINGS, LLC,
a Florida limited liability company

_____
By: Brett Clark
Its: Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of the corporation, who: (notary **must** check applicable line)
_____ is personally known to me.
_____ produced a current driver's license as identification.

_____
Notary Public
My Commission Expires:
_____

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	November 10, 2021

3. REQUESTED MOTION/ACTION:

Request Council approval to accept ownership of the developer-constructed sewer facilities associated with the Tyde Apartment development and execute a revenue certificate in the amount of $116,090.92 payable from impact fees collected by the City for future connections to this wastewater system extension.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
Quality of Life
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The developer of the Tyde Apartment complex on Clara Avenue north of Panama City Beach Parkway constructed an extension of the City's sanitary sewer system to serve this new development. Additional capacity above that needed for the Tyde Apartment complex was designed into the sewer extension to serve future growth south and east of this development. As this utility extension has value to the City in serving other future development, it qualifies for the City's revenue certificate program. These improvements have been constructed, tested and released for service. City staff have reviewed the construction costs for this work and finds the established value consistent with market conditions. Staff recommends approval of this resolution and the execution of a revenue certificate for potential repayment from future connections that may occur within the term of the certificate.

Res 22-38.Tyde Apartments.Revenue Certificate.pdf
20210901 BOS Tyde Apartments.docx
Tyde Apartments.Revenue Certificate.pdf

RESOLUTION NO. 22-38

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING CERTAIN SEWER FACILITIES FROM THE TYDE APARTMENTS, LLC, AND IN CONSIDERATION THEREFOR AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE IN AN AMOUNT NOT TO EXCEED $116,551.84 PAYABLE SOLELY FROM TWENTY-FIVE PERCENT (25%) OF IMPACT FEES COLLECTED BY THE CITY OF PANAMA CITY BEACH FOR SEWER UTILITY CONNECTIONS MADE TO THOSE SAME, CERTAIN FACILITIES, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

That in consideration of the transfer of the following described facilities to the City by The Tyde Apartments, LLC, whose address is 3060 Peachtree Road, NW Suite 970, Atlanta, GA 30305, receipt whereof is hereby acknowledged, to wit,

> Approximately 296 feet of 10-inch and 1,051 feet of 8-inch gravity sanitary sewer main and 8 manholes running north-south along the eastern property line of the Tyde Apartments to a point of connection at the northern end of the improved Clara Avenue Right of Way, together with all connecters, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

The City does hereby issue and the appropriate officers and staff thereof are authorized to execute and deliver to The Tyde Apartments, LLC, that certain sewer revenue certificate of even date in an amount not to exceed One Hundred Sixteen Thousand, Five Hundred Fifty One Dollars and Eighty Four Cents ($116,551.84) with no interest thereon, payable solely from twenty-five percent (25%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2021), or similar ordinance superseding same, for connections made to those certain sewer facilities described above.

Nothing herein shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation authorized hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a

pledge of the special funds as herein provided. The lien and pledge securing said Certificate shall be inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the holder of the Certificate authorized hereby shall agree to subordinate, at any time requested by the City, the lien and pledge hereof to any future water or sewer, or both, revenue bond which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under the Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded. The certificate authorized hereby shall be payable solely from twenty-five percent (25%) of collected Impact Fees described herein; in the event insufficient connections are made or the City is unable through reasonable diligence to collect sufficient Impact Fees to satisfy the certificate on or before twenty (20) years from date, these certificates shall be void and of no further force and effect.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that THE TYDE APARTMENTS, LLC, a Georgia limited liability company whose address is 3060 Peachtree Road, NW Suite 970, Atlanta, Georgia 30305 ("Seller"), for and in consideration of the sum of Ten and no/100's Dollars, lawful money of the United States, to it paid by THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, duly organized and validly existing under the laws of the State of Florida ("Buyer"), whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the Buyer, the following goods and chattels:

> Approximately 296 feet of 10-inch and 1,051 feet of 8-inch gravity sanitary sewer main and 8 manholes running north-south along the eastern property line of the Tyde Apartments to a point of connection at the northern end of the improved Clara Avenue Right of Way.Collectively, the foregoing, together with the miscellaneous items and equipment affixed to and made a permanent part of those improvements, are referred to as the "Personalty."

TO HAVE AND TO HOLD the same unto the Buyer, Buyer's successors and assigns forever.

AND each Seller does, for itself, covenant to and with the Buyer that Sellers collectively are or represent all of the lawful owners of the Personalty; that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that each Sellers has good right and lawful authority to sell the Personalty; and that each Seller does warrant and defend the sale of the Personalty to the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND each Seller represents and warrants to the Buyer that, to its present knowledge the Personalty is free from defects in material and workmanship, and that Seller is not presently aware of any facts or circumstances which would cause a prudent wastewater operator to investigate whether a defect in material or workmanship exists. The warranties stated above are expressly in lieu of all other warranties not expressly stated herein, including the warranties of quality, productiveness, and fitness for a particular purpose. Except as expressly stated herein, Sellers make no implied warranties.

DATED this _____ day of _____, 20__.

Signed, sealed & delivered
in the presence of: [ ]

_____
Print Name_____

SELLER

THE TYDE APARTMENTS, LLC,

a Georgia limited liability company

By: Mesa Tyde Apartments Manager, LLC,
a Georgia limited liability company, its Manager

By: Mesa Capital Manager, LLC,
a Georgia limited liability company, its Manager

By: Mesa Capital Partners, LLC,
a Georgia limited liability company, its Manager

By:_____
Name:_____
Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of the corporation, who: (notary **must** check applicable line)
_____ is personally known to me.
_____ produced a current driver's license as identification.

_____
Notary Public
My Commission Expires:
_____

This certificate is registered with the City Clerk of the City of Panama City Beach, Florida, in the name of the payee and is not transferable except on the books of the City at City Hall.

PANAMA CITY BEACH, FLORIDA

_____, 2021

REVENUE CERTIFICATE
202___-___

THE CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, for value received, promises to pay to the order of The Tyde Apartments, LLC, whose address is 3060 Peachtree Road, NW Suite 970, Atlanta, Georgia 30305, hereinafter called "Lender" at the times and in the amounts hereinafter stated, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, the sum of One Hundred Sixteen Thousand, Five Hundred Fifty One Dollars and Eighty Four Cents ($116,551.84), lawful money of the United States of America, with no interest thereon, payable solely from twenty-five percent (25%) of Impact Fees collected by the City of Panama City Beach under Article III, Chapter 23, Panama City Beach Code of Ordinances (2021), or similar ordinance superseding same, for sewer connections made to those certain sewer facilities financed hereby and generally described as follows, to wit,

> Approximately 296 feet of 10-inch and 1,051 feet of 8-inch gravity sanitary sewer main and 8 manholes running north-south along the eastern property line of the Tyde Apartments to a point of connection at the northern end of the improved Clara Avenue Right of Way, together with all connecters, appurtenances, valves, fittings, etc. necessary to make the force main a complete and operational extension of the City sewer system.

Repayment shall be made at City Hall, City of Panama City Beach, Florida, in installments equal to twenty-five percent (25%) of such Impact Fees collected from time to time if and when such collections are made. Each installment shall be due within thirty (30) days after such fees are collected by the City.

This Revenue Certificate is issued by the City of Panama City Beach, Florida, pursuant to Chapter 70-874, Laws of Florida, Special Acts of 1970, as amended, Florida Statutes Chapter 166, and other applicable provisions of the laws of Florida.

Lender may at law or in equity by suit, action, mandate, or other proceedings in any court of competent jurisdiction protect and enforce its rights, including the appointment of a receiver, existing under the Laws of Florida or this Certificate, and may compel the performance of all duties required by law to be performed by the City or any officer thereof. There shall be added to the debt secured hereby all costs of collection, including a reasonable attorney's fee. Nothing herein, however, shall be construed as a conveyance or mortgage of the City's facilities or property or any part thereof or any interest therein, nor is the obligation evidenced hereby a general obligation or indebtedness of the City or "bonds" within the meaning of Section 12, Article VII, of the Constitution of Florida, but shall be payable solely from and secured by a lien upon or a pledge of the special funds as herein provided. The exercise of ad valorem taxing power may not be compelled to pay this Revenue Certificate.

The lien and pledge of this Revenue Certificate is inferior and subordinate to the lien and pledge, if any, of all currently outstanding water and sewer revenue bonds of the City of Panama City Beach, Florida. In addition, the pledge hereof shall be inferior and subordinate to the lien and pledge of any future water or sewer revenue bond, or both, which may be issued by the City, and the holder of this Certificate agrees to subordinate the lien hereof to any future water or sewer, or

both, revenue bonds which may be issued by the City, provided that any such future revenue bond shall not prohibit payment of any sum due under this Certificate whenever said bond shall not be in default and every debt reserve fund, renewal or replacement fund, or other fund of any nature required thereby shall be fully funded.

THIS CERTIFICATE SHALL BE PAYABLE SOLELY FROM TWENTY-FIVE PERCENT (25%) OF COLLECTED IMPACT FEES DESCRIBED HEREIN; IN THE EVENT INSUFFICIENT CONNECTIONS ARE MADE OR THE CITY IS UNABLE THROUGH REASONABLE DILIGENCE TO COLLECT SUFFICIENT IMPACT FEES TO SATISFY THIS CERTIFICATE ON OR BEFORE TWENTY (20) YEARS FROM DATE, THIS CERTIFICATE SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

DATED this _____ day of _____, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, City Manager

ATTEST:

_____
Lynne Fasone, City Clerk

APPROVED AS TO FORM:

_____
Amy E. Myers, City Attorney

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Mark Shaeffer, Utilities	November 10, 2021

3. REQUESTED MOTION/ACTION:

Staff requests Council approval to award the construction contract for this project to Marshall Brothers Construction & Engineering Inc., in the amount of $2,043,910.00 based upon submittal of the lowest responsive bid. Approval of the use of tax savings from City purchased materials is also requested for contingencies including unforeseen conditions. Enclosed is a completed Agreement for Council review should they agree with the recommendation.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Economic Development

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In order to further expand and increase the availability of the City's reclaimed water utility to reduce potable water use in our franchise area, the City has planned an eastward extension of a primary reclaimed water main from along Panama City Beach Parkway from just east of its intersection with Breakfast Point Boulevard to Cauley Avenue. Through this extension, reclaimed water will be available for irrigating the County Sports Complex and other current and future development along the main. In order to secure funding for this project, the City applied for and received a grant from the Northwest Florida Water Management District in the amount of $494,900.00. Bid documents for the needed relocation were prepared and advertised with provisions for alternate bids using both PVC and ductile iron pipe and deductive amounts for additional contract completion times. Three bids were received on Oct 22, 2021 with Marshall Brothers Construction & Engineering, Inc. submitting the lowest responsive bid. Attached are the tabulation of bids, the bids received and a proposed agreement for this work. Currently, there are supply chain issues with PVC pipe and many bidders have indicated they cannot make the 240 day Base Bid contract schedule. The low bidder has offered a deductive amount of $58,500.00 for an additional 120 days in the contract completion schedule for the PVC pipe bid option. Even with this additional time, they have expressed concern in being able to get the pipe in a timely fashion. They indicate that ductile iron pipe is currently a more reliable pipe option and are confident they can meet the 360 day contract timeframe if not sooner at the lower bid price of $2,043,910.00. There are also some additional potential savings if we are able to find areas where the specified polyethylene wrap and additional restraints can be eliminated in the ductile iron pipe design.

20211102 RES Reuse project v2.pdf
Marshall Bros. Parkway Reuse Agreement.pdf
PCB21-25 Tabulation Sheet.pdf
DOC10_28_21_16_39_02.pdf

RESOLUTION 22-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC. FOR THE PCB PARKWAY REUSE TRANSMISSION EXTENSION PROJECT IN THE BASIC AMOUNT OF $2,043,910.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that Agreement between the City and Marshall Brothers Construction & Engineering, Inc., relating to the PCB Parkway Reuse Transmission Line Extension Project, in the basic amount of Two Million, Forty Three Thousand, Nine Hundred Ten Dollars and No Cents ($2,043,910.00), 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 special session this ___ day of _____, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

SECTION 00050
AGREEMENT

THIS AGREEMENT is made this _____day of November 2020 by and between **THE CITY OF PANAMA CITY BEACH, FLORIDA**, (hereinafter called "OWNER") and **MARSHALL BROTHERS CONSTRUCTION AND ENGINEERING, INC.**, doing business as a corporation, having a business address of **2305 Transmitter Road, Panama City, Florida 32404** (hereinafter called "CONTRACTOR") , for the performance of the Work (as that term is defined below) in connection with the construction of **ITB PCB21-25 PCB PARKWAY REUSE TRANSMISSION EXTENSION** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Dewberry, Inc. the Engineer of Record (hereinafter called "ENGINEER") and Anchor Consulting Engineering and Inspection, Inc. (ACEI) all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents to **include the Alternative for Ductile Iron Pipe in lieu of Polyvinyl Chloride Pipe** and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR's employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR's sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of the OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents to **include the Added Alternative for Ductile Iron Pipe in lieu of Polyvinyl Chloride Pipe** within 10 calendar days after the date of the Notice to Proceed (NTP) to be issued by OWNER in writing 30 days from the date of this Agreement and will **achieve Substantial Completion of the Work within 330 consecutive Calendar Days of the required commencement date,** except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by the CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions, or **within 30 days of Substantial Completion**.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of **$500.00** for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all Work described in the Contract Documents and comply with the terms therein for the sum of **$2,043,910.00** as detailed in the **BASE BID ITEMS NO. 1 THROUGH 8 AND, ADDITIVE ALTERNATIVE REUSE TRANSMISSION EXTENSION BID ITEMS NO. A.9 THROUGH A.14, AND BASE BID ITEMS NO. 15 THROUGH NO. 22**, within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price"). **The CONTRACTOR agrees to perform all Work associated with Additive Alternative use of Ductile Iron Pipe in lieu of Polyvinyl Chloride Pipe detailed within the Bid Proposal Form submitted by the CONTRACTOR (Alternative Bid Items No. A.9 through A.14). The CONTRACTOR agrees to perform all other Work associated with Base Bid Items (Base Bid Items No. 1 through 8 and 15 through 22).**

5. The term “Contract Documents” means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00801	SUPPLEMENTAL CONDITIONS SCHEDULE
Section 00802	SUPPLEMENTAL CONDITIONS EROSION
Section 00808	SALES TAX EXEMPTION
Section 01046	SPECIAL PROVISIONS
Section 01065	PERMITS AND FEES
Section 01100	SPECIAL PROJECT PROCEDURES
Section 01110	ENVIRONMENTAL PROTECTION
Section 01150	MEASUREMENT AND PAYMENT
Section 01300	SUBMITTALS
Section 01380	CONSTRUCTION PHOTOGRAPHS
Section 01410	TESTING AND LAB SERVICES

Section 01505	MOBILIZATION AND DEMOBILIZATION
Section 01705	PROJECT CLOSE-OUT
Drawings	PREPARED BY ACEI., NUMBERED C0.1 THROUGH C5.5 AND DATED JULY 2021.
Technical Specs	PREPARED BY ACEI AND ISSUED BY DEWBERRY DATED JULY 2021, **CONFORMED NOVEMBER 2021**
Appendix A	E-VERIFY FORM
Appendix B	CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
Appendix C	NON-COLLUSION AFFIDAVIT
Appendix D	CHANGE ORDER FORM
Appendix E	CONSTRUCTION CHANGE DIRECTIVE
Appendix F	NOTICE OF SUBSTANTIAL COMPLETION
Appendix G	**GEOTECHNICAL REPORT**
Addenda:	No. 1: dated September 8, 2021 No. 2: dated September 24, 2021 No. 3: dated October 8, 2021 No. 4: dated October 15, 2021 No. 5: dated October 19, 2021

6. The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the “Agreement”.

7. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement shall be governed by the laws of the State of Florida.

10. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given:

    a. by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or

    b. by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or

    c. by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
ATTENTION: Drew Whitman, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Marshall Brothers Construction and Engineering, Inc.
2305 Transmitter Road
Panama City, Florida 32404
ATTENTION: John M. Marshall, President
E-Mail Address: john.marshall@marshallbrothers.us

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

11. The CONTRACTOR recognizes that the OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by the OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

12. The failure of the OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

13. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

14. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

16. For this Project, the OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Jose A. Pereira P.E., Sr. Associate, Dewberry or his designee Elizabeth S. Moore, PE, President, Anchor CEI, Inc..

17. The CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision.

    This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Except as expressly set forth in this section, in no event shall the OWNER be liable to the CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

18. INSURANCE - BASIC COVERAGES REQUIRED

    a. The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to the OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

    b. These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of the CONTRACTOR under this Agreement are designed to meet the minimum requirements of the OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities. CONTRACTOR alone shall be

responsible to the sufficiency of his/her own insurance program.

c. The CONTRACTOR and the CONTRACTOR's subcontractors and sub-subcontractors shall be solely responsible for all their property, including but not limited to any materials, temporary facilities, equipment, and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR's sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR's subcontracts and its subcontractors' contracts with their sub-subcontractors.

d. The CONTRACTOR's deductibles/self-insured retentions shall be disclosed to the OWNER and are subject to the OWNER's approval. They may be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of the CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by the OWNER.

e. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance, and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

1. The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less tan:

$1,000,000	Limit Each Accident
$1,000,000	Limit Disease Aggregate
$1,000,000	Limit Disease Each Employee

2. The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

3. The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

g. COMMERCIAL GENERAL LIABILITY COVERAGE

1. The CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to: Premises and Operations; Personal Injury; Contractual for this Agreement; Independent Contractors; Broad Form Property Damage; Products and Completed Operation Liability Coverages; and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	$1,000,000 Combined Single Limit Each Occurrence, and
	$2,000,000 Aggregate Limit

2. The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than 3 years following OWNER's final acceptance of the project.

3. The CONTRACTOR shall add the OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by the CONTRACTOR pursuant to the requirements of the Contract Documents.

h. BUSINESS AUTOMOBILE LIABILITY COVERAGE

1. The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR's owned, non-owned, leased, rented, or hired vehicles with limits not less than:

Bodily Injury & Property Damage	$1,000,000 Combined Single Limit Each Accident

i. EXCESS OR UMBRELLA LIABILITY COVERAGE

1. CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and

Employers' Liability Coverages with no gaps in continuity of coverages or limits with the OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $4,000,000 for each occurrence and aggregate as required by OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____

_____
Lynne Fasone, City Clerk

NAME: Drew Whitman
TITLE: City Manager

_____
City Attorney (as to form only)

CONTRACTOR:

MARSHALL BROTHERS CONSTRUCTION AND ENGINEERING, INC.

ATTEST:

BY: _____

_____

NAME: John Marshall
(Please Type)

NAME: _____
(Please Type)

ADDRESS: 2305 Transmitter Road
Panama City, FL 32404

END OF SECTION 00050

CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB21-25 ITB PCB Parkway Reuse Tranmission Extention

10/22/21 12:00pm

	CONTRACTOR/VENDOR	Amount	TRENCH SAFETY ACT	BID BOND	BID PROPOSAL FORM	SALES TAX EXEMPTION	PUBLIC ENTITY CRIMES STATEMENT	DRUG-FREE WORKPLACE	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	E-VERIFY
1	Marshall Brothers	2,043,910.00 2,101,410.00	✓	✓	✓	✓	✓	✓	✓	✓	✓
2	Gulf Coast Utility Cont.	2,935,010.00 3,435,010.00	✓	✓	✓	✓	✓	✓	✓	✓	✓
3	Cleary Construction	2,545,510.00 2,699,510.00	✓	✓	✓	✓	✓	✓	✓	✓	✓
4											
5											
6											
7											
8											
9											
10											
11											
12											

COPY

Attachment C

Revised Section 00030
Bid Proposal Form

to

Addendum No. 4

for the

ITB PCB21-25 PCB PARKWAY
REUSE TRANSMISSION EXTENSION

SECTION 00030
BID PROPOSAL FORM

This proposal of Marshall Brothers Construction & Engineering, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida CONTRACTOR's license number is CGC061335/CUC057306 is hereby submitted to the **CITY OF PANAMA CITY BEACH** (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all work for the **ITB PCB21-25 PCB PARKWAY REUSE TRANSMISSION EXTENSION** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the Contract Documents within 10 calendar days after the Notice to Proceed is issued by OWNER in writing and shall achieve Substantial Completion of the work within **210 calendar days thereafter** (Base Bid) or the number of consecutive calendar days selected in the Alternate Bid thereafter.

Final Completion of the work shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the work is achieved as provided in Section 15 of the General Conditions. BIDDER acknowledges receipt of the following Addenda:

Addendum No. 1: 9/8/2021
Addendum No. 2: 9/24/2021
Addendum No. 3: 10/8/2021
Addendum No. 4: 10/15/2021
Addendum No. 5 10/19/2021

BASE AND ALTERNATIVE BID

BIDDER agrees to perform all the work described in the Contract Documents for the following Base Bid lump sum: $2,101,410.00.

Provide amount deducted from Base Bid Lump Sum amount for adding 30 days to the Contract Duration allowed to achieve Substantial Completion (Contract Time to Substantial Completion = 240 days)	$ 15,000.00
Provide amount deducted from Base Bid Lump Sum amount for adding 60 days to the Contract Duration allowed to achieve Substantial Completion (Contract Time to Substantial Completion = 270 days)	$ 30,000.00
Provide amount deducted from Base Bid Lump Sum amount for adding 90 days to the Contract Duration allowed to achieve Substantial Completion (Contract Time to Substantial Completion = 300 days)	$ 45,000.00
Provide amount deducted from Base Bid Lump Sum amount for adding 120 days to the Contract Duration allowed to achieve Substantial Completion (Contract Time to Substantial Completion = 330 days)	$ 58,500.00

BIDDER has provided an Alternative Bid to include Ductile Iron Piping. If the Alternative Bid is selected by the City, BIDDER agrees to perform all the work described in the Contract Documents to include Ductile Iron Pipe for the following lump sum:

$2,043,910.00.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents according to the schedule on the following page.

ITB PCB21-25 PCB PARKWAY REUSE TRANSMISSION EXTENSION
BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
BASE BID					
GENERAL					
1	Mobilization/Demobilization (Not to exceed 10% of the total base bid)	L.S.	1	$ 210,100.00	$ 210,100.00
2	Bonds and Insurance (Not to exceed 5% of the total base bid)	L.S.	1	$ 105,000.00	$ 105,000.00
3	Hold Harmless	L.S.	1	$ 10.00	$ 10.00
4	Prevention, Control, and Abatement of Erosion and Water Pollution	L.S.	1	$ 7,500.00	$ 7,500.00
5	Maintenance of Traffic	L.S.	1	$ 23,100.00	$ 23,100.00
6	Layout and As-Builts by PLS	L.S.	1	$ 10,500.00	$ 10,500.00
7	Testing Allowance	-	-	$ 10,000	$ 10,000
8	Flushing	L.S.	1	$ 14,700.00	$ 14,700.00
REUSE TRANSMISSION EXTENSION					
9	Furnish and Install 20-inch PVC Reuse Main and Appurtenances	L.S.	1	$ 644,500.00	$ 644,500.00
10	Furnish and Install 16-inch PVC Reuse Main and Appurtenances	L.S.	1	$ 399,600.00	$ 399,600.00
11	Connection of 20-inch PVC Reuse Main to Existing 20-inch Main	L.S.	1	$ 8,400.00	$ 8,400.00
12	Connection of 16-inch PVC Reuse Main to Existing 16-inch Main	L.S.	1	$ 7,500.00	$ 7,500.00
13	Furnish and Install PVC Branch along PVC Reuse Main (20-inch by 12-inch) including 20' of 12" PVC Reuse	L.S.	1	$ 22,800.00	$ 22,800.00
14	Furnish and Install PVC Branch along PVC Reuse Main (16-inch by 12-inch) including 20' of 12" PVC Reuse	L.S.	1	$ 7,200.00	$ 7,200.00
OTHER WORK					
15	20-inch FPVC Directional Drill Reuse Piping	L.S.	1	$ 188,300.00	$ 188,300.00
16	16-inch FPVC Directional Drill Reuse Piping	L.S.	1	$ 248,500.00	$ 248,500.00
17	Remove and Replace Existing Asphalt Driveways	L.S.	1	$ 16,700.00	$ 16,700.00
18	Remove and Replace Existing Concrete Driveways	L.S.	1	$ 13,400.00	$ 13,400.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
BASE BID					
OTHER WORK					
19	Remove and Replace Existing Gravel Driveways	L.S.	1	$ 1,900.00	$ 1,900.00
20	Remove and Replace 24-inch RCP	L.S.	1	$ 32,200.00	$ 32,200.00
21	Right-of-Way Restoration	L.S.	1	$ 100,200.00	$ 100,200.00
22	All other work	L.S.	1	$ 29,300.00	$ 29,300.00
	BASE BID TOTAL LUMP SUM PVC PIPE (SUM OF ITEMS 1-22)				$ 2,101,410.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
ADDITIVE ALTERNATIVE REUSE TRANSMISSION EXTENSION BID ITEMS – DUCTILE IRON PIPE					
A.9	Furnish and Install 20-inch Reuse DI Main with Polywrap and Appurtenances	L.S.	1	$612,000.00	$612,000.00
A.10	Furnish and Install 16-inch Reuse Main DI Main with Polywrap and Appurtenances	L.S.	1	$374,700.00	$374,700.00
A.11	Connection of 20-inch Reuse Main to Existing 20-inch Main	L.S.	1	$ 8,400.00	$ 8,400.00
A.12	Connection of 16-inch DI Reuse Main to Existing 16-inch Main	L.S.	1	$ 7,500.00	$ 7,500.00
A.13	Furnish and Install DI Branch along DI Reuse Main (20-inch by 12-inch)	L.S.	1	$ 22,700.00	$ 22,700.00
A.14	Furnish and Install DI Branch along DI Reuse Main (16-inch by 12-inch)	L.S.	1	$ 7,200.00	$ 7,200.00
	ALT. BID TOTAL LUMP SUM DI PIPE (SUM OF ITEMS 1-8, A.9-A.14,15-22)				$ 2,043,910.00
	Time in Consecutive Calendar Days Required to obtain Final Completion of the project using **DI pipe** following Notice to Proceed			360	Days

NOTES:

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (**Section 00808**) for material at its sole discretion.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.

3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions) including drilled shaft revisions. In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

4. The OWNER reserves the right to reject any and all bids received.

5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**

6. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bid Bond (Section 00040)
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs (Section 00095)
3. Executed Trench Safety Act Compliance Document (Section 00096)

4. Executed Public Entity Crimes Statement (Section 00097)
5. Sales Tax Exemption Addendum (Section 00808)
6. All acknowledged Addenda
7. E-Verify Form (Appendix A)
8. Conflict/Non-Conflict of Interest Statement (Appendix B)
9. Non-Collusion Affidavit (Appendix C)

CONTRACTOR:

John M Marshall, President

2305 Transmitter Road
Address

Panama City, FL 32404
Address

850-265-8742
Phone Number

10/22/2021
Date

END OF SECTION 00030

SECTION 00040
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, Marshall Brothers Construction & Engineering, Inc., as Principal, and Westfield Insurance Company, as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as OWNER, in the penal sum of **Five Percent of Total Bid Amount (5% of Total Bid Amount)** for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this 28th day of September, 2021. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the

ITB PCB21-25 PCB PARKWAY REUSE TRANSMISSION EXTENSION

NOW THEREFORE,

1. If said BID shall be rejected, or

2. If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

3. NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and

deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of **5% of Total Bid Amount** noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Marshall Brothers Construction & Engineering, Inc.

By: _____

Principal **John M Marshall, President**

Westfield Insurance Company

Surety

By: _____ **K Wayne Walker, Attorney in Fact & FL Resident Agent**

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Date

END OF SECTION 00040

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/04/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0993902 07**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

L. DALE WALDORFF, PAMELA L. JARMAN, K. WAYNE WALKER, CLYDE D. HARE, JOINTLY OR SEVERALLY

of **FORT WALTON BEACH** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **04th** day of **JANUARY** A.D., **2016** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **04th** day of **JANUARY** A.D., **2016** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of September A.D., 2021.

Frank A. Carrino Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

SECTION 00040
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, **Marshall Brothers Construction & Engineering, Inc.**, as Principal, and **Westfield Insurance Company**, as Surety, are hereby held and firmly bound unto the City of Panama City Beach, as OWNER, in the penal sum of **Five Percent of Total Bid Amount (5% of Total Bid Amount)** for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this **28th** day of **September**, 20**21**. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the

ITB PCB21-25 PCB PARKWAY REUSE TRANSMISSION EXTENSION

NOW THEREFORE,

1. If said BID shall be rejected, or

2. If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

3. NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificates(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and

deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of **5% of Total Bid Amount** noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Marshall Brothers Construction & Engineering, Inc.

By: _____

Principal **John M Marshall, President**

Westfield Insurance Company

Surety

By: _____ **K Wayne Walker, Attorney in Fact & FL Resident Agent**

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Date

END OF SECTION 00040

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/04/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0993902 07**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

L. DALE WALDORFF, PAMELA L. JARMAN, K. WAYNE WALKER, CLYDE D. HARE, JOINTLY OR SEVERALLY

of **FORT WALTON BEACH** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **04th** day of **JANUARY** A.D., **2016** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Dennis P. Baus,** *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **04th** day of **JANUARY** A.D., **2016** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of September A.D., 2021.

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

SECTION 95
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this Project, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in Paragraph 1 above.

4. In the statement specified in Paragraph 1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than 5 days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

John M Marshall, President 10/22/2021
BIDDER SIGNATURE

END OF SECTION 00095

SECTION 96
CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

BIDDER acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act). Section 553.60, Florida Statutes. Bidder further acknowledges that included in the various items of its BID and in its Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

Trench Safety Method

Item No.	Trench Safety Method (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost	Unit Extended
A.	Back Slope Ditch	LF	5700	$ 2.00	$11,400.00	11,400.00
B.						
C.						
D.						
					Total	$ 11,400.00

Failure to complete the above may result in your BID being declared nonresponsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

Bidder: Marshall Brothers Construction & Engineering, Inc.

By: John M Marshall

Its: President

Date: 10/22/2021

Authorized Signature:

END OF SECTION 00096

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach

   By John M Marshall

   For Marshall Brothers Construction & Engineering, Inc.

   Whose business address is 2305 Transmitter Road, Panama City, FL 32404

   and (if applicable) its Federal Employer Identification Number (FEIN) is:

   59-3428518

   (If the entity has no FEIN, include the Social Security Number of the

   individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

   I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime, or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

x_____Neither the person submitting this sworn statement nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six
(36) months.

_____The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

> *A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.*

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: _____

Print name: John M Marshall

Its: President

Sworn to and subscribed before me this 22nd day of October, 20_. Personally known X OR Produced identification _____

Notary Public- State of Florida

My commission expires: 12/18/2024

Elizabeth Redding
[printed, typed, or stamped Commissioned Name of Notary Public]

ELIZABETH REDDING
Commission # HH 045649
Expires December 18, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

END OF SECTION 00097

SECTION 00098
Other Required Forms
AFFIDAVIT AS TO NON-COLLUSION

(These forms must be completed and included in in the Proposal Submittal, or the Response will be determined to be Non-Responsive)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF BAY)

John M Marshall being, first duly sworn, deposes and says that he is President of Marshall Brothers Construction & Engineering, Inc., the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

John M Marshall, President
Affiant

Sworn to and subscribed before me this 22nd day of October, 2021.

Elizabeth Redding
Notary Public

ELIZABETH REDDING
Commission # HH 045649
Expires December 18, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Florida

COUNTY OF BAY

ELIZABETH REDDING
Commission # HH 045649
Expires December 18, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

John M Marshall
Printed Name
President
Title
Marshall Brothers Construction & Engineering, Inc.
Name of Entity/Corporation

My Commission Expires: 12/18/2024

Elizabeth Redding
Notary Public

NOTARY SEAL ABOVE

Elizabeth Redding
Printed Name

Authorized Signature

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

[✓] To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

[✓] The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned Respondent, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Marshall Brothers Construction & Engineering, Inc.

SIGNATURE: _____

NAME: John M Marshall

TITLE: President

DATE: 10/22/2021

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

END OF SECTION 00098

CITY OF PANAMA CITY BEACH

September 8, 2021

ADDENDUM NO. 1

PCB21-25 ITB
Reuse Transmission Extension

1. Please **REMOVE** Table of Contents in its entirety and **REPLACE** with the Table of Contents attached to this addendum package (***Attachment A***).

2. Please **REMOVE** Section 00030 – Bid Form in its entirety and **REPLACE** with Section 00030 attached to this addendum package (***Attachment B***).

3. What is the set date for work to begin?
   Response: The anticipated date of construction commencement is October 26, 2021.

4. C905 is a specification that is no longer used. All sizes are now covered under C900-16 (4-60" PVC Pipe).
   Response: Please REMOVE Section 02622 in its entirety and REPLACE with the attached revised Specification Section 15062 – Polyvinyl Chloride (PVC) Pipe and Fittings (*Attachment C*).

5. HDD specification is centered around HDPE pipe. This project is for FPVC.
   Response: Please REMOVE Section 02466 in its entirety and REPLACE with the attached Specification Section 15075 - Fusible Polyvinyl Chloride Pipe for Installation by Horizontal Directional Drill (HDD) (*Attachment D*).

6. Would you consider approving HDPE pipe as an alternate for the 16- and 20-inch PVC required for this project? HDPE should be able to offer better pricing and lead time than PVC, plus it's more durable and leak resistant. If you need any info on HDPE to help you make your decision, just let me know and I should be able to help.
   Response: The City of Panama City Beach requires fusible PVC.

7. The Index of Sheets on the first page of the plans lists C0.2 GENERAL NOTES, LEGENDS, AND SYMBOLS SHEET as the second sheet in the plans set. There is no C0.2 in the pdf I downloaded. Please advise if this sheet will be added or deleted from the Index list.
   Response: Please **REMOVE** the existing Bid Drawing Set in its entirety and **REPLACE** with the one attached to this addendum (***Attachment E***).

8. Connections for FPVC pipe installed by HDD are recommended 11 ¼ degree fittings with MJ restraints, whereas M-27 shows connection to HDPE pipe. That being said, the connections are shown in the bore profiles, but not labeled.
   Response: See response to No. 6 above.

ADDENDUM 2

September 24, 2021

1. **BID OPENING** has been rescheduled until **3:30 p.m. on Tuesday, October 12, 2021**.

2. Please **REMOVE** Table of Contents in its entirety and **REPLACE** with the Table of Contents attached to this addendum package (***Attachment A***).

3. Please refer to "Appendix H – Geotechnical Engineering Report" (dated 3/24/2018, prepared by Magnum Engineering, Inc.) which by way of this Addendum No. 2 is attached to and made part of the Specifications (***Attachment B***).

4. Due to current material deliveries the 240 days of contract time is not adequate. Pipe deliveries are running 18 to 20 weeks out as are fittings. Can the time be extended?

   City Response to RFI No. 1: This issue is under consideration and will be addressed in a later addendum.

5. Ductile Iron pipe (DIP) is currently more cost effective than PVC. Will DIP be acceptable to use on this project?

   City Response to RFI No. 2: This issue is under consideration and will be addressed in a later addendum.

6. HDD specification is centered around HDPE pipe. This project is for FPVC.

   City Response to RFI No. 3: This was modified in Addendum No. 1. Please refer to Item No. 5 of Addendum No. 1, and supplemental attachments.

7. SHEET C0.2 (GENERAL NOTES, LEGENDS AND SYMBOLS SHEET), Note No. 20 under the "Water and Reclaimed Distribution Systems" requires for Internally Chained Valve Boxes. This does not appear to be commercially available. Please provide details as to how this is to be accomplished.

   City Response for RFI No. 4: Please **REMOVE** existing SHEET C0.2 in its entirety and **REPLACE** with the one attached to this addendum. (***Attachment C***).

8. SHEET C0.2 (GENERAL NOTES, LEGENDS AND SYMBOLS SHEET), Note No. Note 11 under General Provisions states that "THE ENGINEER WILL NOT PROVIDE FOR APPROVAL OF SHOP DRAWINGS." However, Specification Section 01300 Submittals indicates that the Engineer will review and approve Submittals. Please verify that Submittals will be reviewed and approved.

   City Response for RFI No. 5: Engineer will review submittals; however, it is the Contractor's responsibility to ensure materials meet the requirements of the Contract Documents. As stated in City's Response to RFI No. 4 above, please refer to the attached revised SHEET C0.2.

9. SHEET C0.2 (GENERAL NOTES, LEGENDS AND SYMBOLS SHEET), Note No. 18 under the "Water and Reclaimed Distribution Systems" states "ALL VALVES 14" AND LARGER TO BE BUTTERFLY VALVES." The plan sheet calls out gate valves. Which is correct?

   City Response for RFI No. 6: Gate Valves only. As stated in City's Response to RFI No. 4 above, please refer to the attached revised SHEET C0.2.

10. As provided, there is no way to stake this project. There are no coordinates/geometry to the recreate the centerline of construction. Nor are there site benchmarks shown to establish horizontal and vertical control from. The proposed reuse line is not tied by station and offset to the centerline construction. At

this point the plans look like a 30% conceptual layout and we would be treating this full a design build where we must resurvey everything. Also, no horizontal or vertical datums are provided.

City Response for RFI No. 7: Additional benchmarks are being verified and will be available prior to construction. Centerline geometry shown on plans was issued in Addendum No. 1. Please refer to Addendum No. 1's revised Construction Drawings.

11. The provided plans are missing SHEET C0.2 (GENERAL NOTES, LEGENDS AND SYMBOLS SHEET)?

City Response for RFI No. 8: The Construction Drawings were replaced in its entirety as part of Addendum No. 1. Please refer to Addendum No. 1's revised Construction Drawings.

12. All site plans label approximate R/W. What is the basis used to establish approximate R/W and what is the expected accuracy? Again, this seems slated as a design build.

City Response for RFI No. 9: FDOT right-of-way data was utilized to determine the right of way as shown. Additional right of way information will be issued in a future addendum.

13. All site plans reference existing utilities. Were the existing utilities traced from record plans or were they generated with the benefit of subsurface utility engineering (SUE). If SUE was performed, then the plan set should also include a table of verified horizontal and vertical test hole information. Again, if the plans stand as provided, you will either need to rely solely on 811 and field fit the reuse or have us do a full SUE survey which is going to be expensive.

City Response for RFI No. 10: The utility companies located and flagged utilities. These locations were surveyed by a PLS.

14. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 7 under the "Minimum Technical Standards Checklist

for Utility As-Builts" states line weights are to differentiate between proposed and as-built. It seems like the only way to show the difference between the proposed reuse and as built would be to trace the proposed line on the plans. The as-builts will not show any other utilities except the one we expose while digging on 811 locates.

City Response for RFI No. 11: As-Builts would indicate the location of the proposed utilities as installed. The existing utilities would be indicated per those shown on the issued set of plans unless updated location data was obtained during construction.

15. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 9 under the "Minimum Technical Standards Checklist for Utility As-Builts" states "ALL PROPOSED UTILITY/INGRESS/EGRESS EASEMENTS MUST BE SHOWN." There does not appear to be any easements referenced on the plans. As such this note is not relevant and we would request that it be removed. Please advise.

City Response for RFI No. 12: This is a standard City detail to be applied as applicable.

16. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 10 under the "Minimum Technical Standards Checklist for Utility As-Builts" states that all roads/curb etc. must be field located. It sounds like we would have to survey the entire project prior to construction and then update for any conditions that are altered in construction. That is ok with me and is fairly easy to estimate but will increase survey fee. It seems like everything here points to we need to resurvey the entire project before construction.

City Response for RFI No. 13: All roads/curbs modified or installed by the Contractor as part of this Project should be field located and shown on the as-builts. The Contractor may use data collected as part of the issued Contract Documents to indicate the location of other roads/curbs within the project limits.

17. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 15 under the "Minimum Technical Standards Checklist for Utility As-Builts" does not seem applicable for this project. Suggest striking.

    City Response for RFI No. 14: This is a standard City detail to be applied to this project as applicable.

18. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 17 under the "Minimum Technical Standards Checklist for Utility As-Builts" regarding Wetlands, indicates that much of this project falls in a flood zone. We do not delineate wetlands (we can locate once they are flagged) but we will need another firm to mark wetlands prior to construction.

    City Response for RFI No. 15: The Contractor may use data collected as part of the issued Contract Documents to indicate the location of the wetland limits within the project limits.

19. Upon reviewing SHEET C5.2 (CITY UTILITIES STANDARD DETAILS), Note No. 18 under the "Minimum Technical Standards Checklist for Utility As-Builts" does not seem applicable. Suggest striking

    City Response for RFI No. 16: This is a standard City detail to be applied as applicable.

CITY OF PANAMA CITY BEACH

October 8, 2021

ADDENDUM NO. 3

PCB21-25 ITB
Reuse Transmission Extension

1. **BID OPENING** has been rescheduled until 12:00 p.m. CST on Friday, October 22, 2021.

CITY OF PANAMA CITY BEACH
October 15, 2021

ADDENDUM NO. 4

PCB21-25 ITB
PCB Parkway Reuse Transmission Extension

1. **BID OPENING** has been rescheduled until 12:00 p.m. CST on Friday, October 22, 2021.

2. Please **REMOVE** the "Table of Contents" in its entirety and **REPLACE** with the attached "Table of Contents" (***Attachment A***).

RESPONSES TO PENDING ADDENDUM 2 RFI'S

3. Due to current material deliveries the 240 days of contract time is not adequate. Pipe deliveries are running 18 to 20 weeks out as are fittings. Can the time be extended?

   City Response to RFI No. 3: The contract time will remain at 240 days for final completion as indicated in the Contract Documents. However, the City will work with the Contractor to make adjustments to the construction schedule when material delivery delays arise.

4. Ductile Iron pipe (DIP) is currently more cost effective than polyvinyl chloride (PVC). Will DIP be acceptable to use on this project?

   City Response to RFI No. 4: The City has modified the Bid Proposal Form to include an Alternative Bid for Ductile Iron Pipe to include a purple 8 mil polyethylene encasement/wrap. Fusible PVC will be utilized for the directional drills in either option. The "Required Length of Restrained Joint Pipe for D.I.P. (Non-Wrapped)" and "Required Length of Restrained Joint Pipe for D.I.P. (Poly-Wrapped)" details have been added to the City's Utilities Standard Detail Sheet. Please **REMOVE SHEET C5.3** from the Construction Drawings in its entirety and **REPLACE** with revised **SHEET C5.3** (***Attachment B***) for these additional details.

   Please **REMOVE** the "Bid Proposal Form" and "Measurement and Payment" sections from the Specifications in their entirety and **REPLACE** with the "Bid Proposal Form" (***Attachment C***) and "Measurement and Payment" (***Attachment D***) sections attached to this addendum package.

In addition, please **INSERT** the new "Section 02619 - Ductile Iron Pipe and Fittings" into the Specifications which is attached to and made a part of the specifications via this Addendum (***Attachment E***).

5. All site plans label approximate R/W. What is the basis used to establish approximate R/W and what is the expected accuracy? Again, this seems slated as a design build.

City Response for RFI No. 5: Additional survey control data for the right of way was obtained and is now included on the Contract Drawings. Please **REMOVE SHEETS C0.3, C1.1, C1.2, C1.3, and C1.4** from the Construction Drawings in their entirety and **REPLACE** with revised **SHEETS C0.3, C1.1, C1.2, C1.3, and C1.4,** (***Attachment F***) for this additional data.

CITY OF PANAMA CITY BEACH

October 19, 2021

ADDENDUM NO. 5

PCB21-25 ITB
PCB Parkway Reuse Transmission Extension

1. **BID OPENING** has is unchanged and remains 12:00 p.m. CST on Friday, October 22, 2021.

2. **RFI No. 1:** Addendum 2 states "the City will work with the Contractor to make adjustments to the construction schedule when material delivery delays arise." However, the bid form provides alternate pricing for various timeframes. How should this project be bid?

   City Response No.1: Bidders are to bid the timeline and alternate timeframes as indicated in the bid form as presented. Bidders should not assume the City will provide additional time.

3. **SECTION 02619 – DUCTILE IRON PIPE AND FITTINGS – PAGE 9:** Please **STRIKE** the words "**and pigged**" from Paragraph 3.08, Item A, first sentence, as follows (Refer to ***Attachment A*** for the revised Section 02619, Page 9 attached to and made part of this Addendum).:

   A. At the conclusion of the work the CONTRACTOR shall thoroughly clean all of the new pipelines by flushing with water ~~**and pigged**~~ to remove all dirt, stones, pieces of wood, or other material which may have entered during the construction period.

4. **SECTION 02619 – DUCTILE IRON PIPE AND FITTINGS – PAGE 9:** Please **STRIKE** Paragraph 3.09, Item A in its entirety, as shown below.

   A. ~~**The CONTRACTOR will be required to submit a video inspection of the pipeline once fully tested and flushed. The video shall clearly indicate joints and full extent of the interior of the pipeline.**~~

SECTION 00808
SALES TAX EXEMPTION ADDENDUM

1. The CONTRACTOR and OWNER (OWNER) entered into a contract dated _____, (the "Contract") for the performance of the Work described therein, to which an executed copy of this Sales Tax Exemption Addendum ("Addendum") shall be attached thereto and incorporated therein.

2. The CONTRACTOR and OWNER desire to enter into an arrangement whereby certain purchases under the Contract can be made through the OWNER as a means of taking advantage of the OWNER's status of being exempt from sales and use taxes.

3. The OWNER is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of building materials or equipment necessary for the performance of Work under construction contracts, provided the OWNER determines it is to its best interest to do so, and provided the purchase of such building materials and equipment are handled in the manner hereinafter described.

4. The OWNER has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for building materials or equipment to be used in the construction of this project and notifies the CONTRACTOR of its intent to do so.

TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.

2. The OWNER shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the CONTRACTOR's Bid for the Contract.

3. The CONTRACTOR shall, from time to time submit, update and keep current, for consideration by the OWNER, a list of all building materials and equipment to be purchased, organized by supplier or vendor.

    a. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor.

    b. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than $10,000 need not be listed.

c. CONTRACTOR's initial list shall be attached hereto and incorporated herein.

d. Building materials and equipment not required for the performance of the Contract shall not be purchased under this Addendum.

e. The OWNER reserves the right to delete or add items from this Addendum when it is in the OWNER's best interest.

4. The OWNER will be liable for the payment of all purchases properly made hereunder.

5. The CONTRACTOR shall notify all suppliers or vendors not to make sales to the CONTRACTOR under this Addendum.

6. For each purchase approved by the OWNER to be made under this Addendum, the CONTRACTOR shall furnish the OWNER in writing, information sufficient for the OWNER to issue to the supplier its OWNER purchase order for the requested building materials or equipment which shall include as an attachment the OWNER's Certificate of Exemption.

7. Suppliers and vendors will render statements for materials purchased to the OWNER in care of the CONTRACTOR.

8. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, the CONTRACTOR will forward the invoices to the OWNER's duly authorized representative for approval, processing, and delivery to the OWNER for payment.

9. The OWNER will process the invoices and issue payment directly to the supplier or vendor. The CONTRACTOR will keep and furnish all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, to the OWNER, as the OWNER may reasonably require.

10. The Contract provides that CONTRACTOR will perform the Work under the Contract for the Contract Price in the amount of $[_____], as may be amended from time to time as provided in the Contract. Said amount, as amended, due CONTRACTOR under the Contract shall be reduced by the sum of all amounts paid by the OWNER for materials and equipment purchased under this Addendum, including any shipping, handling, insurance, or other, similar charges paid by the OWNER, and all of the savings of sales and use tax on the purchase of such items.

11. The CONTRACTOR shall submit his proposal for base bid with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.

12. The CONTRACTOR shall immediately notify all subcontractors and material and equipment suppliers of the OWNER's intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the CONTRACTOR shall not withhold his consent to the arrangement.

13. Administrative costs incurred by the CONTRACTOR with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the CONTRACTOR in the purchase of building materials and equipment by the OWNER.

14. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the OWNER and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.

15. By virtue of its payment of material and equipment invoices, the OWNER further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the CONTRACTOR as an incentive for the CONTRACTOR to process invoices well within the discount period. The CONTRACTOR shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.

16. The CONTRACTOR, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.

17. The CONTRACTOR as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the OWNER pursuant to this Addendum. Further, the CONTRACTOR shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the CONTRACTOR's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been CONTRACTOR-supplied or purchased in the name of the CONTRACTOR.

18. The CONTRACTOR shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the OWNER or its authorized agent during normal business hours of the CONTRACTOR.

19. The OWNER will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Without waiving or releasing the CONTRACTOR from its obligations under Paragraph 17 above, as equitable and legal owner of the materials and equipment purchased under this Addendum, the OWNER shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, unless already provided for under the terms of the Contract Documents, the CONTRACTOR shall cause the OWNER to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to the OWNER and the CONTRACTOR shall provide OWNER certificates thereof requiring each insurer to provide the OWNER 10 days written notice in advance of cancellation or modification of coverage. Pursuant to the terms of the Contract Documents, the OWNER will reimburse the CONTRACTOR for any additional premium amounts paid solely for such insurances against loss or damage.

20. The CONTRACTOR shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling, and storing the materials until installed. The CONTRACTOR shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the OWNER's purchase order, and forward the invoice to the OWNER for payment if the goods are conforming and acceptable. The CONTRACTOR shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. The CONTRACTOR shall manage and enforce the warranties on all materials and equipment covered by this Addendum. The CONTRACTOR shall be responsible to the OWNER for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.

21. When title to the materials and equipment covered by this Addendum passes to the OWNER prior to being incorporated into the Work, the CONTRACTOR's possession of the goods is a bailment until such time as each of such goods is returned to the OWNER by being incorporated into the Work.

22. The OWNER shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse CONTRACTOR in whole or in part from its obligation to timely perform the Contract.

23. In the event CONTRACTOR objects to the payment of any invoice for goods covered by this Addendum, CONTRACTOR shall at no additional cost to the OWNER, provide all assistance, records and testimony necessary or convenient for the OWNER to resolve the supplier's claim for payment.

24. This Addendum and the authority granted to CONTRACTOR hereunder may be revoked by the OWNER at any time upon verbal or written notice to CONTRACTOR at its offices located at 2305 Transmitter Rd., Panama City, FL 32404, during normal business hours.

END OF SECTION 00808

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 3, 2021

MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.
2305 TRANSMITTER ROAD
PANAMA CITY, FLORIDA 32404

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due **4/30/2022**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, DIRECTIONAL DRILLING, WATER & WASTEWATER TREATMENT, SHEET PILING, UNDEGROUND UTILITIES, AND EXISTING PILE REMOVAL.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARSHALL, JOHN MATTHEW

MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.
2305 TRANSMITTER ROAD
PANAMA CITY FL 32404

LICENSE NUMBER: CGC061335

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARSHALL, JOHN MATTHEW

MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.
2305 TRANSMITTER ROAD
PANAMA CITY FL 32404

LICENSE NUMBER: CUC057306

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 30, 2021
Secretary of State
6424768351CC

DOCUMENT# P97000002830

Entity Name: MARSHALL BROTHERS CONSTRUCTION & ENGINEERING, INC.

Current Principal Place of Business:

2305 TRANSMITTER ROAD
PANAMA CITY, FL 32404

Current Mailing Address:

2305 TRANSMITTER ROAD
PANAMA CITY, FL 32404 US

FEI Number: 59-3428518

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARSHALL, JOHN M
2402 COUNTRY CLUB DRIVE
LYNN HAVEN, FL 32444 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRES	Title	VICE
Name	MARHASLL, JOHN M	Name	MARSHALL, AMY F
Address	2402 COUNTRY CLUB DRIVE	Address	2402 COUNTRY CLUB DRIVE
City-State-Zip:	LYNN HAVEN FL 32444	City-State-Zip:	LYNN HAVEN FL 32444
Title	SEC	Title	TREA
Name	HAHN, MICHELE L	Name	MARSHALL, JOHN M
Address	2305 TRANSMITTER ROAD	Address	2402 COUNTRY CLUB DRIVE
City-State-Zip:	PANAMA CITY FL 32404	City-State-Zip:	LYNN HAVEN FL 32444

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHELE LYNN HAHN — SECRETARY — 03/30/2021

Electronic Signature of Signing Officer/Director Detail — Date

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Kelly Jenkins, Public Works	November 10, 2021

3. REQUESTED MOTION/ACTION:

Approve new Public Works Staff Engineer position.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: No

Detailed Budget Amendment Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Transportation
Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City of Panama City Beach continues to go through major growth and development. Recently, Public Works staff has met with Paradigm Leaders, LLC to guide us through our department's growth and challenges which has led us to our current request. We would like to keep moving forward expanding our department as effectively and efficiently as possible. Please see attached memo and budget amendment for additional information about the request along with the current job description. We plan this position to be a 60/40 split respectively between stormwater and street departments.

Res 22-40.Budget Amendment for Public Works Engineer.pdf
PW staff eng BA #2.pdf
memo request for PW employee.pdf
PW04 - Civil Engineer final 11012021.pdf

RESOLUTION NO. 22-40

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO FUND AN ADDITIONAL ENGINEER FOR THE PUBLIC WORKS DEPARTMENT.

BE IT RESOLVED that the attached budget amendment #2 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit A, to fund an additional engineer position in the Public Works Department.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

No. BA #2

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.12-10	Salaries Regular	778,000.00	25,300.00	803,300.00
TO	001-4100-541.21-10	Matching FICA	62,400.00	2,000.00	64,400.00
TO	001-4100-541.22-10	Retirement	99,000.00	3,300.00	102,300.00
TO	001-4100-541.23-10	Health Insurance	126,000.00	1,700.00	127,700.00
TO	001-4100-541.23-20	Dental Insurance	6,000.00	100.00	6,100.00
TO	001-4100-541.23-30	Life Insurance	6,700.00	200.00	6,900.00
TO	001-4100-541.41-10	Communication	21,100.00	300.00	21,400.00
TO	001-4100-541.52-10	Operating Supplies	88,900.00	400.00	89,300.00
TO	001-4100-541.60-10	Capital Outlay < $5,000	15,300.00	600.00	15,900.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	17,678,082.00	(33,900.00)	17,644,182.00
	Stormwater				
TO	180-3800-538.12-10	Salaries Regular	561,000.00	37,900.00	598,900.00
TO	180-3800-538.21-10	Matching FICA	44,600.00	2,900.00	47,500.00
TO	180-3800-538.22-10	Retirement	69,000.00	5,000.00	74,000.00
TO	180-3800-538.23-10	Health Insurance	79,000.00	2,600.00	81,600.00
TO	180-3800-538.23-20	Dental Insurance	4,000.00	200.00	4,200.00
TO	180-3800-538.23-30	Life Insurance	4,400.00	200.00	4,600.00
TO	180-3800-538.41-10	Communication	18,300.00	400.00	18,700.00
TO	180-3800-538.52-10	Operating Supplies	50,500.00	600.00	51,100.00
TO	180-3800-538.60-10	Capital Outlay < $ 5,000	11,000.00	900.00	11,900.00
FROM	180-8100-999.95-00	Restricted Reserves	118,894.00	(50,700.00)	68,194.00
		Check Adjustment Totals:	19,842,176.00	0.00	19,842,176.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To appropriate funding for a new full-time engineer position

ROUTING FOR APPROVAL

_____DEPARTMENT HEAD _____DATE

_____FINANCE DIRECTOR _____DATE

_____CITY MANAGER OR ASSISTANT CITY MANAGER _____DATE

City of Panama City Beach

TO: Drew Whitman/Holly White

FROM: Kelly Jenkins

DATE: October 25, 2021

RE: ***Public Works Personnel Staffing and Request***

Street (2015 = 10 employees, Current = 16) 1.6 multiplier

Stormwater (2015 = 5 employees, Current = 8) 1.6 multiplier

Inspectors (2015 = 1 employees, Current = 2) 2 multiplier

PW Director/Engineers (2015 = 3, Current = 3) – **Request for 1 Engineer I (~1-2 yrs experience)**

If Engineering went with a 1.6 multiplier we would be at 4.8 engineers round up to 5

As the needs of the City grow, staffing of field workers and needs of the dept grow. With all of the demand on maintenance, resident's concerns, project development and new project infrastructure is required, so must the staffing of engineers for oversight of each facet. This comes along with coordination and direction of projects in the field to ensure compliance with safety, ADA, specs, etc.

City Growth: The City is comprised of 8,887 acres of ***developed*** property within its total of 12,452 acres.

Street – The Street Department has taken on an additional many miles of roadway to maintain due to new subdivisions and transfers of ownership. Our level of service has gone up as well. We have currently taken on ~8 miles of the combined North Pier Park, Highway 79 and all of Bay Parkway for maintenance. We will transfer the Bay Parkway Road to the State, but plan to continue maintenance of the grass in that area. We have recently taken over CRA Segments 1, 2 and 5 of the CRA and have that additional ~3.8 miles of roadway, sidewalk, signs, landscape and storm drain to now maintain. This all leads to coordination and input from the engineering dept.

Stormwater – Along with the additional maintenance listed above there is additional storm drain that comes with the new roads that we have taken over. They come with ditches, roadside swales etc. The new subdivisions that have been built within the City come with the additional work with performing residential construction slab inspections, driveway inspections, etc. Inadvertently, with growth around the City also comes additional unanticipated issues that come up in adjacent land. Staff is tasked with finding solutions to these problems. Many are coordinated with Council and concerned residents.

CRA – Not only do we facilitate the maintenance on all connector roadways, but we coordinate and maintain the new transferred roadways on Front Beach Road. We oversee the landscape maintenance contract, pick up garbage in the City lots, repair sidewalks, fix signs and storm drains and look at new improvements along these roadways. Additional project oversight has been provided for the re-design of roadways as well. We have also taken up the coordination and implementation of the banners, specialty lighting, added new lights to roadways, etc.

Inspection dept – We coordinate all of the work with the construction of new development within City limits and some projects adjacent to City limits. Our inspectors help ensure public and private construction is done to specifications. Our inspectors ensure proper erosion control measures are in compliance, do density testing and verify the accuracy of the construction compared to the plans. We not only coordinate with active construction on public and private, but also close out projects with our inspectors.

Engineering staff review all development orders, subdivisions, plats, demolition/land clearing permits, right of way permits and provide project management for capital improvement projects for both in house design and consultant designed projects. We ensure they meet local codes as well as any requirements for FEMA flood zones. Additional properties have been placed in the flood zone so that most vacant land left in the City is within a FEMA flood special flood hazard area. There are special regulations that we coordinate and work with the building department to ensure we continue to develop to their standards and maintain a good standing with the FEMA Community Rating System. This helps provide residents with lower insurance rates. In addition, through these regulations we are able to get the developer to have proposed homes removed from the floodplain.

Grant writing, compliance and management has increased extremely after both Hurricane Michael and Covid. Most of these opportunities have been made available to the public works department. This takes a lot of time not only on the front end, but once they are awarded there are many additional requirements for projects that we are able to secure. Our staff has attended numerous seminars and required webinars to get certified for different grants. This includes the LAP program that helps the state transfer funds to us for grants, as well as CRA funding.

Not only do we have our duties that existed prior to Hurricane Michael and Covid, but we have taken on exciting, yet challenging projects such as the offshore outfall that is new and time consuming to coordinate with execution and design. We are looking at future outfalls as well, which is adding to the workload. If we do put grant money towards stormwater projects, we will have a need to get more projects done quicker. We have also had a larger budget for street resurfacing to increase the number of streets to oversee each year as part of that project. We have tried to stay involved with the County and the American Public Works Association (APWA) chapter along with the Transportation Planning Organization. These all take time, but do allow some opportunity to do our best to provide input for our City's interest to be a priority with FDOT.

Overall, our responsibilities have increased. There is an expectation of a quicker response time and level of service in most everything we do. We have many housekeeping code and document updates that we would like to be able to do, but do not have the time. We would like to keep moving forward expanding our department as effectively and efficiently as possible. I believe the job that would most help out now would be to add another Engineer that could do plan reviews and then eventually free up Wyatt to take on more of the in-house projects. Subsequently, I would like to plan for a new job title creation for a

position that oversees the field superintendents and is a liaison between our department Engineers and field employees. I would like to try to implement that after the proposed Engineering position, possibly FY 24. I did meet with the Paradigm professionals and they confirmed that they agreed with my proposed organizational chart, but knew it would take a little while to implement. However, they were concerned how we could do it with our limited staff. Any help that we could get now would be greatly appreciated.

Thank you for your consideration.

Civil Engineer

PW/4

Public Works

JOB SUMMARY

This position performs engineering duties in support of department operations.

MAJOR DUTIES

- Reviews all commercial and development submittals for site and stormwater design within city limits and CRA areas.
- Reviews hydraulic analysis of drainage basis where proposed developments are to be located in or have an effect on FEMA flood zones and historical drainage patterns.
- Manages public works projects as assigned from design to development.
- Manages Public Works interdepartmental communications for development projects; reviews and inspects areas in conjunction with other departments.
- Serves as project manager and lead engineering designer for street resurfacing projects.
- Assists the City Engineer with plan reviews.
- Assists with Street Division operations; ensures the implementation of current engineering technical standards and federal and state standards.
- Assists with Stormwater Division operations; assists in the alleviation of nuisance flooding, infrastructure maintenance and rehabilitation and in troubleshooting drainage issues.
- Interacts with the public to answer questions and resolve problems.
- Serves as ADA Coordinator for the Public Works Department for right-of-way infrastructure and site review.
- Manages assigned professional landscape contracts for city facilities and CRA projects.
- Meets with residents and homeowners' associations in regard to drainage issues and right-of-way related problems.
- Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of civil engineering principles and practices.
- Knowledge of plan development and review principles.
- Knowledge of relevant federal and state laws and regulations, city ordinances, and department policies and procedures.
- Knowledge of computers and job-related software programs.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Public Works Director/City Engineer and Assistant Public Works Director assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the Land Development Code, the Florida Building Code, MUTCD guidelines, the Greenbook, the FDOT Design Manual and other FDOT guidelines, ADA standards, NWFWMD Design and Performance Standards, Florida statutes and the Florida Administrative Code, and city and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied project management and engineering duties. The need to work cooperatively with a variety of stakeholders contributes to the complexity of the position.
- The purpose of this position is to provide engineering support for city maintenance and capital projects. Successful performance helps ensure the effective and efficient operation of the department and affects the quality of life for city residents and visitors.

CONTACTS

- Contacts are typically with co-workers, other city employees, vendors, state and local government officials, elected and appointed officials, developers, contractors, consultants, vendors, and the general public.

- Contacts are typically to exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light and heavy objects and distinguishes between shades of color.

- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, and machinery with moving parts. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

- Possession of or ability to readily obtain a valid driver's license issued by the State of Florida for the type of vehicle or equipment operated.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

_____ _____

Signature Date

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lori Philput, Administration	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Request Council approval of updated personnel policies.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff has completed an update of the Personnel Policies for Council to approve. The update includes policies which have been adopted over the last 24 months, clarification on certain policies, and updates to remain compliant with Federal and State Laws.

A few of the highlighted changes are: the addition of the Assistant City Manager where applicable in the policies and procedures, addition of the Money Network Card as a method of payment, clarification on the SK1 payout, and the addition of Juneteenth Holiday.

If approved, these policies would be effective 11/11/2021.

Res 22-41.Personnel Policies.Amending and Adopting.pdf
Personel Policies 11.2021.pdf

RESOLUTION 22-41

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AMENDING THE CITY'S PERSONNEL POLICIES; REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the updated Personnel Policies **attached** and incorporated herein as Exhibit A to this Resolution, are hereby adopted;

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

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in special session this ____ day of November, 2021.

CITY OF PANAMA CITY BEACH, FLORIDA

By:_____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk



THE CITY OF PANAMA CITY BEACH

PERSONNEL POLICIES

HANDBOOK

Application and Revision of Policies

This policy manual is an overview and summary of the City's personnel policies and procedures approved on November 10, 2021, with an effective date of November 11, 2021. The City reserves the right to direct and control the operations of its business, including but not limited to the right to modify, alter or delete policies. As policies and benefits are revised, changes will be communicated to you through email and the employee intranet (Sharkbyte).

The policies and procedures contained in this manual do not constitute part of an employment contract, nor are they intended to make a commitment to any employee concerning how individual employment action can, should, or will be handled.

The nature of operations in individual departments may require those departments to have additional policies, procedures and guidelines that are not covered in this manual. While individual department policies and procedures may be more stringent than the policies in this manual, they shall otherwise be consistent with the policies in this manual.

Some policies in this manual require the use of a form or forms. Because the City's forms will be updated periodically, before completing any form you should check Sharkbyte or confirm with your Department Head, Supervisor or the Human Resources Director that you are using the most current form available.

If you have any questions or would like additional information about any particular guideline in this manual, please contact the Human Resources Director.

This policy manual supersedes all previous manuals, letters, memoranda and understandings.

Disclaimer

The City of Panama City Beach, based on economic and budgetary conditions, reserves the right to add, delete, or amend, in whole or in part, the terms and conditions of employment, which, for example, include compensation, benefits, policies, and any other working conditions, at any time, at the sole discretion of the City Council, or as delegated by the City Manager, except where provided otherwise by contract or law. The City Charter allows the City Manager to promulgate personnel rules and regulations for City employees. He/she may authorize any subordinate officer or employee to exercise such powers with respect to subordinates in turn; provided, that the City Manager shall, in all cases, retain the right to alter or deny any determination made by such subordinates. Neither the City Council nor any of its members, either individually or collectively, shall exercise any authority over any officer or employee of the City subordinate to the City Manager. Except as provided in this Charter, neither the City Council nor any of its members, either individually or collectively, shall direct or request or participate in the appointment, discipline, demotion, promotion, suspension or removal of any administrative officer or employee under the City Manager or his/her subordinates. The City of Panama City Beach reserves the right to modify any of the policies and procedures, including those covered in this Handbook, at any time.

This Handbook is not an official document and is not an employment contract, expressed or implied. This Handbook should be considered as an overview or a guide. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

Overview

The policy of the City of Panama City Beach has been and will continue to be one of an open-door policy, under which all employees have the right, and are encouraged to deal directly with their supervisors and other members of management on matters pertaining to working conditions. Employees of the City are important individuals, and we will always strive to ensure equitable treatment.

Our philosophy includes goals of maintaining a climate of excellent employee relations by showing respect for the rights and dignity of employees, as well as striving for employee satisfaction through compensation, comprehensive benefits and job security. We continually work to treat all employees fairly and as individuals.

Customer Relations

Every employee represents the City to our citizens and visitors. The way we do our jobs presents an image of our entire City. The public judges all of us by how they are treated with each employee contact. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to the public.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of the City.

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SECTION 1 OBJECTIVES DEFINITIONS AND ADMINISTRATION

1.1 OBJECTIVES

It is the intent of the City to provide for:

A) Recruitment, selection and advancement of employees on the basis of merit, knowledge, skill, and ability;
B) Just and equitable incentives and conditions of employment to promote service to the public and efficiency in the operation of City government;
C) A clean, safe, and pleasant working condition;
D) Equal treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws, and with proper regard for their privacy and constitutional rights as citizens;
E) Protection of employees against coercion for partisan political purposes and prohibiting them from using their official authority for the purpose of interfering with, or affecting the result of, an election or a nomination for office;
F) Training of employees, as needed, to assure high-quality performance; and,
G) Encourage lifelong careers with the City.

1.2 DEFINITIONS

CONTINUOUS SERVICE

This is service credit which determines eligibility for employee benefits such as PTO, health coverage, etc.

EXEMPT

Exempt positions are paid on a salaried basis and are not eligible to receive overtime pay.

HOURS OF WORK

Hours of Work refers to the number of hours an employee is scheduled to work in any 24-hour period.

IMMEDIATE FAMILY

Immediate Family means husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren, stepmother, stepfather, stepbrothers, stepsisters and stepchildren of both the employee and his or her legal spouse.

MAY

The word "May" shall be interpreted as permissive.

NONEXEMPT

Nonexempt positions are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

OVERTIME PAY

Overtime Pay means the compensation paid for the work performed in excess of the standard specified for the work week or work period.

For full time employees other than police and fire, overtime pay is compensation paid for work performed in excess of 40 hours in a work week.

For Fire, overtime pay is compensation paid for work performed in excess of 212 hours in a month.

For Police, overtime pay is compensation paid for work performed in excess of 86 hours in a pay period.

PAY PERIOD

Pay Period refers to the frequency in which City employees are paid, every 2 weeks, resulting in 26 paychecks in a normal year.

PERMANENT POSITION

A Permanent Position is a budgeted position created and authorized for an indefinite period, which is expected to be filled for more than 12 consecutive months. Employees in permanent positions may be referred to throughout this manual as Permanent Employees.

PROBATIONARY EMPLOYEE STATUS

This status applies to an employee who does not have regular status, has less than 12 months of continuous service with the City of Panama City Beach or has been promoted and is serving a 12-month probationary period in the new position.

REGULAR EMPLOYEE STATUS

This status applies to an employee who is assigned to a permanent full-time budgeted position (that is usually consisting of 160 or more work hours per month), has satisfactorily completed his or her period of probation, and is eligible for all benefits and pay increases in accordance with policies and procedures of the City of Panama City Beach.

RETIREE

The City is required by Florida Statue 112.0801(1) to allow all retired former personnel and their dependents, the option of continuing to participate in the group insurance plan or self-insurance plan offered by the City. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than

the premium cost applicable to active employees. The following defines who shall be considered a "retiree" for the purpose of the above-mentioned insurance requirement:

A) "Retiree" means any employee who retires under a City Sponsored Pension Plan, and who is eligible to receive retirement benefits immediately after retirement from employment. Vested Terminated employees are not considered retirees for the purposes of this document.
B) In addition, any employee who is placed on disability through a City-sponsored pension plan or the Social Security Administration shall be considered a "retiree."

SEASONAL POSITION

A Seasonal Position is a temporary position to supplement the workforce or to assist in the completion of a specific project and is scheduled for a limited duration not to exceed six months. Employment beyond any initially stated period does not in any way imply a change in employment status.

SHALL

The word "Shall" shall be interpreted as mandatory.

WORKDAY/SHIFT

Workday/Shift refers to the number of hours regularly scheduled to be worked in one 24-hour period. For the Fire Department, workday/shift refers to the number of hours regularly scheduled to be worked in one 48-hour period.

WORK WEEK

Work Week refers to the number of hours regularly scheduled to be worked during a calendar week beginning Thursday and ending the following Wednesday.

WORKING DAYS

The term "Working Days" generally refers to a 5-day period, generally Monday through Friday, except where 7-day or around-the-clock coverage is required.

1.3 ADMINISTRATION

1.3.1 HUMAN RESOURCES RECORDS

It is important that Human Resources records be correct and up to date. Employees must notify the Human Resources Department of any changes in personal information such as address, name, dependent status, beneficiaries or telephone number.

Employee personnel records are the property of the City and access is restricted. All employees shall be permitted access to their individual, official Human Resources files. All items contained in such files shall be available for review, except such matters as may be exempt from public disclosure under Florida's Public Records Laws. Such review shall be available to the employee at reasonable times, under the supervision of the designated record's custodian. Employees are not permitted to remove, change, delete or otherwise alter any of the information in the file. Chapter 119 of the Florida Statutes requires public agencies (this includes the City of Panama City Beach) to permit public access to the personnel

records of their employees. However, all medical records, if any, will be kept in a separate confidential file. The City maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

1.3.2 ADMINISTRATION OF PERSONNEL POLICIES

The City Manager, Assistant City Manager, Department Heads and Supervisory personnel have an affirmative duty to fairly and equitably administer these rules and policies in order to ensure the proper organizational control and function of each department.

1.3.3 AUTHORITY FOR VARIANCE FROM POLICY

Department Heads and other responsible Supervisors shall have the right to request, in writing, a variance from these policies when individual circumstances so justify. This request shall be submitted to the City Manager and the Assistant City Manager.

1.3.4 ACCOUNTING RESPONSIBILITIES

Department Heads and other Supervisory personnel are responsible for maintaining complete and accurate attendance records for employees within their respective operations. Such records constitute the basis for preparation of Departmental payrolls and will be preserved for future auditing purposes as needed or required.

The Human Resources Department is responsible for monitoring the compliance of Departments with the requirements and policies established by the official job classification and pay plan, as well as Departmental conformity with the established policies and rules governing wages, hours of work, and working conditions.

1.3.5 GIFTS

It is the policy of the City that all employees, regardless of position or rank, adhere to the Code of Ethics for Public Officers and Employees as stated in Chapter 112, Page III, Florida Statutes as that Code applies to employees of a local government agency.

Employees with the City of Panama City Beach, or any person acting on his or her behalf, shall not accept, directly or indirectly, gifts, gratuities, or loans under the following circumstances:

A. Gifts of any value based on the understanding that the gift would influence that employee's judgment or official actions.
B. Gifts with a value of more than $100 from any vendor doing business with the City, any lobbyist, or political action committee.

These limitations are not intended to prohibit the acceptance of gifts on behalf of the City, articles of negligible value which are distributed generally, nor to prohibit employees from obtaining loans from lending institutions at rates offered to the general public. It is particularly important that procurement individuals, inspectors, police and/or Code Enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion. No person seeking appointment to or promotion within the City shall either directly or indirectly give, render or pay any money or other thing of value to any person in connection with an appointment, promotion or proposed

appointment or promotion. This prohibition is not intended to prevent payment to a legitimate employment agency.

1.3.6 CONFLICT OF INTEREST

No City employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the City, nor shall an employee of the City have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1.3.7 DISHONESTY AND FRAUD

Any employee who has knowledge or a reasonable suspicion that a fraudulent or other dishonest act has occurred, shall immediately report all known or suspected information through their chain of command. Failure to report such knowledge or suspicion shall constitute an independent violation of this policy.

Employees are expected to serve the public and to conduct themselves in a manner that will bring credit to City government, public officials, fellow employees, and themselves.

The term fraud refers to, but is not limited to, any dishonest or fraudulent act to include:

- Forgery or alteration of any documents;
- Misappropriation of funds, supplies, etc.;
- Improper handling or reporting of money or financial transactions;
- Misrepresentation of information on documents;
- Theft, destruction or intentional disappearance of records, property or any asset;
- Accepting or seeking anything of material value from vendors or persons providing services or materials to the City for personal benefit;
- Authorizing or receiving payments for goods not received or services not performed for the City;
- Any claim for reimbursement of expenses that were not made for the benefit of the City;
- Any computer-related activity involving the alteration, destruction, forgery or manipulation of data for fraudulent purposes, or misuse or misappropriation of City-owned software or hardware;
- Unauthorized time away from work or use of City time for personal business.

1.3.8 EQUAL EMPLOYMENT OPPORTUNITY

The City of Panama City Beach is an equal opportunity employer. There shall be no discrimination exercised on account of race, national origin, color, religion, creed, age, marital status, sexual orientation, gender, political affiliation, or the presence of any sensory, mental, or physical disability unless such disability effectively prevents the performance of the essential duties required of the position and which are bona fide occupational qualifications which cannot be accommodated without undue hardship, with respect to the recruitment, examination or appointment of applicants, or in any personnel actions affecting employees, including compensation, training, promotions, educational opportunities, transfers, demotions, layoffs and disciplinary transactions. Any employee who feels he/she or a fellow employee has been discriminated against should contact the Human Resources Department.

1.3.9 AMERICANS WITH DISABILITIES ACT AND THE AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT (ADAAA) POLICY

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act, known as the ADAAA, are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Panama City Beach to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). A qualified individual with a disability will be afforded the same opportunity to compete in the workplace based upon the same performance standards and requirements expected of persons who are not disabled.

The City has designated the Human Resources Director as the ADA Coordinator. Contact the Human Resources Director with any questions or requests for accommodation. Determining whether a reasonable accommodation is appropriate is an individualized process. Decisions will be made on a case-by-case basis, depending upon the individual involved and the essential functions of the job in question. No specific form of accommodation is guaranteed.

1.3.10 MODIFICATION FOR THE PHYSICAL AND MENTAL LIMITATIONS OR DISABILITIES OF EMPLOYEES AND APPLICANTS

The City of Panama City Beach will reasonably accommodate a qualified employee's or applicant's handicap/disability so he/she may be successfully employed, or continue to be employed, by the City in a reasonable manner in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) Subpart B-8.11. Such reasonable accommodations shall be based upon an interactive process between the employee and the City and may be narrowly tailored to unique circumstances. They may include (1) making a facility used by employees accessible to, and useable by, individuals with handicaps/disabilities; (2) job restructuring; and (3) modification of equipment or services. Prior to undertaking such accommodation, the City will consider if such would impose an undue hardship in the conduct of the City's business. Factors to be considered shall include, but not be limited to, operational necessity, financial concerns, health and safety to others, and administrative burden.

1.3.11 POLITICAL ACTIVITY

Employees may participate in all aspects of political activities, as long as such participation does not interfere with their job performance and is conducted during off duty hours (§104.31, Florida Statutes). Police may vote in accordance with §102.101, Florida Statutes. Employees may not participate in any political activities while at work, including the display of campaign materials in the workplace. Employees are precluded from wearing campaign buttons or campaigning while wearing any clothing with the City's logo or seal.

An employee may be a candidate for or hold public office only insofar as the candidacy or position does not conflict or interfere with the employee's regular employment with the City. No such political activities will be undertaken by any person who hinders the functioning of City government. A City employee is prohibited from using City resources to aid or boost the political campaign of any elected

public officer. This policy shall not be interpreted to violate the protected constitutional rights of the First Amendment or the impairment of any public officer or employee's civil rights to vote and to take part in political campaigns.

1.3.12 HARASSMENT POLICY

The City of Panama City Beach is committed to maintaining a work environment that is free from unlawful discrimination and harassment. Unlawful harassment, either intentional or unintentional, has no place in the work environment. Accordingly, it is and shall continue to be the policy of the City that its employees and their work environment shall be free from all forms of unlawful harassment and intimidation. The City prohibits unlawful discriminatory practices and harassment on the basis of race, color, religion, sexual orientation, gender, national origin, age, disability, marital status, veteran status, or any other reason prohibited by law, whether the harassment is caused by another employee, a supervisor, a visitor or any person. Conduct prohibited by this policy can include, but is not limited to, slurs, epithets, threats, derogatory comments, and unwelcome jokes which would make a reasonable person experiencing such harassment uncomfortable in the work environment or which would interfere with the person's job performance.

All employees have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it in writing to their immediate supervisor, Department Head, Assistant City Manager or the City Manager. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee, subordinate, visitor or any other person will be subject to disciplinary action up to and including termination. Complaints concerning the City Manager, City Attorneys or City Clerk may be presented to the City Council.

Retaliation against an individual who reports harassment or discrimination or participates in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported in writing immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

1.3.13 SEXUAL AND OTHER ILLEGAL HARASSMENT POLICY AND COMPLAINT PROCEDURE

Harassment is a form of predatory behavior in which a person targets another employee(s) relating to an individual's age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability. It constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Council Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

This policy applies to all employees of the City working at all locations. All employees have an obligation to report sexual harassment—even if he or she is not the victim.

All workers, including supervisors and managers, will be subject to discipline, up to and including discharge, for any act of sexual harassment they commit.

Examples of Prohibited Conduct

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in our workplace by our employees.

Retaliation against an individual who reports harassment or discrimination or participates in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported in writing immediately to their Department Head, Human Resources, the Assistant City manager or the City Manager and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

Responding to Violations of this Policy

If an employee believes that he or she has been subject to sexual harassment or any unwelcome sexual attention, he or she may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own

supervisor or manager. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the situation with the supervisor or manager, he or she should report the incident to the Human Resources (HR) Director. If the Human Resources Director is not available or the employee is uncomfortable addressing the situation with the Human Resources Director, the employee may report the incident to the City Manager or the Assistant City Manager. Complaints concerning the City Manager, City Attorneys or City Clerk may be presented to the City Council.

It is important to report any and all concerns of sexual harassment or inappropriate sexual conduct to the HR Director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

All inquiries, complaints and investigations are treated discreetly. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is closely contained. All information pertaining to a sexual harassment complaint or investigation is maintained by the HR Director in secure files. The HR Director can answer any questions relating to the procedures for handling information related to sexual harassment complaints and investigations to complainants and respondents.

The City will not tolerate any retaliation against an employee for making a good faith harassment complaint or for cooperating in a harassment investigation.

Supervisors and employees will be subject to disciplinary action, up to and including discharge, for violation of this policy including, but not limited to, harassing or retaliating conduct, failure or refusal to cooperate in an investigation, or other actions contrary to this policy.

1.3.14 ELECTRONIC MAIL AND INTERNET ACCESS

Employees are provided access to the computer network to assist them in the performance of their jobs. Additionally, employees have a responsibility to use the City's computer resources and the Internet in a professional, lawful, and ethical manner. Abuse of the computer network or the Internet may result in disciplinary action, including possible termination, and civil and/or criminal liability. Employees expressly waive any right to privacy in anything they create, store, send or receive using the City's computer equipment. The computer network is the property of the City of Panama City Beach and may be used only for City purposes. Use of City computers, network, and email are subject to Florida's Public Records Laws.

1.3.15 EQUIPMENT AND PROPERTY ASSIGNED TO YOU

We have made a tremendous investment in our facilities and equipment in order to better serve our citizens and to make your job easier. Equipment such as a laptop, cell phone, projector, MIFI, etc., may be assigned to you to facilitate our service to our citizens.

Except for the property/equipment specifically assigned to you for such purposes, no other property or equipment may be removed from the premises without the express permission of the City Manager, Assistant City Manager or Department Head.

Your computer may be the most valuable item assigned to you. As well as being expensive to replace physically, your computer may contain valuable and sensitive data.

Equipment assigned to you is subject to monitoring. You should have no expectation of privacy with respect to the use of such equipment. Additionally, you may be asked to surrender the equipment with no notice for a variety of reasons including routine maintenance.

A requirement for protecting the equipment assigned to you include protecting it from theft. Always remove equipment from a vehicle when the vehicle is parked in a public location such as a restaurant or hotel. Never leave equipment in a vehicle overnight. Police officers must remove all weapons and laptop computers from their vehicles overnight.

Do not remove any inventory or property marking tags. Do not remove or disable any protective software such as a GPS device.

Limit personal business on a City owned device (cell phone, computer, etc.). A separate device must be maintained for personal use.

Additional safeguards include:

- Use strong passwords to protect the information stored on your computer that are in compliance with the City's password policy.
- Use an uninterruptible power supply, when possible, so that blackouts, brown-outs and electricity spikes don't harm your equipment.
- Do not place liquids, magnets or hot items near your equipment.

Unless specifically authorized by the City Manager, Assistant City Manager or Department Head, assigned City property must be returned to its proper storage area at the end of each workday.

If equipment assigned to you is damaged, lost or stolen, report it to your supervisor immediately. You are responsible for the safekeeping of any City-owned equipment or property that is in your possession Including the reasonable care to preserve the life of the equipment and to observe all safety precautions. Negligent care may subject you to disciplinary action.

1.3.16 MEDIA/SOCIAL MEDIA

Employees should not speak to the media on the City's behalf without authorization from the City Manager, Assistant City Manager, Communications Director, or Department Head. All media inquiries should be directed to the Communications Director at City Hall.

At the City of Panama City Beach, we understand that social media can be a fun and rewarding way to share thoughts, photos and experiences with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site,

social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City of Panama City Beach, as well as any other forms of electronic communication.

You are responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects the reputation and image of the City or your job performance, the performance of fellow associates or employees, citizens, customers, suppliers, people who work on behalf of the City of Panama City Beach or the City of Panama City Beach's legitimate business interests, may result in disciplinary actions, up to and including termination.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Protect confidential, proprietary, and sensitive Information at all times. Employees should not disclose or post information that is protected by law or that is confidential or proprietary to the City or its employees.

The City operates several social media accounts through City Hall, the Police Department, the Fire Department and Parks and Recreation. Sharing City content to your personal page as a means of promoting a City event or educating the public is perfectly fine but do not create a link from your blog, website or other social media platform to a City website without identifying yourself as a City employee. Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of the City, fellow associates, members, customers, suppliers or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not reflect the views of the City." Reporting false and misleading information to the Communications Director is also encouraged.

BEST PRACTICES FOR EMPLOYEES USING SOCIAL MEDIA

Employees have the First Amendment right to free speech, and thus, are not restricted in using personal social networking sites. It is recommended that these sites remain personal in nature to help ensure a distinction between sharing personal and organizational views. Employees may list their City position in their personal social media accounts, but they are not authorized to speak or comment on behalf of the City.

COMMUNICATION WITH THE PUBLIC

If a City employee is contacted by a resident or elected official on their personal social media account asking for the employee to respond regarding City business or in connection with the employee's position with the City, the employee should first forward the inquiry to the City Manager, Assistant City Manager and Communication Director. There is no expectation that the employee should respond since this contact did not come through official channels. If an employee chooses to acknowledge an inquiry, he or she may state the following response:

Facebook: “Tagging @City of Panama City Beach, Government on your inquiry so the City Administration may respond to you directly.”

Other platforms, such as Nextdoor: “Contact the City of Panama City Beach directly so the City administration may respond to you. You may submit your inquiry to the City at 850-233-5100 or visit www.pcbfl.gov.

IMPORTANT ITEMS TO KEEP IN MIND

It is recommended that employees keep their privacy and security in mind when engaging in personal social media use. Even with good security measures, comments made (and how those comments may be interpreted) could be forwarded and accessible to others for a long time.

If an employee shares/retweets posts from official City social media platforms, they should be mindful that any statements made to accompany the shared post could be construed as being made on behalf of the organization.

If an employee chooses to post photos/live tweet/live stream information about an internal City meeting, staff training, or an employee-only event or activity, the employee must receive permission from the City Manager, Assistant City Manager or Communications Director and all attendees.

Any employee who chooses to respond or conduct official City business or communication from a personal account is advised that City business and/or communications are public record and the employee, thus, bears the responsibility of complying with Florida’s Public Records Law, as well as applicable portions of the records retention schedule.

1.3.17 CITY LOGO AND BRANDING

This policy governs the use of the City’s logo for any purpose and applies to all employees. Consistency in the use of our brand strengthens our value and our ability to be instantly recognized by our citizens and other stakeholders. Our logo may only be used in strict accordance with this policy and the graphics requirements of the approved brand. Our logo may not be altered or combined with any other mark or element. Our logo must appear prominently on all official communication and marketing materials such as brochures, letterhead and business cards. Please address questions to the Communications Director.

Any use of our logo, or brand in print and electronic materials including email and social media must conform to our brand requirements. Our logo may not be reproduced for personal or commercial purposes and may only be used for the conduct of official City business.

Our logo may not be used in any way that states or implies endorsement of a commercial product or service, gives a false impression, is misleading, or could cause confusion regarding the City’s relationship with any person or entity.

Neither our name nor our logo may be used in any manner that could adversely affect our image or standing in the community. Such proscribed uses include, but are not limited to, the use of our logo in connection with alcoholic beverages, cigarettes or other tobacco products, sexually oriented products or services, religious products, political parties or organizations, gaming or games of chance, and firearms.

1.3.18 CELLULAR PHONE POLICY

The City provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, and citizens of the public for the purposes of conducting business. Cell phone use is intended for business-related calls. Personal business should be limited on a city issued cell phone. Cell phone invoices may be regularly monitored.

City provided cell phones are subject to Florida's Public Records Law. All texts, voicemails, photos, emails, or other such recordings whether sent or received must be maintained on the cellphone or saved to the City's server. Do not use cell phones to record personal confidential information.

Excessive personal calls (including text messages) during the workday can interfere with employee productivity and be distracting to others. During paid work time, employees are expected to exercise discretion in using personal cellular phones. Limit personal calls during work time to no more than three calls of short duration per day as needed. Employees are expected to make personal calls on non-work time when possible. Texting should be kept to a minimum. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to the employee's supervisor. The City will not be liable for the loss or damage of personal cellular phones brought to the workplace. The City discourages employees from utilizing their personal cell phones for conducting City business, as such use may subject such phone and any records related to such use to public inspection under Florida's Public Records Law, Section 286.011, Florida Statutes.

City-issued cellular phones shall remain the sole property of the City, and such phones and related records shall be subject to inspection or monitoring at any time. Employees in possession of City-issued cellular phones or accessories are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Except for good cause shown, employees unable to present the phone in good working condition within the time period requested shall bear the costs of replacement.

Employees have a duty to keep City issued phones charged and in good working order during work and on-call hours.

As a representative of the City, cell phone users are reminded that proper business etiquette shall be used when speaking from a cell phone.

1.3.19 USE OF CELLULAR PHONES IN VEHICLES

Employees are prohibited from reading or writing text messages or emails while driving. Employees are prohibited from placing or accepting phone calls while driving unless using a hands-free device. Police and Line Fire personnel are exempt by state statute when performing official duties. Employees are strongly encouraged to pull off to a reasonably safe location and safely stop the vehicle before accepting or placing a call, even in slow or stopped traffic. Never use a cell phone while operating equipment.

Employees who have been issued a City cell phone and whose job responsibilities routinely include driving and accepting of business calls in the field, will be provided hands-free equipment to facilitate the provisions of this policy.

Under no circumstances shall employees place themselves at risk in order to accept or place a phone call associated with City business.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on City business may be subject to disciplinary action and personal liability resulting from such traffic violations.

1.3.20 WORKPLACE VIOLENCE POLICY

Violence, or the threat of violence, by or against any employee of the City of Panama City Beach is unacceptable and contrary to City Policy and will subject the perpetrator to serious disciplinary action and possible criminal charges. The City will work with law enforcement to aid in the prosecution of anyone outside of the organization who commits violent acts against its employees.

Unauthorized possession, use, or threat of use, of weapons or firearms is not permitted while on duty, or on City property, including in a City vehicle. This policy does not prohibit any employee from possessing a legally permitted firearm that is locked inside the employee's private motor vehicle on City property. The City will not ask if an employee has a firearm or undertake a search of any private vehicle to ascertain the presence of a firearm.

Any employee disregarding this policy will be subject to immediate termination.

Employees' conduct toward co-workers, supervisors and the public must be courteous, positive and appropriate for the work situation.

The following behavior is prohibited; however, this is not intended to be an all-inclusive listing of prohibited behavior:

- Fighting or malicious behavior while on or in City property.
- Fighting or assaulting a fellow employee or citizen.
- Threatening or intimidating management, supervisors, or fellow workers.
- Engaging in any form of racial, sexual, ethnic, or religious harassment.
- Engaging in horseplay, fighting, violence or any other action interfering with the work of other employees or service to the public.
- Using threats or profane or abusive language in dealing with the public, co- workers, supervisors or other persons contacted in business relationships, or otherwise provoking or abusing others in any way.
- The unauthorized use or threatened use of weapons or firearms while on duty.
- Harassing, terrorizing, threatening with physical violence or punishment, or otherwise forcing an employee to suffer embarrassing or degrading experiences.

Employees engaging in prohibited behavior are subject to disciplinary action up to and including termination from employment.

No employee acting in good faith, who reports actual or threatened violent behavior, shall be subjected to retaliation or harassment because of their report.

The Department Head is the Workplace Critical Incident Coordinator

1.3.21 SOCIAL SECURITY NUMBER COLLECTION POLICY

The City of Panama City Beach acknowledges that the Social Security number was not initially intended to be used for business purposes, but for the administration of the federal Social Security system. As a practical matter, Social Security numbers are now used extensively for identity verification purposes and other related purposes. Recognizing that Social Security numbers can be used as a tool to perpetuate fraud, the City will take the following precautions with Social Security numbers:

- We will periodically review our Social Security number collection policy to ensure it is in compliance with Section 119.071(5), Florida Statutes.
- We will not use an individual's Social Security number for any purpose other than the purpose provided in the written statement below.
- We will provide a copy of the written statement(below) to any individual whose Social Security number is collected.
- We will not collect an individual's Social Security number unless we have stated in writing the purpose for its collection.
- We will not release an individual's Social Security number to anyone unless authorized by law.

Any City Department that obtains Social Security numbers for any purpose shall provide a copy of the following written statement to the individual whose Social Security number is collected. The written statement may be inserted into the condition of admission, a form, an invoice, or any other notice to the individual that would be appropriate.

"The City of Panama City Beach collects your Social Security number for the following purposes: eligibility for employment, classification of accounts; customer identification and verification; credit worthiness; customer billing and payments; benefit processing; tax reporting, and any other lawful purpose necessary to conduct City business.

Social Security numbers are NOT public records but may be released to other governmental or commercial entities as required by law in Section 119.071(5), Florida Statutes."

SECTION 2 THE EMPLOYMENT RELATIONSHIP

2.1 EMPLOYMENT RELATIONSHIP AND CLASSIFICATION

In order to determine eligibility for benefits and overtime status, as well as to ensure compliance with federal and state laws and regulations, the City of Panama City Beach classifies its employees as shown below. The City may review or change employee classifications at any time.

2.2 DEFINITIONS

PERMANENT, FULL-TIME EMPLOYEES

Employees who are not in a temporary status, work a minimum of 30 hours weekly in a budgeted position and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package, are subject to the terms, conditions, and limitations of each benefits program, and may be classified as either exempt or non-exempt as applicable under the Fair Labor Standards Act.

PERMANENT, PART-TIME EMPLOYEES

Employees who are not in a temporary status, who work fewer than 30 hours a week in a budgeted position and maintain continuous employment status. Part-time employees are not eligible for benefits offered by the City except to the extent required by provision of state and federal laws or as specifically provided by City policy.

SEASONAL EMPLOYEES

Employees who are hired to temporarily supplement the workforce or to assist in the completion of a specific project and are scheduled to work a full or part-time schedule for a limited duration not to exceed six (6) months. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees are not eligible for City benefits or pay increases.

EXECUTIVE EMPLOYEES

Executive employees are elected or appointed to the position of Mayor or Councilor, and perform duties prescribed by the Charter for such position, and whose time commitments vary from month to month. Executive Employees shall be eligible for salary and insurance benefits as more particularly set forth in the Charter or in accordance with City policies and to the extent required by provision of state laws. Executive employees are not subject to these personnel policies except where expressly stated.

2.3 ORIENTATION

Reporting to any new job can be a stressful experience. In order to help new employees become more familiar with their new surroundings, supervisors will work with them in getting acquainted with the more formal aspects of their job. As part of the orientation process, a representative of the Human Resources Department will explain the City's compensation program, payroll timing, benefit package, and personnel policies.

2.4 PROBATIONARY PERIOD

A probationary period of one year must be successfully completed by an employee to gain regular status with the City. This allows time for new employees to adjust to their new job and provides the supervisor an opportunity to evaluate job performance. A probationary employee can apply for a promotion within the same department only after the completion of six months of continuous full-time employment. An employee may be released from employment any time during the probationary period. Upon successful completion of the probationary period, all non-chartered employees gain regular status and are deemed a member of Civil Service. These employees are encouraged to become familiar with the Civil Service Rules, a copy of which may be obtained from the Human Resources Department or your Department Head.

2.5 TRAINING

It shall be the responsibility of the City Manager to provide and promote programs of training for employees for the purpose of improving the quality of service rendered to the public and aiding employees in equipping themselves for advancement within the City.

2.6 SUGGESTIONS

The City Manager may establish a system for the receipt, acknowledgment, recording, and action on suggestions from employees for improving the City.

2.7 OUTSIDE EMPLOYMENT

Chapter II of the City's Code of Ordinances govern secondary or off-duty employment. A copy of the City's Code of Ordinances can be obtained at municode.com.

2.8 NEPOTISM POLICY

The City of Panama City Beach is committed to hiring and retaining highly qualified persons. At the same time, the City recognizes that, despite their qualifications, hiring and retaining close relatives of current personnel might raise serious questions regarding the objectivity – or appearance of objectivity – of work assignments, performance appraisals, and employee treatment. Therefore, immediate relatives shall be ineligible for employment with the City if there is a supervisory relationship. No application for employment, promotion, or transfer for persons who are related to another person in the same department will be considered by the City if there is a supervisory relationship. The term "related" as used in this rule means persons with the following familial relationships: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

No Civil Service Board Member shall participate in any review of a personnel action or the recommendation for hiring, promotion, or transfer concerning an applicant or employee to whom the Board Member is related.

2.9 DATING AND FRATERNIZATION

Non-supervisory employees are permitted to date, develop friendships, and form other consensual personal relationships with one another as long as such relationships do not impact their ability to perform their duties at a satisfactory level while at work. However, any such relationship that adversely affects the City's spirit of teamwork, productivity, or overall cohesion will be addressed through corrective or disciplinary action. Moreover, any unprofessional workplace behavior such as personal displays of affection (holding hands, kissing, etc.) that occurs because of personal relationships will not be tolerated and will be addressed accordingly. In contrast, supervisors will not be permitted to engage in dating, sexual, or other intimate personal relationships with employees over whom they have authority. Actual or perceived favoritism, misuse of authority, and unprofessional behavior may result from such relationships. Any such relationships should be promptly reported to the Human Resources Director for appropriate management.

2.10 WORK SHIFT ASSIGNMENTS

When employed, each employee is assigned a work shift in accordance with the particular operational requirements of his/her Department. Any changes to those shifts, except where specially noted otherwise, shall be at the sole discretion of management. A minimum 24- hour notice will normally be given in order to allow the employee to make the necessary personal arrangements.

2.11 EXIT INTERVIEWS

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.

- Discharge - involuntary employment termination initiated by the organization.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

The City will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as reason for leaving, employee benefits, conversion privileges, repayment of outstanding debts to the City, or return of City- owned property. Suggestions, complaints, and questions can also be voiced.

Employees will receive their final pay in accordance with applicable state law. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits are paid in the following pay period after all final hours have been worked. Certain benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

2.12 USE OF CITY VEHICLES

Some employees may be assigned a City-owned vehicle because of the nature of their jobs and are permitted to take them home after normal working hours in order to respond to emergency callouts. Employees assigned a City-owned vehicle or any equipment for work, are responsible for its proper use and maintenance. Any defects noted should be reported to the immediate supervisor and the mechanic for repairs.

All City-owned vehicles must be operated according to the traffic laws of the State. Employees involved in an accident while driving a City-owned vehicle must do the following:

1. Assist any injured person.
2. Take the name and address of the other person (or persons) involved in the accident.
3. Notify the police - do not leave the scene until police arrive.
4. Do not admit fault.
5. Take the names and addresses of all witnesses present.
6. Notify your supervisor.

The primary use of a City–owned vehicle is for the purpose of City business. No unauthorized persons are allowed to ride in City-owned vehicles. Seat belts must be worn at all times by anyone driving or riding in a City vehicle, as well as by anyone conducting City business in their personal vehicle. No alcohol is permitted inside a City vehicle at any time unless being transported for evidence or use during an undercover operation. Employees are prohibited from using a cell phone while driving unless using a hands-free device. Police and Line Fire personnel are exempt by state statute when performing official duties.

Employees must maintain a valid Florida license that may be checked throughout the year for validity. As part of the hiring process, applicants are required to sign a written consent form allowing the City to check their motor vehicle report at any time prior to or during employment. Employees must maintain mileage reports per their departmental policy.

The use of a City-owned vehicle which is not a qualified non-personal use vehicle, while On-Call is defined as a taxable fringe benefit (see IRS Publication 15-B for further details). The taxable value of this benefit will be included in the employee's taxable income and reflected (for information purposes only) in Box 14 on the annual W-2.

2.13 UNIFORMS

Employees in certain jobs where uniforms are required may be furnished uniforms at no cost to the employee. Employees must return all uniforms when they terminate employment before the final paycheck will be processed. Uniforms not returned will be paid for by the employees.

2.14 PERSONAL APPEARANCE

It shall be the responsibility of all employees to represent the City of Panama City Beach to the public in a manner which shall be courteous, efficient, and helpful. City employees should always be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably the City's image. The employee's supervisor will discuss the subject of personal appearance with the employee if it is felt it does not positively reflect the image of the City of Panama City Beach.

2.15 PERSONAL HYGIENE

Employees are expected to adhere to established hygiene requirements which ensure that employees are presenting themselves to the public appropriately, that the City is being properly represented as an organization, and that employees are being considerate of their coworkers. The following hygiene requirements are applicable to all employees.

- Maintain personal cleanliness by bathing regularly.
- Oral hygiene (brushing of teeth) is required.
- Use deodorant/antiperspirant to minimize body odors.
- No heavily scented perfumes, colognes and lotions. These can cause allergic reactions, migraines, and respiratory difficulty for other employees and guests.
- Trimmed fingernails.

Employees will not be compensated for any work time missed because of failure to comply with designated workplace grooming standards.

If an employee's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific area to be corrected.

SECTION 3 DISCIPLINARY ACTION

3.1 INTENT

The City recognizes that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. The intent of the disciplinary process is to correct behavior, not to administer punishment. The purpose of the rules, and disciplinary action for violation of such rules, is

not intended to restrict the rights of anyone but to ensure the rights of all and secure cooperation and orderliness throughout the City.

3.2 DEFINITIONS

COUNSELING

Private discussion between the employee and supervisor and/or department head for the purpose of advising, reprimanding, or instructing the employee in a proper course of conduct.

WARNING

A statement to an employee that repetition of an act, specifically declared as a violation of City rules and regulations, may lead to further disciplinary action.

REPRIMAND

A disciplinary action consisting of a written statement of a discipline breach, an official action following lesser breach(es) of rules.

DISCIPLINARY SUSPENSION

Removal from active duty without pay for a specific period.

DISCHARGE OR DISMISSAL

Termination of an employee for cause, usually following a course of intermediate disciplinary steps, but, in certain instances, the result of a serious breach of conduct.

ADVERSE ACTION

Disciplinary action which results in dismissal, demotion, suspension or reduction in pay. Adverse actions may be appealed utilizing the Civil Service Board Procedures.

3.3 SUPERVISORY RESPONSIBILITIES

Whenever employee performance, attitude, work habits, or personal conduct fall below a desirable level, the employee's supervisor shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. The severity of disciplinary action will be related to the gravity of the offense and specific mitigating factors related to a particular instance, and the employee's record of past performance,

Supervisors who know of or reasonably suspect a subordinate’s violation of City policies shall take proper and reasonable action promptly. In some instances, employees may be guilty of minor rule infractions due to lack of understanding or unawareness of these rules. For this reason, departmental and City regulations are to be periodically reviewed in employee meetings and when infractions occur, the supervisor should promptly institute private discussion with the employee.

Supervisors, by virtue of their position are charged with knowing and enforcing the policies of the City. Supervisors shall diligently investigate complaints and shall actively monitor subordinate employees for compliance.

3.4 PROCEDURE

A) The immediate supervisor shall have authority to warn employees of violations or discrepancies in their work performance, and to counsel with them to prevent repetition.
B) In all cases other than initial warnings, full details of the action, including facts, counseling and penalty, shall be recorded on an Employee Discipline Record Form (police officers and firefighters will follow the provisions set forth in Florida Statue 112 when applicable.). Copies of this form will be prepared for Human Resources and the employee. In all such instances, forms will be signed by the preparing supervisor, the Department Head, and the employee will be given an opportunity to sign the form as indication that he/she has seen and read it, but not necessarily agrees with it.
C) In cases involving adverse action up to and including suspension, the supervisor or Department Head shall consult with the City Manager and Human Resources to review all relevant information and determine the appropriate disciplinary action. The Department Head or City Manager shall then prepare all relevant materials and present to Human Resources
D) In cases involving termination, the Department Head's recommendation shall be presented to the City Manager following the completion of Step B herein.
E) The City Manager shall consider the Department Head's recommendation and all relevant material in making a final determination. The City Manager may affirm, reduce or dismiss the recommendation of termination.

3.5 AUTHORITY

A) Any employee of the City who is guilty of employee misconduct may be subject to disciplinary action.
B) The City Manager, Assistant City Manager or Department Head may bring charges of employee misconduct against any subordinate employee. An employee has the right to have a co-worker present during a disciplinary interview.
C) No employee shall be fined a sum in excess of one month's compensation.
D) No employee shall be suspended for a period in excess of thirty days.
E) Procedures under this section do not apply to terminations resulting from Reductions in Force.
F) The City Manager has the authority to discipline, demote, suspend and terminate an employee.
G) The Civil Service Board shall be the sole authority vested with the power to review an adverse action within the provision of these rules, against any employee who is a member of Civil Service.

3.6 REASONS FOR DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE

Causes for disciplinary action follow, but disciplinary action is not limited to the offenses listed.

A) Incompetency, inefficiency, carelessness or negligence in the performance of duty;
B) Does not meet job qualification standards;
C) On or off duty misconduct that leads to arrest and conviction;

D) Insubordination (refusal to obey an order or accept an assignment);
E) Failure to report to work and being absent 3 successive days without proper notification;
F) Excessive absenteeism or tardiness;
G) Abuse, damage or theft of property;
H) Negligent use or misuse of a City vehicle or equipment;
I) Intentionally giving false statements in connection with the City;
J) Violation of Civil Service Rules, City ordinances, administrative regulations or department rules;
K) Use of illegal drugs, drinking alcoholic beverages or being intoxicated on the job (exception for undercover Police Vice Operations);
L) Unethical conduct on or off -the-job which reflects unfavorably on the City;
M) Acceptance of gifts, gratuities, or loans as specifically forbidden in these rules;
N) Loss of job requirements, i.e., loss of necessary license, that prevents an employee from doing the assigned job;
O) Dishonesty, including falsification/omission of information on employment application or work record(s);
P) Leaving work without permission;
Q) Failure to use personal protective equipment or follow safety precautions/procedures;
R) Endangering the safety of oneself or others through horseplay;
S) Sleeping, loafing or loitering on the job;
T) Harassment;
U) Abusive/threatening language to a supervisor, coworker or member of the public;
V) Fighting with, and/or displaying other abusive behavior towards, or threatening coworkers;
W) Violation of Drug-Free Workplace policy;
X) Computer fraud/security violations;
Y) Using City time/resources for personal gain;
Z) Any behavior or conduct which negatively reflects on the City's image while driving a City vehicle or wearing a City uniform;
AA) Unauthorized possession of a weapon while actively on duty. The only exception is law enforcement personnel; and
BB) Possession of illegal drugs/alcohol in a City vehicle or on City property unless gathered for evidence or used for undercover Police Vice Operations.
CC) Any other reason which in the City's sole discretion warrants disciplinary action.

3.7 MISDEMEANORS AND/OR FELONIES

Employees must immediately notify their supervisor and/or Department Head within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigations and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation, may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are

completed, and all related administrative matters are concluded. Such a determination will be made by the City Manager in consultation with the Assistant City Manager, Department Head and Human Resources. An employee on administrative leave may, at the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

3.8 COMPLAINT ADJUSTMENT

The disciplinary process is intended to provide employees with due process, information, feedback, and if necessary, an avenue of appeal through the Board of Civil Service Commissioners. Police officers and firefighters will also follow the provisions set forth in Florida Statute 112 when applicable. During the disciplinary process, the employee will receive copies of all reports and information relating to the alleged offense. All such information will become part of their personnel file. All information will be discussed with the employee by their Supervisor.

If an employee feels they have been judged unfairly, the employee is entitled to appeal, through the established chain of command, any disciplinary action. (Refer to the Civil Service Charter Section 6-12 page 6 for details.)

It shall be the policy of the City to attempt to resolve disputes which may arise between employees and their Supervisors, provide clarification or interpretation of the City's policies and procedures or resolve matters of perceived discrimination or harassment in an amicable, professional and systematic manner. The complaints of employees shall be addressed without fear of reprisal or retribution through the complaint adjustment process.

3.9 RESPONSIBILITY

A. The immediate supervisor shall have authority to warn employees of violations or discrepancies in their work performance, and to counsel with them to prevent repetition.
B. In all cases other than initial warnings, full details of the action, including facts, counseling and penalty, shall be recorded on an Employee Discipline Record Form. Copies of this form will be prepared for Human Resources and the employee. In all such instances, forms will be signed by the preparing supervisor, the Department Head, and the employee will be given an opportunity to sign the form as indication that he/she has seen and read it, but not necessarily agrees with it.
C. In cases involving loss of time due to adverse action, the immediate supervisor shall counsel with the Department Head to determine the proper action. The City Manager is to be consulted prior to final action to assure consistency in application of disciplinary action. The City Manager retains the right to alter or deny any proposed discipline.
D. In serious cases which may take place at hours where the Department Head is unavailable and where immediate action is deemed necessary, the immediate supervisor is authorized to send the employee home for the balance of the workday, pending final action and a decision by the Department Head.
E. In cases where time is lost or where dismissal is recommended, the supervisor, in conjunction with the Department Head and Human Resources, shall prepare materials for presentation to the Civil Service Board for a possible hearing.

F. When an employee has committed an illegal act, the problem of discipline may pass from the hands of management to the law. Absences caused by legal entanglements extraneous of City employment may be granted as leave without pay.
G. The City Manager, or acting City Manager is the only one who has the authority to terminate an employee.

SECTION 4 EMPLOYEE DISPUTES AND COMPLAINTS

4.1 PURPOSE

A) The primary purpose of a dispute resolution procedure shall be to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of practices, policies and procedures which affect employees. This will tend to identify and eliminate conditions which may cause misunderstandings. The intended purpose is defeated if a spirit of conflict enters into the consideration of a dispute or complaint. Supervisors and employees alike shall recognize the true purpose of a dispute resolution procedure if it is to be of value in promoting the well-being of the City.
B) Vital to the success of this policy is an alertness of all supervisory personnel to the importance of their being completely helpful to employees by objectively reviewing any job-related employee problems. Supervisors shall do everything possible to clearly and precisely understand the basis and nature of the problem, including cause and effect.
C) It is important that these matters be resolved at the earliest opportunity and at the lowest level possible, in an expeditious fashion. The gathering of information, resolving problems and transmitting information shall be accomplished at the lowest possible supervisory levels.

4.2 DEFINITION OF A DISPUTE

A dispute is a cause of distress, such as an unsatisfactory working condition or relationship, between employees and/or supervisors. A dispute may involve a violation of the City's policies and may result in adverse action. Adverse actions are not subject to a review as a dispute or complaint as there is a separate procedure.

4.3 PROCEDURE FOR HANDLING DISPUTES

It is the intent of the City to be fair and reasonable with all employees at all times. However, in the relationship of employee to employee, or employee to employer, problems may develop. Fair handling of a problem or complaint cannot be given if an employee does not let appropriate management know about the problem. The City encourages the resolution of problems on an informal basis whenever possible. However, when a problem cannot be resolved informally, we will follow the following procedure.

A) To provide a harmonious working relationship between the City and its employees, all disputes or complaints shall be presented in the manner hereinafter set forth. Police officers and firefighters will follow the provisions set forth in Florida Statute 112 when applicable.

Step 1: A complaint shall be presented in writing, on forms posted on Sharkbyte, to the employee's immediate supervisor, within five (5) working days after an incident giving rise to a dispute takes place. The supervisor shall answer the complaint in writing within five (5) working days. If the employee, the supervisor and any other employees directly involved in the dispute are unable to resolve the complaint, the employee shall have the right to present the complaint to the Department Head for which they work in accordance with Step 2.

Step 2: If an employee is unable to resolve his/her complaint at Step 1, the employee may present their written complaint, to the Department Head or designee for which they work. The written complaint shall be presented within five (5) working days following receipt of Step 1 response with an explanation as to why the dispute could not be resolved at the preceding step. Within five (5) working days after receiving the written complaint, or at another mutually agreeable time, the Department Head shall meet with the employee to discuss the complaint and the Department Head shall issue a written decision within five (5) working days following the conclusion of such meeting. At any time during this process, the Department Head can take the complaint directly to the City Manager if necessary. If the employee is dissatisfied with the decision of the Department Head, they may then present the complaint to the City Manager in accordance with Step 3.

Step 3: If an employee is unable to resolve his/her complaint at Step 2, the employee may present their written complaint to the Human Resources Director. The written complaint shall be presented within five (5) working days following receipt of the Step 2 response with an explanation as to why the dispute could not be resolved at the preceding step. Upon receipt, the Human Resources Director shall initiate an investigation into the dispute and may request documents, interview witnesses, and enlist the assistance of the City Attorney. Upon completion of the interview, the Human Resources Director shall review the findings with the City Manager and the Department Head. Based on the investigation findings, the City Manager shall issue a written decision within five (5) working days of the completion of the investigation which shall be binding upon the parties. Complaints concerning the City Manager, City Attorneys or City Clerk may be presented to the City Council.

4.4 COMPLAINT INVESTIGATIVE PROCEDURES

1. An employee may be accompanied by another employee during all discussions of a complaint or dispute.
2. All employees of the City have an affirmative duty to cooperate with complaint investigations including, but not limited to, the following duties:
   A. Upon request from the Human Resources Director, employees shall submit for an in-person interview.
   B. Employees shall provide honest and candid testimony and shall not withhold information relevant to the investigation.
   C. Employees shall keep all information regarding the City's investigation confidential and shall not discuss the City's investigation with co-workers until the conclusion of the City's investigation.
3. Any employee who fails to cooperate with an investigation, withholds information, or otherwise takes actions which impede or obstruct an investigation shall be subject to disciplinary action up to and including termination.

4.5 WHISTLEBLOWER AND RETALIATION

The objective of this policy is to ensure that the City of Panama City Beach maintains an effective, easy-to-use process for employees to raise concerns regarding potentially unlawful or unethical behavior within the organization and that ensures protection against retaliation for the whistleblower. Employees who know or suspect that the City has engaged in a violation of any law or policy of the City or of any gross mismanagement or other neglect of duty must provide such information regarding the known or suspected violation in writing to the City Manager, City Attorney, Human Resources Director or Mayor.

Employees who make a protected disclosure as described above will not be penalized in any employment action for engaging in any protected activity including making a complaint, making a discrimination claim, participating in an investigation, taking protected leave, asking for an accommodation for a disability, and/or making a claim for Workers' Compensation.

It is the responsibility of all Department Heads, supervisors and employees to comply with this policy and report concerns in accordance with this policy.

SECTION 5 HOURS OF WORK AND ATTENDANCE

5.1 HOURS OF WORK

The City Manager shall establish the hours of work in accordance with the needs of the City. Taken into account are the reasonable needs of the public who may be required to do business with various City departments. Generally, administrative offices observe a 7:30 a.m. – 4 p.m., Monday through Friday work schedule with a one hour break each day staggered to allow citizen access to departments throughout the day.

5.2 ATTENDANCE

In order to provide City taxpayers with proper services, it is necessary that employees come to work as scheduled and on time. Scheduled working hours are established for all City employees. Employees are expected to be at their assigned work area at the beginning of the work period. Reasonable allowances may be made when late arrivals cannot be helped, provided proper notice is given and late arrivals are infrequent and not abusive.

5.3 AUTHORITY FOR ABSENCE

No employee shall be absent from his/her regularly scheduled duties except by authority of his/her immediate Supervisor. Employees absent due to reasons beyond their control will be responsible for explaining their absence to their immediate Supervisor prior to the beginning of their shift. In cases where an extended absence or illness is expected, the immediate Supervisor shall have the authority to modify the above daily reporting requirements. Except in cases of leave incident to occupational disability, illness, FMLA, jury duty, military training, maternity or academic leave, all absences in excess of fourteen days must be approved by the City Manager.

5.4 SAFE HARBOR POLICY

It is the City of Panama City Beach's policy and practice to accurately compensate employees and to do so in compliance with all applicable State and Federal laws. To ensure that you are paid properly for all

time worked and that no improper deductions are made, you must correctly record all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

A) It is a violation of the City of Panama City Beach's policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation for any City of Panama City Beach employee or supervisor to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. Any violation should be reported to the Human Resources Department immediately.
B) You should not work any hours outside of your scheduled workday unless your supervisor has authorized the unscheduled work in advance.

5.5 METHOD OF PAYMENT

The City of Panama City Beach utilizes direct deposit to pay all employees. Employees have two choices for direct deposit.

Option 1: Net pay will be direct deposited at the financial institution of the employee's choosing. Employee is required to provide a signed direct deposit authorization form along with either a voided check or a printout from the financial institution including both the routing number and account number.

Option 2: Net pay will be direct deposited on a Money Network Payroll Debit Card.

Employees that do not elect either form of direct deposit, or fail to provide account information, will be automatically enrolled in the Money Network Service. This enrollment can be changed at any time by providing valid financial institution information.

If an error is discovered with a paycheck (whether overpayment or underpayment) the following procedure will be followed to correct the error:

A) The incorrect paycheck will be voided and reissued as a paper check.
B) The incorrect check will be debited from the employee's financial institution and reissued, if applicable, at the correct amount upon full receipt from the employee's financial institution.

5.6 TIMEKEEPING PROCEDURES

The City uses a time and attendance system that collects actual time entered by the employee using a time clock, smart phone application or computer. The time and attendance system and associated work records will become the official basis for recording hours worked for all employees of the City of Panama City Beach. Absence records (e.g., PTO) will also be recorded using the time and attendance system.

Unless otherwise notified, each employee is required by federal law and by The City to keep an accurate record of his or her hours worked each day. You will generally use the timekeeping system to record your beginning work time, the time you break for lunch, the time you return from lunch and the time you end the workday. Any other break from work for more than fifteen minutes must also be accounted for by using the timekeeping system to record the beginning and ending times of the break. We expect you to accurately record all of the time that you work for the City.

You are expected to begin work immediately following “clocking in.” Additionally, if you perform any work when you are not “clocked in,” you must immediately report that time to your supervisor.

If you forget to record your clock “in” or “out,” notify your supervisor immediately so that the time can be accurately recorded in our system for payroll purposes. Any changes or corrections to your time record must be acknowledged, in writing, by you and your supervisor. You must still clock in/out and your time will be corrected by your supervisor or Department Head.

Under no circumstances may any employee clock in/out or otherwise record time for another employee.

It is the policy of our Organization that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. Reading, sending, or otherwise working on emails off work hours constitutes work and is strictly prohibited without such prior approval. Employees are responsible for monitoring the number of hours they are working each day/week. There will be disciplinary action taken if an employee works unapproved overtime.

No employee may “volunteer” their time or otherwise work “off-the-clock” and no supervisor or manager has the authority to require, permit or ask any staff to work hours without reporting them.

Employees violating any provision of this policy are subject to discipline, up to and including termination.

5.7 BIOMETRIC INFORMATION

The City may use biometric information (retina or iris scan, fingerprint, voiceprint, or scan of hand) for building access, office access, work time data collection or attendance data collection.

The City does not store your biometric information and collects it solely for legitimate work-related purposes. Once the need for the biometric data has been satisfied, such as when employment ends, the data is permanently destroyed.

By executing the handbook acknowledgement and using the biometric scanners in place at the City, you are providing your consent and authorization for the organization to use your biometric data for the specific purposes stated above.

5.8 REPORTING ABSENCES

To report an absence, an immediate Supervisor or Department Head, must be notified prior to the time set for beginning daily duties. Employees in a department operating on a 24-hour basis must notify their department within the time limit established by the appropriate Department Head. An unauthorized absence of three consecutive days without proper notification may subject an employee to a voluntary

termination for job abandonment. This provision may be waived by the City Manager if evidence is submitted that it was impossible to give such notification.

5.9 TARDINESS

A) It is recognized that from time-to-time unforeseen emergencies may occur which may make it impossible for an employee to promptly report for work. In such emergencies, a Department Head, through his respective supervisors, may excuse the tardiness.

B) Employees who are late without justifiable reasons, or who have a record of repeated tardiness, regardless of reason, may be subject to disciplinary action.

5.10 TERMINATION OR LEAVE OF ABSENCE DATES

When completing the Payroll/Change Request Form, the effective date of a termination (voluntary, involuntary, compulsory, or failure to return from an approved leave of absence) shall be the last day worked or the last day for which pay was received (e.g., time off with pay for personal illness). The start date of a leave of absence shall be the date following the last day worked or the last day for which pay was received, as in the preceding example. The leave ending date shall be the last day of the authorized leave period. Refer to Section 6, for types of leaves of absence.

5.11 ON-CALL/STANDBY

The Fire Department has On-Call/Standby guidelines and their employees will be paid according to those guidelines. All other types of employees will receive "on-call" pay under the following guidelines:

A) A non-exempt employee, who is assigned to be on-call for hours beyond the normal workday, shall be paid $25.00 for each day assigned "on-call."

B) If a non-exempt employee is "on-call" and is called into work, he or she must record all actual hours worked but will receive a minimum of two hours pay at the regular rate of pay or time and one-half for every hour actually worked over 40 hours in a work week as a result of being called into work. Multiple calls that run together are counted as one call for this provision.

C) On a designated holiday, the employee will receive a minimum of two hours at time and one-half rate of the employee's regular rate of pay.

D) Employees "on-call" shall not engage in any personal behavior that would prevent them from performing their assigned or emergency duties.

E) Employees on an on-call assignment shall either answer the call or return the call within 15 minutes of the time of the initial call to confirm receipt of the request and communicate response time. Secondly, they shall be en route to location within 15 minutes of being called to the site of the issue without detour or stopping for personal purposes. Failure to respond within these timeframes shall render the employee ineligible for on-call pay for that day.

F) Employees must keep detailed and accurate records of work performed and are subject to verification.

G) If a non-exempt employee is "on-call" and is called into work and has not been issued a City vehicle to use, he/she will receive a minimum four hours pay. He or she must record all actual hours worked.

UTILITIES DEPARTMENT PERSONNEL ON-CALL

The following positions are eligible for On-Call/Standby Pay:

- Utilities Service Workers – 1st & 2nd On-Call
- Lift Station Mechanics - 1st & 2nd On-Call
- Electricians - 1st On-Call
- Instrumentation and Control Technicians - 1st On-Call
- Wastewater Facility Maintenance Workers - 1st On-Call
- Water Storage & Pump Station Operators - 1st On-Call

* Additional positions may be included in the policy as operational needs dictate, subject to the Utilities Director, Assistant City Manager and City Manager approvals.

POLICE DEPARTMENT PERSONNEL ON-CALL/STANDBY PAY

The following positions are eligible for On-Call/Standby Pay:

1. Investigations
    a. Non-exempt employees (Investigators) that are assigned to be on call for hours beyond the normal workday, shall be paid $25.00 for each day assigned "on-call". Normal call out procedures shall still apply, e.g. two-hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.
2. K9
    a. Non-exempt employees (K9 Officers) shall be paid $25.00 for each day ONLY if it is that Officer's day off and no other K9 is assigned to the work schedule. Normal call out procedures shall still apply, e.g. two-hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.
3. Traffic Homicide Investigators (THI)
    a. Non-exempt employees (Traffic Homicide Investigators) shall be paid $25.00 for each day ONLY if it is that Officer's day off and no other THI is assigned to the work schedule. Normal call out procedures shall still apply, e.g. two-hour minimum, and all actual hours are still to be recorded in the City's timekeeping system.

*** On-call officers/employees shall not engage in any behavior that would prevent them from being able to respond and perform their assigned and/or emergency duties ***

ADMIN PERSONNEL ON-CALL/STANDBY PAY

The following positions are eligible for On-Call/Standby Pay:
One admin IT staff member shall be paid $25.00 for On-Call/Standby Pay per day each weekend. This employee will be required to carry the IT support phone, answer, and provide support for any issues that arise on Saturday or Sunday. They will be paid for actual time worked if support can be provided remotely and subject to the two-hour minimum if required to drive into the office.

5.12 OVERTIME

A) In any department, overtime may be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting unusual workloads or deadlines. Overtime may be directed and authorized by Department Heads for specific eligible classes of positions in accordance with guidelines approved by the City Manager. In the absence of approved guidelines, a Department Head shall authorize or direct overtime for a particular class of employees only after the approval of the City Manager has been obtained.

B) Employees who incur overtime without prior approval shall immediately report such overtime to their Department Head. The Department Head may retroactively ratify any overtime incurred when he or she determines that the overtime was otherwise justifiable under this policy. Employees who incur overtime without such ratification may be subject to disciplinary action.

C) The Fair Labor Standards Act requires that overtime at the rate of time and one-half the regular rate be paid for hours worked as follows:

For regular employees, hours over 40 in a work week;
For fire protection employees, hours over 212 in a 28-day work period;
For law enforcement officers, hours over 86 in a 14-day work period.

D) The Classification Plan shall prescribe groups of classes or types of positions which are exempt from overtime provisions.

5.13 SHIFT DIFFERENTIAL PAY

OBJECTIVE

It is the policy of the City of Panama City Beach to provide additional compensation for identified shifts within the Pier and Wastewater operations. This policy applies to any non-exempt employee working during the defined shift.

DEFINITIONS

Authorized Differential Position – Position/shift designated by the Department Head.

Shift Differential Pay – Payment of $1.00 per hour for hours worked by an employee assigned to an authorized differential position.

Differential Hours –

Wastewater – 6:00PM – 6:00AM (Two shifts: 6 p.m. – 6 a.m. & 12 a.m. – 6 a.m.)

Pier – 11:45 p.m. – 9:45 a.m.

POLICY

The policy/procedure applies only to positions designated and approved as differential positions.

Shift differential shall apply to physical hours worked during evening and night shifts as defined for the department. If the work week consists of a combination of day and evening shifts, the differential will be paid only for the days of the defined shift. Shift differential pay will not apply to time off, such as holidays, personal time off, etc.

An employee temporarily assigned to work in an authorized differential position/shift (to which another employee is normally assigned) may receive shift differential pay for the shift worked. For example – coverage of an employee absence.

PROCEDURE

Employees assigned to a defined differential position/shift must clock in utilizing the shift differential Code. Employees clock in under this code as follows:

1. Log in to the clock via fingerprint
2. BEFORE CLOCKING IN – choose Edit Job Details
3. Touch the blue "Select" bar for a drop down of codes
4. Select SR (Regular-Shift 1)
5. Employee is now clocked in and can exit the system.
6. Clock out at the end of the shift.

Supervisors must identify employees assigned to qualified shifts by notifying the payroll department. Notification must be made during temporary assignments – this includes the date the assignment begins and ends. Failure to properly notify payroll could result in an incorrect payment of wages to the employee. The SR hours type code is a regular pay code which will calculate at the employee's standard rate of pay.

The payroll department will attach the shift differential code to the eligible employee's profile. This code will add $1.00 per hour for each eligible hour clocked under the SR code. The employee will be able to see the total hours worked under the SR hours type code match the dollars paid under the code.

SECTION 6 LEAVES

6.1 ADMINISTRATION

A) All leave must be recorded on the City's timekeeping system and shall be recorded in 15-minute increments.

B) Supervisory personnel shall be responsible for monitoring and confirming all time away from the job by employees under their supervision, whatever the reason, so that the proper leave account may be charged or the employee paid only for the time actually worked. Any deliberate omission or falsification, by any employee or supervisor, of the information required by this section shall be adequate grounds for disciplinary action.

C) Each paycheck earnings statement reflects the balance of employee leave. Employees are responsible for ensuring the accuracy of balances as shown on their paycheck statement. Any error in balances must be reported to Payroll within 14 calendar days after receiving the report; otherwise reported balances are assumed to be correct and shall stand.

6.2 PTO LEAVE

PURPOSE

The purpose of paid time off, hereinafter known as PTO, is to establish a leave program that allows eligible employees flexibility in planning for and taking time off. PTO combines personal business or recreation, medical appointments and unexpected absences such as personal illness or family illness, into a single system that simplifies accountability and tracking.

Accrual of PTO begins on the date of employment for all regular employees, and in most cases, ends with the date of separation. Regular employees for the purpose of PTO are all employees except part-time and temporary/seasonal status employees. PTO accrual for fractions of a month shall be prorated based on hours credited in a pay period. For the purpose of computing PTO taken, only normal working days/schedules are to be counted as leave.

PTO shall be accrued based on the following schedule of continuous service for regular employees who work 2,080 hours per year:

Less than 5 years of service	152 hours per year
5 – 9 years of service	176 hours per year
10 – 14 years of service	200 hours per year
15 – 19 years of service	224 hours per year
20 years or more of service	248 hours per year

PTO shall be accrued based on the following schedule of continuous service for Fire Rescue employees who work 2,756 hours per year:

Less than 5 years of service	204 hours per year
5 – 9 years of service	235.2 hours per year
10 – 14 years of service	268.8 hours per year
15 – 19 years of service	298.8 hours per year
20 years or more of service	331.2 hours per year

ELIGIBILITY

A) All full-time employees are eligible to accrue PTO.
B) Temporary or part-time employees shall not be eligible for annual leave.

USE OF PTO LEAVE

Employees shall begin accruing PTO on the beginning date of employment but shall not be permitted to use PTO until completion of three (3) months of continuous employment. In some cases, a new employee may need to use time prior to completion of the 90-day waiting period, and this exception may be approved by the Department Head.

The employee shall charge absences from work to PTO according to the number of leave hours rounded to fifteen (15) minute minimum increments. The timeclock will read (0.25, 0.5, 0.75 or 1.0)

Human Resources will be responsible for the implementation and compliance of this policy. Any amendments made after the effective date will be made available to all employees of the City.

EXHAUSTION OF PTO LEAVE

When an employee qualifies for FMLA and the employee's PTO and other available leave has been exhausted, any absences from work due to a medically certified illness or injury will be taken as leave without pay (LWOP) during which time no further PTO accrues.

If an employee has exhausted all FMLA and PTO (and any other available leave) and requests additional time off, the employee's supervisor may deny approval of the request. If the supervisor would like to grant the requested leave time, it must be approved by the City Manager.

APPROVAL OF PTO LEAVE REQUESTS

An employee must request PTO in advance in accordance with current timekeeping policies and procedures (Section 5.6) so conflicts may be avoided, and coverage assured. Approval of PTO is based on the needs of the department and is not guaranteed. Leave requests in excess of two consecutive weeks must be approved by the City Manager.

A maximum of 380 hours may be maintained in a PTO bank (440 for Line Firefighters). After completion of 6 months of service, employees in regular positions will be eligible for payment of accumulated PTO leave not to exceed 380 (440 for Line Firefighters) hours and any unused annual PTO leave in cases of separation from employment with the City. An employee with less than six months service is NOT eligible for PTO leave pay upon separation. If an employee has not completed one year of service, they are only eligible for 50% of accumulated PTO leave in cases of separation from employment with the City.

More than 6 unscheduled absences within a calendar year, especially those occurring on the first or last day of the employee's work week/schedule, may result in disciplinary action up to and including termination.

If an emergency prevents prior approval of leave, the employee must contact his/her immediate supervisor by his/her scheduled start time to report the absence. If the immediate supervisor cannot be reached, the employee should contact and secure the approval of the designated supervisor next in line of authority or the employee's Department Head.

PTO ADVANCES PROHIBITED

No employee shall be allowed to use PTO that has not already been accrued.

PTO RECORDS

PTO accumulation and usage records for all employees shall be maintained in the timeclock and by payroll. No PTO shall be granted except on the basis of such PTO records.

ANNUAL CASH OUT OPTION

Each December there will be an optional cash out of PTO. You must keep at least 40 hours of PTO in your PTO bank. The City may purchase back at your current rate of pay between 40-80 hours annually, depending on your years of service. General Employees who have completed (by Dec 1st of each year) 1-4 years of service can sell up to 40 hrs.; 5-9 years: up to 50 hrs.; 10-14 years: up to 60 hrs.; 15-19 yrs.: up to 70 hours; 20+ yrs.: up to 80 hrs. Fire Employees (2,756) who have completed (by Dec 1st of each year) 1-4 years of service can sell up to 53 hrs.; 5-9 years: up to 66 hrs.; 10-14 years: up to 79 hrs.; 15-19 yrs.: up to 92 hours; 20+ yrs.: up to 106 hrs.

Requests for Cash-out must be received no later than December 1st and will be paid on the first available payday in December (Should the first pay date in December be scheduled for December 1st, the Cash-out will be paid by the following pay date).

6.3 SICK LEAVE BANK (SK1)

This section applies only to those employees who have banked sick leave hours remaining prior to the conversion of the sick leave program on June 1, 2017.

When using these hours, they shall be charged in fifteen (15) minute minimum increments. Should holidays occur during the sick leave period, the holidays shall not be chargeable to banked sick leave.

To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Head prior to his/her scheduled start time to report the absence. An employee operating on a 24-hour basis must notify the department within the time limit established by the department. This provision may be waived if the employee submits evidence that it was impossible to give such notification. The Department Head may request a physician's statement to verify the illness of an employee or member of an employees' family.

Sick bank hours may only be used when all PTO has been exhausted and the employee is still out for the reasons listed below:

Personal injury, pregnancy, illness, or disability not connected with work and also for workers' compensation and reasons granted under FMLA.

Medical, dental, optical or chiropractic examination or treatment.

Exposure to a contagious disease which would endanger others as recommended by a physician.

Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. The employee's immediate family shall include the following for either the employee or spouse: parent, sibling, spouse, children, nieces, nephews, stepparent, stepchildren, stepsibling, half-sibling, father and mother-in-law, daughter-in-law, son-in-law, aunts, uncles, grandchildren and grandparents.

Banked sick leave shall not be used if an employee submits a resignation and then prior to the last day of work requests sick leave bank hours, unless a medical certificate is provided certifying that such absence was occasioned by illness that prevented the employee from working. Likewise, employees who have officially provided a future retirement date shall not be allowed to use more than ten (10) days of banked sick leave per calendar year in order to maintain workforce integrity. Additional time may be granted with proper medical certification.

SK1 PAYOUT

Regular full-time employees who were employed on or before January 1, 1998, will be paid for not more than 2080 (2756 for line firefighters) accumulated sick leave hours upon separation. A line firefighter changing to a 2080 annual hour employee, will not be paid for more than 2080 hours under this rule.

Regular full-time employees hired after January 1, 1998 but before August 1, 2001, are eligible for not more than 500 hours of accrued sick leave upon separation.

Regular full-time employees hired after August 1, 2001 but before June 1, 2017 are eligible to be paid for accrued sick leave upon separation based on the following schedule not to exceed the cap of 500 hours paid:

YEARS OF SERVICE COMPLETED	ACCRUED SICK LEAVE PAID UPON SEPARATION
1-9	0%
10-14	50%
15-19	75%
20+	100%

Regular full-time employees hired after June 1, 2017 are not eligible to be paid for accumulated sick leave upon separation.

Employees who are participants in the Deferred Retirement Option Plan (DROP) may apply each year they are in the DROP for an early payout of up to 20% of their maximum hours eligible to be paid out as of June 17, 2017 (i.e., the hours frozen) or 200 hours of their accumulated sick leave, whichever is more. The deadline for such annual application shall be at least 30 days prior to the desired payout date.

Payouts shall not be affected during any pay period in which the applicant has accrued overtime.

6.4 SICK LEAVE POOL

The City's sick leave pool allows participating full-time employees to pool leave for use after all other available leave is exhausted. You may become a participant in the pool if you meet the following criteria.

- Have completed 12 months of continuous service with the City as a full-time employee
- Have a minimum of 120 hours of PTO accumulated at the time of application
- Be actively at work (not currently on leave)
- Have no knowledge of a pre-existing health condition that would result in being unable to work in the future

Open Enrollment for the sick leave pool takes place in January of each year.

Please see the Human Resources department for more information.

6.5 FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act of 1993 (FMLA), the City of Panama City Beach has adopted a Family and Medical Leave Policy. An employee who has exhausted FMLA leave may still be eligible for other types of leave provided in this handbook.

The City of Panama City Beach may allow eligible employees (as defined in the full policy available in the Human Resources Department) to take up to 12 weeks of unpaid leave in a consecutive 12-month period in certain family and medical situations. For example, an employee taking six (6) weeks FMLA leave on January 5, and an additional six (6) weeks FMLA leave on March 1st, is not entitled to additional Family and Medical Leave until January 6 of the following year.

6.5.1 FAMILY AND MEDICAL SITUATIONS FOR WHICH LEAVE MAY BE GRANTED

In order to be eligible for FMLA, the employee must have been employed by the City of Panama City Beach for at least 12 months and actively worked 1,250 or more hours for the City during the 12-month period immediately preceding the date the FMLA leave would begin.

A) Leave meeting the following conditions shall constitute FMLA leave:

1) The birth of a child of an employee and leave is to care for the child.
2) The placement of a child with the employee through adoption or foster care.
3) To care for an employee's spouse, child or parent who has a serious health condition. A child, for purposes of this paragraph, includes a child who is a biological, adopted, or foster child, step-child, legal ward, or child for whom the employee acts as a parent, who is under eighteen (18) years of age or eighteen (18) years of age, or older and is incapable of self-care because of a mental or physical disability.
4) A serious health condition of an employee, which renders him/her unable to perform the essential functions of his/her position.
5) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
6) A qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) as a member of the National Guard or Reserves in support of a contingency operation as defined under 29 C.F.R. § 825.126.

B) To take FMLA leave, you must provide the City with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the Human Resources Department at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next workday). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the Human Resources Department as soon as you can.

C) Qualifying FMLA leave shall run concurrent with any other paid or unpaid leave for which an employee qualifies. An employee out on FMLA leave must concurrently use any accrued PTO.

D) The Human Resources Department will guide you in completing the appropriate forms for FMLA leave.

6.6 BREAK TIME FOR NURSING MOTHERS

The Federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The City will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged, or in any other manner discriminated against, in exercising their rights under this policy.

6.7 HOLIDAY LEAVE

A) All City employees shall have the following holidays with pay each year:

New Year's Day	Veteran's Day
Martin Luther King Jr Birthday	Thanksgiving Day
Presidents Day	Friday following Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	Employee's Birthday

B) Applicable rules for holiday leave are as follows:

1) Employees not required for emergency, health, or security reasons who work on the days designated for the above-listed holidays will be given time off and paid the daily equivalent of their regular pay.
2) Should a holiday fall on an employee's unscheduled workday, the employee will be paid eight (8) hours in lieu of the time off.
3) Employees who, by the nature of their assignments are required to work during holiday observance, will be paid eight (8) hours for the holiday in addition to pay for the time actually worked.
4) To be eligible for holiday pay, the employee must work his/her last full scheduled day prior to the holiday and his/her first full scheduled day immediately following the holiday except when the employee is on approved leave.
5) Employees on approved leave, during periods when recognized holidays occur, will not have the day of the holiday charged against their other leave account but will be paid eight (8) hours pay for the holiday instead.
6) For those not required to work on the holiday, the equivalent of eight (8) hours pay will be used for the purpose of this holiday policy.

For Example: Wastewater Department employees who work a ten (10) hour, four-day, forty (40) hour basic work week, the equivalent of one day's pay shall be eight (8) hours pay for employees who do not work on the holiday. Wastewater Department employees who do work on the holiday will be paid eight (8) hours in addition to being paid for hours actually worked.

7) Should a holiday fall on a Saturday, then the Friday preceding such holiday shall be the day declared off for such purpose, and, if such holiday shall be on a Sunday, then the following Monday shall be the day declared off for such purpose. In the event the dual holidays of Christmas Eve and Christmas Day should fall on Friday and Saturday, Saturday and Sunday, or Sunday and Monday, then Friday and the following Monday shall be the days declared off for such purpose.

6.8 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, all regular full-time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The City may require verification, in the form of a death certificate or copy of a published obituary, of the need for the bereavement leave.

Immediate Family Defined for Bereavement Leave:

Immediate family members are defined as an employee's spouse, domestic partner*, parents, stepparents, sisters, brothers, children, stepchildren, child's birthparent, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

* Domestic partner means an employee's partner in a committed, intimate relationship evidenced by cohabitation.

6.9 MILITARY LEAVE

Military leave of absence occurs when an employee leaves his/her job to enter military service. Such employees are guaranteed re-employment rights and other pay and job protections under federal law. Upon completion of military service, employees are entitled to be restored to their former jobs with full seniority, or to a position offering the same pay, rank and seniority. Along with protecting the employee's pre-service rate of pay, federal law mandates that returning service personnel be given any general increases, length-of-service, or cost-of-living pay hikes they would have received had their employment not been interrupted by military duty.

Military leave may be granted upon the following conditions:

A) The employee has received notification from proper authority or voluntarily enlists in military service.
B) A verified copy of the official notification of induction, or recall, to military service is presented to the City prior to the taking of such leave. A record of this notice will be placed in the employee's personnel file.
C) In accordance with Section 115.07, Florida Statutes, an employee who is a member of the National Guard, or in an organized military reserve of the United States, will be granted a leave

of absence with pay not to exceed a maximum of two-hundred and forty (240) working hours during each calendar year when they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Leaves in excess of the above shall be charged as annual leave.

D) In accordance with Section 115.14, Florida Statutes, reservists who are called to active military service will receive full pay for the first 30 days on active duty. The City shall continue to provide all health insurance and other existing benefits to such employees as required by law.
E) Upon resumption of active employment with the City, the employee will be given credit for acceptable service performed prior to entering the military for length of service purposes, and for pension purposes when the pension law is complied with. Employees shall be given benefit of any range increases granted for the position vacated during military absence.

6.10 CIVIL LEAVE

A) An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or council, or when performing emergency civilian duty in connection with national defense.
B) Supplementary pay received by jurors or witnesses for such duties will become the property of the employee rendering the service.
C) Witness fees received for services performed in-the-line-of-duty while the employee is on full pay status shall be turned over to the City.
D) Leave for court attendance when the employee is engaged in personal litigation shall be charged to the employee's PTO Bank.
E) Employees are expected to report back to their supervisor for active work on any such days when the employee is excused by the court in time to work as much as fifty percent (50%) of the remaining workday.
F) Documentation (a copy of your summons) shall be provided to your supervisor.

6.11 PARENTAL LEAVE

PURPOSE

The purpose of Paid Parental Leave (PPL) is to enable employees to care for and bond with a newborn, newly adopted, newly placed foster child, or with a child newly placed in the employee's guardianship, or in loco parentis without depleting all of the employees PTO. New parents often return to work with little to no PTO which can lead to hardships when parents need time off in the future.

ELIGIBILITY

Regular full time and regular part time employees, regardless of gender, who meet the hours and service eligibility requirements under the FMLA, are eligible for Paid Parental Leave. An employee must have worked for the City for at least 12 months and worked at least 1,250 hours during the 12-month period preceding the leave comparable with current FMLA laws.

An eligible employee includes a mother, father, legal guardian or individual who is in loco parentis at the time of the birth or date of the adoption. An eligible employee will be required to furnish proof of status of in loco parentis or legal guardianship.

Surrogate mothers are excluded from coverage under this policy as well as parents who elect to place their newborn child/children for adoption or whose newborn child/children is involuntarily placed in foster care.

PAID PARENTAL LEAVE BENEFIT

Paid Parental Leave may be up to 1 weeklong and must be utilized on a continuous, consecutive basis within the first 3 months following the birth, adoption or placement of the child. Any unused PPL shall be forfeited at the end of the allowed period.

Parental leave will not be counted as time worked for purposes of calculating overtime pay and will not be eligible for any shift differential.

If a holiday occurs during paid parental leave, the employee will receive Holiday Pay instead of PPL, but a holiday does not extend the duration of the leave.

PAID PARENTAL LEAVE AND THE FMLA

PPL runs concurrently with leave under the FMLA. The leave will be counted toward the 12 weeks of FMLA leave in a 12-month rolling period. All other requirements and provisions under the FMLA will apply. Please refer to the Family and Medical Leave Policy for the guidelines.

After the PPL benefit is exhausted, the balance of FMLA leave will be compensated through the employee's accrued PTO, if available. If an employee exhausts all PTO hours and chooses to remain on qualified FMLA leave, the remainder of the FMLA leave will be unpaid and there will be no further accrual of PTO hours as per the policy manual.

LENGTH AND USE OF PAID PARENTAL LEAVE

Employees are only eligible for one week of PPL in a rolling 12-month period, regardless of whether more than one birth, adoption or placement occurs within that rolling 12-month time frame.

If both employees work for the City, under FMLA, there is a combined 12-week limit. Each employee is also entitled to a one-week PPL period which will run concurrently with FMLA. The two one-week parental leave periods can be shared or staggered, but in no case will the combined parental leave extend beyond the 3-month period following the birth, adoption or placement of the child.

Employees are not authorized to work at any other employment during paid parental leave. Upon separation of employment, employees will not be paid for any unused paid parental leave.

CONDITIONS OF REPAYMENT OF PAID PARENTAL LEAVE

If it is determined that an employee has abused or falsified information, or was otherwise not eligible for leave, the employee will be required to repay any leave previously approved and will be subject to disciplinary action up to and including termination.

If the employee does not return to work after the expiration of the PPL and FMLA leave, the employee will be required to reimburse the City in an amount equivalent to the value of the PPL taken. Reimbursement will be from the employee's personal funds or through deduction from the employee's final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.

Exceptions for repayment must be approved by the City Manager or his/her designee.

APPROVAL TO USE PAID PARENTAL LEAVE

Employees should give their supervisors at least 30 days advance notice, or as much advance notice possible as circumstances permit of the need to use PPL. Upon notifying their supervisors, employees must submit a completed "Request for Paid Parental Leave" form to the Human Resources Department.

Upon receipt of the completed Request for Paid Parental Leave form, the Human Resources Department will provide the employee with an FMLA packet.

The FMLA Certification by Health Care Provider for Employee's Serious Health Condition (WH-380E) or Family Member's Serious Health Condition (WH-380F) form must be completed and submitted to Human Resources for review and approval.

An employee will be required to furnish applicable documentation for a newly adopted child, a foster child, or a guardianship, including in loco parentis from the respective agency. Some examples of required documentation would be a letter from an adoption agency or attorney handling the adoption, Petition of Adoption, Adoption Decree, a letter from the State agency handling foster care placement, etc.

Once approved, the employee will receive written notification from the Human Resources Department, Payroll or their department.

6.12 LEAVE TO TAKE EXAMINATIONS

An employee may be granted leave with pay while taking examinations before a Federal, State or other governmental agency, provided such examinations are pertinent to City employment and the examination is not available by a proctor at the City. This time should be entered as professional time in the timeclock with a comment indicating the reason for use.

6.13 DOMESTIC AND SEXUAL VIOLENCE LEAVE

The City of Panama City Beach may grant Domestic or Sexual Violence Leave to eligible employees as provided by law. An eligible employee may, upon presentation of appropriate documentation, be granted up to three (3) workdays of domestic or sexual violence leave for the purposes specified in Florida Statute 741.313 if the employee or a household member of the employee is a victim of domestic or sexual violence.

A) Eligible employee means an employee who has worked for the City for at least three calendar months before the date of the requested leave and who can establish the need for leave as outlined under the law.
B) Domestic or Sexual Violence Leave means up to three workdays of leave available for an eligible employee's use for the purposes outlined in Florida Statue 741.313 in any one 12-month period. Unless an employee has paid leave available, Domestic or Sexual Violence leave shall be unpaid.
C) Leave is requested in the timekeeping system as Leave Without Pay with an email to payroll requesting Domestic and Sexual Violence Leave. This is for confidentiality purposes. Except in cases of imminent danger to the health or safety of the employee or the employee's family or household member, advanced notice of the need for leave is required.

D) The documentation of requests for domestic or sexual violence leave, and other documents that contain personally identifying information regarding this leave are exempt and confidential and not subject to disclosure under Florida Statutes Chapter 119 (Florida Public Records Law).

All questions regarding Domestic or Sexual Violence Leave should be asked of the Director of Human Resources.

6.14 LEAVE OF ABSENCE WITHOUT PAY

A) The City Manager may grant a full-time regular employee a leave of absence without pay up to six (6) months in length, under circumstances warranting such action.

B) Failure of an employee to return to duty upon the expiration of leave without pay shall be interpreted as a resignation. Leave without pay shall be granted only when it will not result in harm to the interests of the City service.

C) An employee shall return from leave without pay to the same salary position in the pay grade as at the time of commencement of leave.

D) Retirement credit may be maintained, if permissible in the plan in operation, provided the employee pays both his/her and the City's share of the retirement plan premiums.

E) Health, dental, and life insurance group membership may be continued. If the various group insurances are available to the employee, he/she will pay the total cost of the group insurance premium.

F) An employee returning from a leave of absence without pay shall be entitled to employment in the same department, in the same or equivalent class where he/she was employed, when leave began.

G) Employees on unpaid leave are not entitled to continue accruing paid leave benefits. This includes employees who are receiving income replacement benefits such as short-term disability, long-term disability or workers' compensation. However, employees on eligible military leave or family medical leave may use earned PTO time while on the approved leave of absence.

H) When an employee is out on leave without pay that is protected by the Family and Medical Leave Act (FMLA) or Uniformed Services Employment and Reemployment Rights Act (USERRA), that employee will continue accruing paid leave as long as the employee is using earned annual leave. If an employee on FMLA or military leave uses all paid annual leave in accordance with the City's Leave Policy and remains unable to return to work, then the remainder of the FMLA or military leave will be unpaid. During the period of unpaid FMLA or military leave, the employee will not continue to accrue paid leave, consistent with the City's policy for all types of unpaid leave.

I) A leave without pay of greater than 30 days shall constitute a break in service with the exception of employees on approved military leave as protected under USERRA.

Employees returning from a leave without pay must:

- No later than two weeks prior to their scheduled date of return, confirm to their supervisor their date of intended return to active employment. Any request to change their scheduled date of return or intention to resign should be reported as soon as known.
- Those employees returning from a medical leave of absence shall furnish a signed letter from their personal or treating physician, indicating the employee can resume his/her employment. Arrangements may be made with the Civil Service Office, through their Department Head, to have them examined by a designated City chosen physician before returning to work.

Employees on leave without pay will be terminated if they have:

- Failed to furnish a true statement of the reason for leave or required official documentation.
- Accepted other employment while on leave unless a specific request has been applied for and approved in writing.
- Failed to return to work at the expiration of leave or by falsifying actual date of return.

6.15 DISABILITY

Short-term disability is provided to all permanent full-time City employees after 90 days of service at 66.67% of pay and long-term disability at 60% of pay. Short-term disability coverage is effective on the 8th calendar day after an illness or injury until the 90th day. Long-term disability coverage is effective on the 91st calendar day after an illness or injury until the employee's social security normal retirement age.

An employee who is temporarily disabled because of a non- work injury may choose to supplement their check using accrued PTO for each day he/she is disabled. The total cannot exceed 100% of pay. This option shall include the seven days following the date of injury, as well as the remaining period of disability for the injury. PTO leave will not accrue during the period of disability if none is being used.

6.16 VOLUNTEER TIME OFF (VTO)

Per City Resolution 20-133, effective January 1, 2021, the City will allow permanent full-time employees up to 24 hours of paid leave each calendar year, and permanent part time employees up to 12 hours of paid leave each calendar year, to participate in volunteer service to Bay District Schools or other political subdivisions, or 501(c)(3) organizations (i.e., nursing homes, boy scout/girl scout activities, parks, healthcare, arts, food pantries or other community-oriented activities). Employees will be paid at their normal pay rate for the volunteer hours. VTO cannot be accrued or carried over into the following year.

All permanent full time and part time employees are eligible to participate in this program after 90 days from date of hire. VTO must be requested at least 7 days prior to the requested time off and approved by the employee's supervisor. The City may request documentation confirming the organization being served, and the time and work being volunteered. City work demands shall take priority over the Volunteer Service Leave, and Volunteer Service Leave may be denied for this reason.

Employees shall not be eligible to participate in the Volunteer Service program if the employee is on a Performance Improvement Plan (PIP), the employee misuses the Volunteer Service Leave, or the Volunteer Service Leave Policy is discontinued or suspended by Resolution of the City Council.

SECTION 7 SAFETY

7.1 RESPONSIBILITY FOR SAFETY

The City of Panama City Beach has a sincere concern for the safety and welfare of its employees and the public it serves. The City has an obligation as an employer, to provide safe working conditions for employees and, as a government service organization, to provide a safe environment for the public that uses its services.

Employees are charged with the responsibility of cooperation with, and supporting, safety program objectives. As a condition of employment, employees are expected to adopt the policy that the safe way of performing a task is the most efficient, and the only acceptable way of performing it.

Employees who continue to perform unsafe acts may be disciplined.

7.2 REPORTING OF ACCIDENTS

A) Each incident involving bodily injury, sustained on-the-job by a City employee, shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. In cases of severe injury or extreme emergencies, the injured employee should be taken to the nearest hospital emergency room. An injured employee who requires medical care that is not considered an emergency should be taken to a facility approved by the City.

B) Upon notification by the employee or his supervisor, each department will initiate the proper State Compensation forms as required (these are mandatory in all cases where medical expense has been incurred, regardless of lost time) and notify the Human Resources Department or appropriate party.

7.3 WORKERS' COMPENSATION BENEFITS

Workers' Compensation laws provide that payments may be provided for employees who suffer a job-related injury to cover any medical expenses, loss of income, or permanent disability resulting from the injury.

7.3.1 LOST TIME INJURIES

A) If a work injury results in an inability to work, the employee will be responsible for the employee's salary or wages for scheduled work time during the first seven calendar days after the employee is seen and taken off work by the approved provider or the emergency room and begins to lose time. The date of the injury will be paid by the City. In the event time is only missed intermittently because an employee must attend a doctor's appointment, have tests, or attend treatment, such as physical therapy, the City will continue to pay the employee's salary or wages up to a maximum of 40 hours of scheduled work time, provided that treatment is from an approved provider. Shift personnel in the fire department may receive up to a maximum of 56 hours. No personal leave account will be charged for this time lost.

B) Subsequent to the first seven calendar days of time lost, an employee will be compensated according to law, with payments to be made by the insurance company underwriting the City's Workers' Compensation program.

C) Subsequent to the first seven calendar days of time lost, the City will pay elective benefit deductions from available PTO accruals as authorized by the employee. Failure to maintain elective benefit deductions will result in a loss of coverage.

D) An employee who is totally or partially disabled because of a compensable work injury may choose to supplement his or her income up to 100% of their normal rate of pay through the use of accrued PTO.

7.4 DRUG FREE WORKPLACE

It is the objective of the City of Panama City Beach to provide safe and effective public service. To meet this objective, the problem of drug and alcohol abuse must be identified, confronted, and defeated. The City participates in the Drug-Free Workplace Program under Chapter 440 of the Florida Statutes in order to provide a safe place for its employees to work and to promote a drug- free community. Thus, any evidence of possession of, or being under the influence of, alcoholic beverages or drugs while on City property, or any work site at any time, is a serious violation of this policy and may subject the employee to corrective action, up to and including immediate discharge. Police officers transporting evidence or working on undercover vice operations or major callouts are exempt.

For the purposes of this policy, “drug” shall mean alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph; or any drug which (a) is not legally obtainable; (b) may be legally obtainable but which has not been legally obtained; or c) is being used in a manner or for purposes other than as prescribed or intended.

Illegal drug use, whether on or off the job, may adversely affect an employee's job performance, jeopardize the safety of other employees, the public and the reliability of the City's operations and/or equipment.

An employee will be required by his or her Supervisor to submit to a blood/urine or other test for alcohol or illegal drugs if reasonable suspicion exists to believe the employee is under the influence of alcohol or drugs. Other testing may be required as set forth in the City's Drug and Alcohol Policy and any separate drug testing policy or program implemented and approved by the City Council. Employees who are directed to submit to tests for alcohol or illegal drugs under these circumstances and who refuse or fail to submit to these tests when and as directed, will be subject to immediate termination. Employees who test positive, as determined by the City and in accordance with Chapter 440 of the Florida Statutes, may be subject to immediate termination.

Employees who are convicted or sentenced for on or off the job illegal drug activity will be considered in violation of this policy and may be subject to termination of employment. Employees in safety sensitive or special risk positions shall be subject to modified rules as provided by Florida Statutes.

Employees must notify their supervisor when under medically prescribed treatment with a controlled substance that may limit their ability to perform their job. Verification of required medication under these circumstances should be submitted by providing a prescription copy or physician's statement showing medication required and dates of use. Failure to do so will result in appropriate disciplinary action.

7.5 SMOKE-FREE WORKPLACE

The City of Panama City Beach prohibits smoking (including e-cigarettes) in all locations in order to provide and maintain a safe and healthy work environment for all employees. This policy applies to:

A) All City buildings, including lobbies, restrooms, hallways, stairwells, employee eating areas, conference rooms, all open-air balconies, and entrances and exits adjacent to building (exception is police dispatch designated smoking area); and
B) All City owned or leased vehicles.

SECTION 8 POSITION CLASSIFICATION PLAN

8.1 PURPOSE

The Position Classification Plan provides a complete inventory of all classified positions and is a systematic and standardized grouping of positions into classes of work. The Classification Plan establishes guidelines for qualifications for employment. By describing and relating the various types and levels of work throughout the personnel system, the Classification Plan provides guidelines for establishing pay relationships.

8.2 COMPOSITION

The Classification Plan comprises written Class Specifications for each class of work included in the Personnel system. Class specifications are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing training programs, as guidelines in determining salary relationships, and in providing uniform job terminology to convey the same meaning to all concerned.

8.3 ADMINISTRATION AND MAINTENANCE

A) The City Manager is charged with the maintenance and the administration of the Classification Plan so that the classes of work will reflect the duties included in each of the positions, and to ensure that each position is properly allocated to one of the classes.
B) The City Manager shall periodically have the entire Classification Plan reviewed, as well as the allocation of all positions to classes within the plan, and recommend additions or revisions deemed necessary to the City Council for appropriate action.
C) The City Manager shall have authority to transfer personnel and applicable personal service funds from one department to another department.
D) The City Manager shall have the authority to propose new or revised classes of work, as well as the abolition of existing or obsolete classes, to the City Council for appropriate study as to their need and budget impact.

8.4 POSITION AUDITS

A) The City Manager is charged with the responsibility of having position audits conducted of any, or all, positions at any time. Other position audits may be initiated by written request to the City Manager from:
    1) The head of the department in which the specific position is located.
    2) The incumbent of the position to be audited.
B) Position information will be gained through completion of a Position Classification Questionnaire by the incumbent, or by the supervisor of the position, if the position is vacant, and through study of the position, which may include a personal visit with the position incumbent by the staff of the City

Manager. The concerned Department Head should review and make recommendations to the City Manager on all proposed new positions, changes and position descriptions.

C) The employee in the position to be audited will be notified that the audit is to be conducted.

8.5 ALLOCATION AND RE-ALLOCATION OF POSITIONS

A) The City Manager, after having determined the content of the positions, shall allocate newly created positions to an existing class in the Position Classification Plan or to a new classification, depending on the type of position and the availability of an appropriate existing class.

B) Allocations or re-allocations of positions, based on reorganization or the assumption of new functions, shall be reserved to the actions of the City Manager.

C) The City Manager shall have the authority to abolish a vacant position or to reduce a vacant position to a lower class, change it to an equal class, or increase it to a higher class subject to any Civil Service rules.

8.6 STATUS OF INCUMBENT IN RE-ALLOCATED POSITION

A) When the incumbent of a position, through diligent application of the work, is officially assigned more difficult and significant additional responsibilities and duties so that it appears as if the position warrants re-allocation to a higher class, the City Manager shall have made a field study of the present duties and responsibilities of the position.

B) If it is determined that the position should be re-allocated to such higher-level class, the City Manager may require that the incumbent undergo a prescribed test of fitness, depending on the conditions of the re-allocation and the nature of the position to be re-allocated. Tests may include written or oral examination, interview or performance test, depending on the position involved.

8.7 POSITION CONTROL

All positions are established and maintained through a personnel budget each fiscal year in accordance with established budget and accounting procedures. The establishment of new or additional positions can only be authorized by the City Manager, subject to approval from the City Council, based on adequate justification of need and the availability of funds.

SECTION 9 COMPENSATION PLAN

9.1 PURPOSE

The Compensation Plan is intended to provide all employees with equitable pay relative not only to pay received by other employees performing similar work in the City government, but also rates paid by other employers in the labor market from which employees are recruited.

9.2 COMPENSATION

The Compensation Plan consists of a salary schedule showing pay grades and salary ranges for each pay grade and a schedule listing the assignment of each class in the Classification Plan to a pay grade in the Salary Schedule.

9.3 ADMINISTRATION AND MAINTENANCE

A) The City Manager shall recommend, and the City Council shall approve, a Classified Pay Plan establishing salary ranges for all exempt and non-exempt employees. The salary ranges shall be fixed so that they shall be uniform for like service in each class.

B) The City Manager shall prepare and present to the City Council for appropriate action, a proposed or amended Salary Schedule. The City Council shall adopt a Salary Schedule by resolution.
   1) Approval of any Salary Schedule by the City Council will not be applied so as to affect adversely the current pay rate of any employee of the City.
   2) The rates of pay are quoted on an annual basis and are intended to be gross compensation for full-time services in the several classes.

C) The City Manager shall submit to the City Council for appropriate action a recommended assignment of each class in the Classification Plan to one of the salary ranges in the Salary Schedule.

D) At the direction of the City Council, the City Manager shall make, or cause to have made, comparative studies of salaries paid, and related pay practices of a valid sampling of employers in the labor market, who are competing for employees in the City. The City Manager shall utilize the information in the evaluation of the assignments of classes to pay grades.

9.4 APPOINTMENTS AND STARTING RATES

A) The minimum rate of each range shall be the normal entering rate. Deviations from this may be permitted, if necessary, to fill a vacancy or for the recognition of unusual qualifications.

B) Appointments above the minimum salary may be authorized by the City Manager if the applicant's training, experience or other qualifications are substantially above those required for the position, the City Manager may approve employment at a rate above the minimum established for the position.

9.5 MERIT INCREASES

A) Pay increases within a salary range allow a means of rewarding an employee for outstanding performance, encouraging careers with the City, providing employee incentive and recognizing individual differences in performance.

B) Such increases will be granted as close to the beginning of the Calendar year as possible upon approval by the City Manager.

C) Employees may be evaluated on their overall performance annually or as set forth in the evaluation policy. Salary increases will be computed on the basis of a percentage determined annually and in accordance with the pay plan adopted by the City Council. However, upon reaching the maximum of their pay range, employees are eligible only for cost-of-living increases.

9.6 PROMOTIONS

A) A promotion occurs when an employee is moved from a position in one class to another position in a different class which has a higher pay grade.

B) Except for Department Head positions, the promoted employee shall receive a salary increase to the entry rate in the new pay grade or a minimum increase of 5% to 10% percent considering internal equity City-wide, whichever is greater, at the time of promotion.

C) To be eligible for promotion within a department, the employee must be in his/her current position for at least 6 months. No employee will be considered for promotion until the requirement hereof has been achieved and an appropriate application has been submitted before the closing date. An employee may transfer or promote to another department within the 6-month period. Application forms for promotions may be submitted on the City website.

9.7 DEMOTIONS

A) A demotion occurs when an employee is moved from a position in one class to another position in a different class which has a lower pay grade.

B) When an employee is demoted to a position with a lower pay grade, the employee's new salary rate shall not exceed the maximum rate established for the lower pay grade and shall align with experience and education requirements for the new position.

9.8 PAY GRADE ADJUSTMENTS

A) When a pay grade is adjusted, employees shall normally retain their salary relationships which existed in the old pay grade.

B) In instances where the total pay plan is being revised, adjustments and implementation will be at the discretion of the City Council upon recommendations submitted by the City Manager.

9.9 RECLASSIFICATION AND TRANSFERS

A) When a position is reclassified to a higher pay grade, adjustments to salary shall be either to the entry rate of the new grade or 10%, whichever is greater.

B) When reclassification results in a lower pay grade, there will be no change in the employee's pay, unless so determined by the City Manager. If the employee's salary is above the maximum rate established for the new pay grade, the employee's salary will be frozen until such time as there may be a general pay adjustment exceeding the maximum amount of the employee's salary or the employee is promoted to a higher classification.

C) Employees transferred to another position, regardless of department, in the same job classification or to a different position with the same pay grade shall not be eligible for a pay increase. Employees transferred to another position in a lower job classification or pay grade shall be handled in accordance with the policy established above for Demotions. Employees transferred to another position in a higher job classification or pay grade shall be handled in accordance with the policy established above for Promotions.

9.10 PAY RATES AFTER LEAVE OF ABSENCE, RECALL OR REINSTATEMENT

When an employee returns to duty in the same or comparable position after a leave of absence or recall, he/she shall receive the rate in the grade schedule corresponding to the rate received at the time of departure, or a higher rate if the range for the position has been upgraded due to a cost-of-living increase, general increase or position re-evaluation. Pay rates for reinstated employees shall be treated in the same manner as a new hire. Consideration for a higher grade or rate shall be given if the qualifications of the employee have been increased.

9.11 TEMPORARY WORK IN A HIGHER CLASSIFICATION

A) An employee may be required to work in a higher classification on a temporary, incidental or emergency basis and shall do so at no increase in pay.

B) If the employee is required to assume the full and complete duties and responsibilities for more than 31 calendar days, the City Manager shall authorize a temporary transfer to the higher classification and the employee shall be paid the appropriate rate for the higher classification if approved. An interim Department Head shall be eligible immediately.

C) At the conclusion of the assignment, the employee's pay shall revert back to the previous authorized rate for the individual, and any such temporary increase granted shall not affect the employee's eligibility for normal merit pay consideration.

D) This provision is not intended for those cases where employees are assigned duties on a training basis.

E) Complete records of such temporary work shall be submitted to the City Manager or designee within two weeks of the employee having performed such duty, on forms furnished for this purpose.

9.12 CRITICAL STAFFING SHORTAGE INCENTIVE

A Critical Staffing Shortage shall exist when the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 75%. The City Manager shall, by Executive Order, certify the existence of a Critical Staffing Shortage. The Executive Order shall identify the department and positions affected and request that the Civil Service Board take all actions reasonably necessary to fill the vacant positions from the Executive Order.

From the effective date of the Executive Order certifying that more than 25% of the non-supervisory full-time positions are vacant all non-supervisory full-time employees in the affected department(s) shall receive Critical Staffing Shortage Pay in the amount of $80.00 per pay period. If the percentage of budgeted positions of any individual department's nonsupervisory positions reaches below 50% then the Critical Staffing Shortage Pay shall be $160.00 per pay period. Critical Staffing Shortage Pay shall cease sixty (60) days from the physical start date of any non-supervisory full-time employee whose hire or transfer renders the department staffed at 75% or above. The aforementioned employee shall not be eligible for Critical Staffing Shortage Pay within sixty (60) days of his or her start date.

9.13 AUTHORIZED EMERGENCY PAY

All City employees are essential to the organization and are the most important part of the City's service delivery system. During times of emergency, critical services provided by the City must continue to be provided during emergencies to insure to the best of our ability that the public is protected. City employees who are designated by their respective department heads to perform their assigned duties to ensure that critical services are continuously offered during and immediately after disasters are issued a city employee identification card with an essential worker designation printed on the back side.

During a Declared Local State of Emergency, the City Manager shall have the authority to excuse certain personnel from responding to work and shall have the authority to authorize non-exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours. Declared Local State of Emergency means any occurrence, or threat thereof, whether natural,

technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property existing within the City, which has been declared by executive order of the Mayor.

State of Emergency Compensation

During a Declared Local State of Emergency, the City Manager shall designate which departments and employees are tasked with performance of emergency-related work eligible for compensation under this section.

-Exempt employees that are required to perform emergency-related work will receive compensation at a rate of time and one-half the employee's rate of pay for actual hours worked during the Declared Local State of Emergency at such time as the exempt employee has logged 40 hours of actual work related to the event. To be eligible, exempt employees must utilize a timecard/time clock during a Declared Local State of Emergency.

-Non-exempt employees who are eligible for overtime and are required to perform emergency-related work will receive time and one-half for actual hours worked during the Declared Local State of Emergency irrespective of whether or not the employee's overtime threshold has been met. Once an employee's overtime threshold has been met during a Declared Local State of Emergency, compensation will be paid for actual hours worked at time and one-half the employee's rate of pay (equivalent to 1.50 times the normal non-overtime wage).

-Exempt or non-exempt employees excused by the City Manager from responding to work will receive their normal pay.

-Employees on leave will remain on leave until their return and they will be charged leave time accordingly.

During a Declared Local State of Emergency, overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post-emergency work. You may have additional hours that will be reported that are not associated with the Declared Local State of Emergency. Each department should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office.

9.14 ANNUAL LONGEVITY PAY

Employees in permanent, year-round, positions receive once a year an annual incentive in the middle of November based on length of service.

Part-time employees with one full year or more receive $100.00.

Part time employees with ten or more full years of service receive $250.00.

Full time employees with one full year but less than three full years of service as of December 25 shall receive S250.00.

Full time employees with three years of service or more as of December 25 shall receive $100 for each full year of service.

Employees in seasonal positions, or employees in permanent positions who have been employed for less than one full year as of December 25, shall not be eligible for longevity pay.

SECTION 10 GENERAL PROVISIONS

10.1 PENSION PLANS

A) City employees, except fire and police sworn personnel, are members of the General Employees Retirement Fund. The fund is contributory on the part of the employees, as well as on the part of the City.

B) All sworn police personnel are members of the Police Officers Retirement Fund. This fund is contributory on the part of both the employee and the City. Other funding comes from State insurance premium taxes.

C) All sworn fire personnel belong to the Firefighters Retirement Fund. The fund is contributory on the part of the employees, as well as on the part of the City. Additional funds are provided by State insurance premium taxes.

D) Eligibility requirements and pension benefits vary from one fund to another.

E) Consult your specific plan documents for more details.

10.2 EMPLOYEE GROUP INSURANCE

A) City-sponsored insurance programs include Comprehensive Health Insurance, Dental Insurance, Term Life Insurance, Accidental Death and Dismemberment Insurance, and Short- and Long-Term Disability. Coverage for eligible employees is effective on the first day of the month coinciding with 60 days from the date of hire. Sworn police and fire employees are also provided with In-Line-of-Duty death benefits.

B) The premium for employee coverage is paid for by the City. Optional coverage for family members will be paid for by the employee.

10.3 SOCIAL SECURITY

All City employees have social security coverage in addition to other pension benefits. The required contribution under federal law is deducted from the employee's salary and matched by the City to provide this coverage.

10.4 DEFERRED COMPENSATION PLANS

The City offers deferred compensation section 457 plans which are payroll deductible. The plans are tax sheltered savings plans. These plans enable City employees to save money for the future while reducing taxes today. Social Security and pension contributions are not affected by deferred compensation savings programs.

SECTION 11 TRAVEL

11.1 POLICY

It is the policy of the City of Panama City Beach to encourage continuing education of employees and to encourage employees to be active in professional associations and programs. Further, it is the policy to pay for expenses incurred in educational and professional trips if such travel has been budgeted and approved.

The City of Panama City Beach expects employees to act responsibly and professionally when incurring and submitting costs. The City will reimburse City officers and employees for reasonable expenses on pre-approved business. In no event shall reimbursement be made in excess of expenses actually incurred and receipt or proof of payment must be furnished for reimbursement. The City does not pay for local travel to and from the employee's home and daily point of work.

11.2 PROCEDURE

Travel Outside Bay County:

a. The City of Panama City Beach will pay for registration, materials, travel, meals, and lodging for employees to attend budgeted and approved professional functions, meetings, and training. Requests to travel will be individually reviewed by the Department Head, or by the City Manager if the request is for travel by a Department Head, based upon the merit of the particular conference and budget constraints. A conference/training agenda (detailing course outline and any other specifics related to the trip) must be included in the travel request in order to be considered.

b. Each employee who travels outside Bay County must complete a Travel Request Form in detail. Travel arrangements shall be made by the appropriate department assistant and paid via the department P-Card or reimbursed on the expense report.

c. When two or more employees have the same destination on the same date, arrangements shall be made for them to Ride Share, except when circumstances are determined and approved in advance.

d. Employees are required to use a City vehicle whenever possible for any business trip. If an employee opts to use a personal vehicle, all expenses with the exception of fuel to and from the location will not be reimbursed.

11.3 TRAVEL ADVANCES

a. The employee may request a travel advance. The amount of the advance shall not, however, exceed total estimated out-of-pocket expenses for lodging and travel estimated on the Travel Request Form. The travel advance must be requested at least two weeks prior to travel.

b. Advances for meals will be provided; no receipts are required. Per Diem rates for meals will be provided based on the GSA Per Diem Rates published at www.gsa.gov/travel/plan-book/per-diem-rates minus $5. If the City and County of the traveler's destination are not listed, the default rate will apply. On the first and last travel day, employees are only eligible for 75% of the total rate for their travel day.

c. The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses incurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Traffic or Parking violations
- Cost of preferred airline boarding

d. A traveler shall not have more than one advance at a time.

11.4 EXPENSE REPORTING

a. Within ten (10) working days after returning from an out-of-town trip, the employee must complete an Expense Report in order to have incidentals reimbursed. Original receipts must accompany the request for additional reimbursement. Incidentals include: Taxi Fares, Parking Fees, Car Rental, Communication expenses, Tolls, and Conference Fees. Mileage is reimbursed at the IRS rate at the time the expense was incurred. A detailed driving map (Google Maps/MapQuest.com) is proof of mileage driven.

b. If the Expense Report is not settled within 30 workdays following the travel for which an employee received a travel advance, the City will garnish the traveler's wages through Payroll. If the travel advance results in a payroll garnishment, then the traveler will not qualify for future travel advances.

c. The Department Head and Finance Director will review and approve the Expense Report and route it to Accounts Payable for reimbursement. The City will reimburse the employee for any authorized expenses in excess of the travel advance. In the event that the advance exceeds reimbursable expenses, the employee will reimburse the unused advance to Accounts Payable.

d. In summary, reimbursable travel expenses are as follows:

1. Travel:

- Round-trip air fare (coach or cabin class)
- Taxi fares/or Rideshare services such as Uber/Lyft
- Highway tolls paid by the employee
- Rental car and gas (if approved in advance)
  (Note: No personal mileage reimbursement for rental cars)
  The City's auto policy covers auto liability coverage for a rental car. If an employee rents a car and causes bodily injury or property damage, the City's coverage would be primary. If a personal vehicle is being used on company business, the City's policy would be excess of the employee's personal auto policy. Auto Rental Collision Damage is provided when a rental car is reserved and paid for with the City's purchasing card (VISA). Employees that must rent a car shall use their p-card for the rental. Employees should DECLINE the rental car insurance offered at the rental car agencies.

- Personal Auto mileage to and from employee's primary place of employment (for example – From Police Station, Fire Station, City Hall, Public Works Building, Wastewater Treatment plant, or Frank Brown Park, etc. to conference location and back)

2. Lodging: Single room accommodations
   - Requests for reimbursement at rates that exceed $150 per night must include justification for the additional expense.

3. Meals: Paid based on per diem rates (see above)

4. Seminar Registration fees

5. Miscellaneous: Tips (excluding meals) and business-related expenses approved by the Manager or designee. Miscellaneous items must be itemized and explained on the Travel Request Form.

11.5 LOCAL TRAVEL

a. The City will reimburse employees for the use of personal autos at the approved mileage rate for in-town or local area travel to attend various functions, meetings or to run errands on City business, when a City vehicle is not available. The Expense Report must be completed and submitted for approval to the Department Head or Finance Director.

b. The cost of lodging within 50 miles of the traveler's headquarters will not be reimbursed without justification. There is no meal allowance for travel of a duration of 12 hours or less.

c. Transportation shall be by automobile wherever practicable and by City vehicle whenever possible.

11.6 CITY COUNCIL ACTIONS

a. Whenever the actual expenses incurred or to be incurred may exceed the maximum amounts specified herein, the City Council may specifically approve the payment of such expense.

b. Any travel by the City Manager or City Clerk must be authorized by the City Council.

11.7 OTHER PROGRAMS

From time-to-time additional programs, workshops, training, etc., with the employee's welfare in mind may be added, provided funds are available.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF ADMINISTRATIVE PERSONNEL POLICIES

My signature is an acknowledgment that I have received a copy of The City of Panama City Beach Administrative Personnel Policies, ("Handbook") of the City of Panama City Beach.

I understand that the official version of the Handbook will be maintained in electronic form by Human Resources.

I have read, and agree to abide by, all rules and regulations stated in the Handbook.

I understand that this Handbook does not constitute an employment contract or any guarantee of the continuation of a particular policy or practice.

Print Full Name: _____

Signature: _____

Date: _____

This is a copy of the form you signed when you received this Handbook. The original has been placed in your personnel file.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Amy Myers, Legal	***2. MEETING DATE:*** November 10, 2021

3. REQUESTED MOTION/ACTION:

Consider report and recommendations of the Charter Review Committee.

4. AGENDA:

REGULAR AGENDA - DISCUSSION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
Financial Health
Public Safety

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

City Council established the Citizens Charter Review Advisory Committee on April 22, 2021 by Resolution 21-147. The mission and purpose of the Committee was to provide review, recommendations and guidance to the City Council regarding improvement and amendment of the City Charter. For the past several months, the Committee has met to review the Charter and receive feedback from staff and members of the public.

Should the Council desire to take up any amendments to the Charter, the Council will ultimately need to pass an Ordinance proposing those changes subject to approval at a referendum, and also adopt a Resolution calling a referendum and setting the ballot questions to be considered.

Res 21-147.Establishing Charter Review Committee.pdf

RESOLUTION 21-147

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ESTABLISHING A CITIZENS CHARTER REVIEW ADVISORY COMMITTEE TO PROVIDE REVIEW, RECOMMENDATIONS AND GUIDANCE TO THE CITY COUNCIL CONCERNING IMPROVEMENT OF AND REVISIONS TO THE CITY'S CHARTER.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that a Citizens Charter Review Advisory Committee (the "Charter Review Committee" or "CRC") is hereby established subject to the following:

A. Mission and Purpose. The mission of the Charter Review Committee is to provide review, recommendations and guidance to the City Council regarding the improvement and amendment of the City's Charter.

B. Membership.
   i. The Committee shall be comprised of 5 voting members: a Council member who will serve as Chair, and 4 City electors.
   ii. In addition to the foregoing, the City Manager, Finance Director and HR/Risk Manager shall serve as ex officio members of the Committee. The ex officio members shall not be entitled to vote and shall not be included in the determination of a quorum.
   iii. Each Councilperson, except the Councilperson chairing the committee, shall nominate one elector from their ward to the Committee. The Mayor, if not serving as Chair, may nominate an elector from the City at large.

C. Duties. The Committee shall:
   i. Study and familiarize themselves with the City's current Charter;
   ii. Invite and consider input from employees and citizens regarding issues of concern relevant to the Charter;
   iii. Consider the success and failure of prior proposed Charter amendments;
   iv. Recommend amendments to the Charter for consideration on the 2022 Municipal Super Tuesday Ballot;
   v. In the event and to the extent the Council adopts the recommendations of the Committee, educate citizens on the proposed Charter amendments which are placed on the 2022 Municipal Super Tuesday Ballot; and
   vi. No less than bi-monthly, the Committee shall make a report to the Council regarding its activities, findings and recommendations.

D. Meetings. The Committee shall meet as often as is necessary and practical in order to finalize its recommendations to the Council on or before October 1, 2021.

E. Duration and Sunset.
The Committee shall dissolve on April 20, 2022, unless its duration is extended or earlier terminated by Resolution of the City Council.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of April, 2021.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk