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

SPECIAL MEETING DATE: May 26, 2015
MEETING TIME: 6:00 P.M.
MEETING LOCATION: Helen Blackburn Auditorium,
J.R. Arnold High School, 550 Alf Coleman Road, PCB

I. INVOCATION: PASTOR RAMON DUVALL OF THE BEACHSIDE FELLOWSHIP CHURCH

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES

V. H.J.W. CONSENT AGENDA
1. RESOLUTION 15-100, ANNUAL SUBMERGED LANDS LEASE WET SLIP LEASE FEE. As Lessee, the City is required to submit the annual lease fee and annually provide wet slip rental and income information based on last year’s income to FDEP Division of State Lands for the supplemental invoice. “BE IT RESOLVED that the appropriate Officers of the City are authorized to deliver on behalf of the City the annual lease fee payable to FDEP pursuant to that certain Sovereignty Submerged Lands Lease between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Russell-Fields Pier is located, in an amount of $39,123.07, 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, whose execution of such Agreement shall be conclusive evidence of such approval.”


VI. REGULAR AGENDA ITEMS - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1. MG ECONOMIC DEVELOPMENT ALLIANCE PRESENTATION.
2. MG RESOLUTION 15-104, HICA AGREEMENT FOR MOONLIGHT BAY.
3. MG PLAT APPROVAL FOR MOONLIGHT BAY AT COLONY CLUB, PHASE 1 SUBDIVISION, PUBLIC HEARING.
4. ML ORDINANCE 1343, WOODSTOCK CHURCH SMALL SCALE COMP PLAN AMENDMENT, 2ND READING, PUBLIC HEARING AND ADOPTION.
5. ML ORDINANCE 1344, WOODSTOCK CHURCH REZONING, 2ND READING, PUBLIC HEARING AND ADOPTION.
6. MG RESOLUTION 15-107, ATKINS TASK ORDER 16, SUPPLEMENTAL AGREEMENT 13, FRONT BEACH ROAD SEGMENT 2, VALUE ENGINEERING ANALYSIS & UPDATES TO PLANS AND SPECIFICATIONS.

Special Mtg Agenda
May 26, 2015
RESOLUTION 15-108, DELLWOOD SETTLEMENT AGREEMENT.
RESOLUTION 15-102, RESOLUTION DEFINING SPRING BREAK 2016.
ORDINANCE 1352, PROHIBITING BALCONY CLIMBING, 1ST READING.
ORDINANCE 1353, PROHIBIT ALCOHOL DURING SPRING BREAK, 1ST READING.
ORDINANCE 1355, INCREASING THE AMOUNT OF CIVIL PENALTIES FOR OPEN CONTAINERS VIOLATIONS, 1ST READING.
RESOLUTION 15-103, RESOLUTION PROHIBITING REGISTRATION OF SCOOTERS POST 4/23/15 WITHOUT CREDIBLE EVIDENCE.
CITY MANAGER UPDATE.

JOHN REICHARD X
RICK RUSSELL X
JOSIE STRANGE X
KEITH CURRY X
GAYLE OBERST X

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

City Clerk Date

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

E-mailed and/or Faxed to following interested parties on: 5/22/15

NEWS MEDIA CONTACT
News Herald John Henderson
Bullet Editor
Channel 4 Ryan Rodig
Channel 7 Rex Ogburn
Channel 13 Ken McVay
Comcast Kay C. McWilliams
WOW Cil Schnitker
WKGC Emily Balazs
WLTG A. D. Whitehurst
Magic Broadcasting Chris Allen
Clear Channel Crystal Presley
Panama City Radio Brandon Andrews

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVESTREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)
Consent Agenda Item 
#1,

Resolution 15-100
RESOLUTION 15-100

BE IT RESOLVED that the appropriate officers of the City are authorized to deliver on behalf of the City the annual lease fee payable to the Florida Department of Environmental Protection pursuant to that certain Sovereignty Submerged Lands Lease between the City and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, relating to the property on which the Russell-Fields Pier is located, in an amount of Thirty Nine Thousand One Hundred Twenty Three Dollars and Seven Cents ($39,123.07), 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, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 26th day of May, 2015

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPTS SECTION
POST OFFICE BOX 3070
TALLAHASSEE, FL 32315-3070

Bill To:
CITY OF PANAMA CITY BEACH, FLORIDA
110 S. ARNOLD ROAD
PANAMA CITY BEACH, FL 32413

** INVOICE / INSTRUMENT INFORMATION **
Invoice #: 82919 Instrument #: 030038331
Invoice Date: 04/02/2015 Expiration Date: 03/01/2017
Due Date: 05/02/2015 Extended Term Fee: NO
Rate: BASE RATE
Location: MUNICIPAL FISHING PIER

** IMPORTANT REMINDERS **
If paying by mail, please return invoice with your payment to the above address.
Online payment by check, credit card or debit card is available at
Late payments are subject to a 12% Interest fee pursuant to FAC 18-21.011(1)(b)11.

<table>
<thead>
<tr>
<th>INFORMATION</th>
<th>ANNUAL LEASE FEE DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Memo</td>
</tr>
<tr>
<td>2014/2015 WETSILP SUPPLEMENTAL BILLING</td>
<td>REPORTED INCOME $741,761.35 X 6% = $44,505.68 LESS 14/15 BASE FEE OR $5,392.61 = AMOUNT DUE</td>
</tr>
</tbody>
</table>

Subtotal $39,123.07
Sales Tax (0.0%) $0.00
County Tax (0%) $0.00
Total $39,123.07
Invoice Balance Due $39,123.07

INFORMATION ANNUAL LEASE FEE DATA

ANNUAL LEASE FEE FORMULA = BASE FEE* - DISCOUNT + EXTENDED TERM FEE
*BASE FEE = Base Rate x Net Square Feet OR
*BASE FEE = Minimum Rate
DISCOUNT = Base Fee x Discount Percentage
EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

For any questions concerning this invoice, please call the Division of State Lands at (850) 245-2555.
Consent Agenda Item #2,

Resolution 15-101
RESOLUTION 15-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH RELATED TO "THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADES" AUTHORIZING THE TEMPORARY CLOSURES ON PORTIONS OF PIER PARK DRIVE, L.C. HILTON, JR. DRIVE, SEA MONKEY WAY, AND LONGBOARD WAY ON TUESDAY, JUNE 16, SUNDAY, JUNE 21, SUNDAY, JUNE 28, AND SUNDAY, JULY 19, 2015.

WHEREAS, Grand Slam Sports, the Simon Property Group and the TDC have teamed together to have four (4) Opening Ceremony parades for the Grand Slam Baseball World Series Tournaments; and

WHEREAS, the Grand Slam Baseball World Series Tournament Opening Ceremony Parades are scheduled to be held on Tuesday, June 16, Sunday, June 21, Sunday, June 28, and Sunday, July 19, 2015; and

WHEREAS, the Parades necessitate careful traffic control and extraordinary usage of certain sections of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 3:00 P.M. and 5:00 P.M., on Tuesday, June 16, Sunday, June 21, Sunday, June 28, and Sunday, July 19, 2015; all vehicular traffic on portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way, shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Parades.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 26th day of May, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mayor Gayle F. Oberst

ATTEST:

______________________________
Holly J. White, City Clerk
Grand Slam Baseball Walking Parades

Road closure locations
3pm - 5pm on the following dates:
June 16
June 21
June 28
July 19

Project Data

<table>
<thead>
<tr>
<th>Store</th>
<th>CLA (sq ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>196,803</td>
</tr>
<tr>
<td>Dillard's</td>
<td>159,607</td>
</tr>
<tr>
<td>Old Navy</td>
<td>11,502</td>
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<tr>
<td>JCPenney</td>
<td>13,303</td>
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<tr>
<td>Marshalls</td>
<td>39,203</td>
</tr>
<tr>
<td>Forever 21</td>
<td>29,203</td>
</tr>
<tr>
<td>Total CLA</td>
<td>321,741</td>
</tr>
</tbody>
</table>

Land Measurements:
- Land Boundary: 106,937 sq ft
- Land Proposed for Shoppers: 94,987 sq ft
- Land Proposed for Kens: 11,857 sq ft
- Total Proposed Area: 164,407 sq ft

Pier Park
600 Pier Park Drive
Panama City Beach, FL 32413
CORP: 4784
Hi Jo,

Please see the attached map. We are requesting brief road closures for some upcoming youth baseball parades as we have done in previous years. The attached map includes the closure locations, the dates and the times of the proposed closures. Please let me know if you need any additional information at this time.

Best Regards,

Michael Kerrigan
Director of Marketing and Business Development
Pier Park
SIMON

600 Pier Park Drive, Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974  M 850.238.2790  F 850.236.0681
Michael.Kerrigan@simon.com

The preceding email message (including any attachments) contains information that may be confidential, proprietary, privileged or constitute non-public information. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is prohibited.
Regular Agenda Item #2,

Resolution 15-104
RESOLUTION 15-104

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Horizontal Infrastructure Completion Agreement between the City and Alvin Gary Walsingham; Marion C. Walsingham, Individually and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated July 1, 1990, and as Trustee of the Marion C. Walsingham Revocable Trust U/T/A dated October 10, 1990; and Sylvia Jean Walsingham as Personal Representative of the Estate of W. M. Walsingham a/k/a William Myron Walsingham, Deceased (collectively the "Developer"), relating to the installation and construction of a stormwater treatment facility and appurtenances, sidewalk and driveway improvements within road right-of-ways, and water and sewer utilities improvements in Moonlight Bay at Colony Club - Phase 1, which improvements shall be secured by a performance bond in the amount of Thirty One Thousand Dollars ($31,000) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ______________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT

THIS HORIZONTAL INFRASTRUCTURE COMPLETION AGREEMENT ("HICA") made and entered into this ___ day of ____________, 2015, by and between Alvin Gary Walsingham; Marion C. Walsingham, Individually and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated July 1, 1990, and as Trustee of the Marion C. Walsingham Revocable Trust U/T/A dated October 10, 1990; and Sylvia Jean Walsingham as Personal Representative of the Estate of W. M. Walsingham A/K/A William Myron Walsingham, Deceased (collectively the "Developer"), and THE CITY OF PANAMA CITY BEACH (the "City");

WITNESSETH:

WHEREAS, the Developer is requesting final approval from the City Council of Panama City Beach, Florida for a plat of Moonlight Bay at Colony Club—Phase 1, (the "Plat") a proposed subdivision located on the westernmost boundary of Colony Club neighborhood, west of Moonlight Bay Drive and south of Powerline Road (the "Subdivision"), and

WHEREAS, the City intends to provide water and utility service within the Subdivision, and

WHEREAS, the Developer intends to complete construction of a stormwater treatment facility and appurtenances, sidewalk and driveway improvements within road right-of-ways, and water and sewer utilities (the "Horizontal Infrastructure") as specified in the plans and specifications titled “Moonlight Bay at Colony Club Panama City Beach Area” prepared and sealed by SCR & Associates, Job No. 11731, submitted on behalf of the Developer and approved by the City on March 13, 2015 (the “Plans”), and

WHEREAS, City policy requires Developer’s dedication and the City’s acceptance of the Horizontal Infrastructure within the Subdivision before providing service, and
WHEREAS, the City has reviewed the Plans for construction and design of the Horizontal Infrastructure, but the City is unwilling to accept the Horizontal Infrastructure pending the completed construction, inspection and approval of the Horizontal Infrastructure, and

WHEREAS, the Developer desires immediate Plat approval prior to the Developer’s construction and City’s acceptance of the Horizontal Infrastructure, and

WHEREAS, the City is unwilling to approve the Plat unless the Developer covenants to construct the Horizontal Infrastructure to City standards, maintain and repair the Horizontal Infrastructure until City acceptance and post an unconditional Performance Bond and Maintenance Bond to secure performance of these covenants; and

WHEREAS, the Developer and the City wish to document the obligations and conveyances contemplated by each party, and the order and procedure by which these obligations shall be discharged;

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, and the City’s reliance upon those presents, the parties agree and commit themselves as follows:

1. The foregoing recitals are true, correct and complete.

2. Term and Termination. This Agreement shall commence immediately upon execution by both parties and thereafter shall terminate upon the acceptance of the Horizontal Infrastructure, at which time the Performance Bond shall be released.

3. Required Bonds.
   A. Prior to the recording of the Plat, the Developer shall provide a performance bond in the amount of Thirty One Thousand Dollars ($31,000) (110% of the cost to construct the Improvements) in favor of the City issued by a surety reasonably acceptable to the City to secure the full and timely performance of Developer’s covenants set forth in this Agreement (the “Performance Bond”).
   B. Prior to the City’s release of the Performance Bond, the Developer shall provide a maintenance bond in the amount of Three Thousand Dollars ($3,000) (10% of the cost to construct the Improvements) in favor of the City issued by a surety reasonably acceptable to the City to secure the full and
timely performance of Developer’s covenants set forth in this Agreement (the “Maintenance Bond”).

4. **The Plat.** Concurrent with execution of this agreement, the City will approve the Plat, in the form reviewed and approved by City staff and presented to the Council for consideration simultaneous with this Agreement. The promise of Developer’s timely and proper completion of construction of the Horizontal Infrastructure and its maintenance and repair until acceptance by the City is a material covenant upon which reliance is placed by the City in making this Agreement and approving the Plat.

5. **The Horizontal Infrastructure.** Within twelve (12) months of the City’s execution of this Agreement, and prior to requesting any Certificate of Occupancy for any structure within the Plat boundary, the Developer will complete construction of the Subdivision’s Horizontal Infrastructure as specified in the Plans. All construction shall be performed in accordance with sound engineering practices and according to the Plans, all as determined and interpreted by the City using its reasonable discretion. Developer shall timely and properly secure all applicable local, county, state and federal permits to construct the Horizontal Infrastructure and shall pay any fees or costs associated therewith. Developer, his agents, subcontractors and the employees of any one of them, shall comply with all applicable laws, regulations and permit conditions related to the construction of the Horizontal Infrastructure. The Developer agrees to dedicate to the City, by Plat dedication, the Horizontal Infrastructure constructed and installed on Developer’s property, at no cost to the City. Developer shall ensure that no potable water service shall be provided through the Horizontal Infrastructure to any third party user or occupant of the Subdivision until all bacteriological and pressure testing has been completed and the Horizontal Infrastructure have been approved for such use by the Department of Environmental Protection.

6. **City Acceptance of Infrastructure.** Upon completion of the Horizontal Infrastructure in accordance with the Plans, and inspection by the City, the City will accept, maintain and repair the Horizontal Infrastructure, together with all easements necessary for the City’s use, access and maintenance thereof, in a
manner consistent with the maintenance of other City streets and City infrastructure similarly situated. The Developer or its assignee shall be responsible for maintenance and repair of the Horizontal Infrastructure until acceptance of Horizontal Infrastructure by the City. The City shall not accept stormwater treatment or attenuation facilities within the Subdivision, even if the City constructs these improvements, unless such stormwater facilities are located within right of ways or easements dedicated to the City.

7. **City Performance.** If for any reason the Developer fails to timely and substantially complete the installation, construction or maintenance of any element of the Horizontal Infrastructure and the City undertakes to complete such installation, construction or maintenance: (i) Developer hereby grants the City a construction license to use, access, construct and install the Horizontal Infrastructure, and (ii) Developer hereby agrees to reimburse the City for any cost differential between the amount of the applicable bond and the actual cost reasonably incurred by the City upon demand.

8. **Fees and Costs.** The Developer will pay the fees and costs reasonably incurred to effect the design, engineering and construction of the Horizontal Infrastructure, including but not limited to, any fees and costs imposed by City ordinance or resolution with respect to the review of the Plans, the inspection of the Horizontal Infrastructure or the preparation of the necessary instruments contemplated herein.

9. **Developer’s Warranty of Infrastructure.** Developer warranties the workmanship and material of the Horizontal Infrastructure for a period of one year after the City’s acceptance of the Horizontal Infrastructure. The Developer further warrants that said improvements are fit for use as part of the City’s utility system, and the Developer agrees to defend, indemnify and hold harmless the City from any and all liability claims by a third party due to faulty workmanship and materials within the aforementioned one-year warranty period.

10. **Notice of Changes.** Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party’s ability to carry out their duties under this Agreement.
11. **Indemnification and Hold Harmless.**

A. For a period of one year after City’s acceptance of the Horizontal Infrastructure, Developer 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 construction, installation, maintenance or repair of the Horizontal Infrastructure by Developer; or (ii) the breach of any of Developer’s representations, warranties, covenants or agreements hereunder. The covenants contained in this sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City’s acceptance of the Horizontal Infrastructure.

B. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Developer under subsection A above, the City shall promptly cause notice of the claim to be delivered to the Developer and shall afford the Developer and its counsel, at the Developer’s sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this sub-paragraph shall survive the termination of this Agreement, but shall expire one year from the City’s acceptance of the Horizontal Infrastructure.

12. **Time.** Time is of the essence in this Agreement.

13. **Remedies.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner’s property in addition to any other remedies available to it. 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.

14. **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.

15. **Assignment.** This Agreement is not assignable, except to the extent that the assignee assumes the obligation to complete the Agreement and post the
appropriate performance bond or letter of credit to insure the Agreement’s completion.

16. **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.

17. **Modification.** 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 Owner.

18. **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.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are not representations, warranties, covenants or other agreements among them.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:  

ALVIN GARY WALSINGHAM

Print Name:  

By:  

Its

Print Name:  


Print Name:  

By:  

Its

Print Name:  

SYLVIA JEAN WALSINGHAM AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF W. M. WALSINGHAM A/K/A WILLIAM MYRON WALSINGHAM, DECEASED

Print Name:  

By:  

Its

Print Name:
AGENDA ITEM #
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST TO SUBDIVIDE 0.9045 ACRES OF LAND
Submitted by Alvin Gary Walsingham; Marion C. Walsingham, Individually
and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated
July 1, 1990, and as Trustee of the Marion C. Walsingham Revocable Trust
U/T/A dated October 10, 1990; and Sylvia Jean Walsingham as Personal
Representative of the Estate of W. M. Walsingham A/K/A William Myron
Walsingham, Deceased (collectively the “Developer”)
PARCEL NO. a portion of Parcel No. 33989-000-000
PROPERTY LOCATED on Moonlight Bay Drive
PANAMA CITY BEACH, FLORIDA

QUASI-JUDICIAL HEARING on FINAL SUBDIVISION PLAT OF
MOONLIGHT BAY AT COLONY CLUB - PHASE 1

05-PL-15

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received
testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on
May 26, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY
1. Upon original application of Alvin Gary Walsingham; Marion C. Walsingham, Individually
and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated July 1, 1990, and as Trustee of the Marion C. Walsingham Revocable Trust
U/T/A dated October 10, 1990; and Sylvia Jean Walsingham as Personal
Representative of the Estate of W. M. Walsingham A/K/A William Myron
Walsingham, Deceased (collectively the “Developer”), the Developer of 0.9045 acres
of real property immediately located located south of Power Line Road, on the western
side of Moonlight Bay Drive, Panama City Beach, Florida, to subdivide such land, the
Moonlight Bay at
Colony Club – Ph 1
05-PL-15
City approved the undated preliminary plat of Moonlight Bay at Colony Club – Phase 1, received April, 2015.

2. Upon receipt of the final plat of Moonlight Bay at Colony Club – Phase 1, the City Council, on May 26, 2015, held a Quasi-Judicial Hearing on the plat embodying the proposed subdivision of land, at which competent substantial evidence consisting of testimony and documentation was received.

FINDINGS OF FACT

3. Notice of the May 26, 2015, hearing was properly given.

4. The subject property is located entirely within the corporate City limits.

5. The City Planner is qualified to express an opinion on the matters addressed herein related to the City’s Comprehensive Plan and Land Development Code.

6. The face of the plat contains the title certificate of Diamond Title Agency, Inc., that title to the lands to be platted is in the name of the Estate of W.M. Walsingham A/K/A William Myron Walsingham, Deceased; Alvin Gary Walsingham; and, Marion C. Walsingham, Individually, and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated July 1, 1990 and as Trustee of the Marion C. Walsingham Revocable Trust U/T/A dated October 10, 1990, a Florida Corporation, and that there are no unsatisfied mortgages encumbering the lands to be platted.

7. The face of the plat contains the surveyor’s certificate confirming that the plat was prepared in accordance with the requirements of Chapter 177.

8. The improvements to be dedicated to the City have not been fully constructed, but are secured by an Infrastructure Completion Agreement and Performance Bond as contemplated by LDC Section 10.19.04.

CONCLUSIONS OF LAW

9. Pursuant to Section 177.071, Florida Statutes and Sections 10.04.03 and 10.07.02 of the City’s Land Development Code, the City Council has jurisdiction to conduct a quasi-
judicial hearing on this matter and determine whether to approve or deny the plat, based exclusively upon whether the plat conforms to the requirements of law and the City’s land development regulations.

10. Based upon the uncontradicted testimony of the City Planner and City Engineer, the proposed subdivision request complies with all procedural requirements of the City’s Land Development Code, the requested subdivision of land is substantively consistent with the City’s Comprehensive Plan and the requested subdivision of land is substantively consistent with the City’s Land Development Code.

11. Based upon the uncontradicted certification on the face of the plat, title to the lands to be platted is in the name the Estate of W.M. Walsingham A/K/A William Myron Walsingham, Deceased; Alvin Gary Walsingham; and, Marion C. Walsingham, Individually, and as Trustee of the W. Alvin Walsingham Revocable Trust U/T/A dated July 1, 1990 and as Trustee of the Marion C. Walsingham Revocable Trust U/T/A dated October 10, 1990, a Florida Corporation, there are no unsatisfied mortgages encumbering the lands to be platted, and the dedication is properly executed by Alvin Gary Walsingham, Marion C. Walsingham, and Sylvia Jean Walsingham.

12. Based upon the uncontradicted certification on the face of the plat, the plat was prepared in accordance with the requirements of Chapter 177 and, accordingly, that monuments for each of the lots had been set.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject request to subdivide land is hereby GRANTED and accordingly, the captioned plat of MOONLIGHT BAY AT COLONY CLUB – PHASE 1 is hereby APPROVED as presented.

Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

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 _____ day of __________, 2015.

________________________
MAYOR GAYLE F. OBERST

ATTEST:

________________________
HOLLY J. WHITE, CITY CLERK
Regular Agenda Item #3,

Moonlight Bay at Colony Club, Phase 1 Plat
Regular Agenda Item #4,

Ordinance 1343
AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS "THE 2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN"; ACTING UPON THE APPLICATION OF WOODSTOCK CHURCH AT PC BCH INC TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM SINGLE FAMILY TO TOURIST; DESIGNATING FOR TOURIST LAND USE A CERTAIN PARCEL LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 1.26 ACRES; SAID PARCEL LOCATED AT 190 COBB ROAD, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP FOR TOURIST DESIGNATION FOR THE PARCEL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

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

WHEREAS, the City Council desires to amend the Future Land Use Map (the "FLUM") contained within the Comprehensive Plan to make a land use designation for the parcel of land described below; and

WHEREAS, Robert Carroll, agent for Woodstock Church at PC Bch Inc. (the "Applicant"), submitted an application requesting an amendment to the Comprehensive Plan;

WHEREAS, the Panama City Beach Planning Board reviewed the land use change request, conducted a public hearing on March 9, 2015, and recommended approval (5-0);
WHEREAS, the Applicant and the City have agreed that the property should be designated "Tourist;" and

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

WHEREAS, the subject parcel involves a use of ten (10) acres or less and the cumulative effect of the acreage for all small scale amendments adopted by the City this calendar year, including the subject parcel, does not exceed eighty (80) acres, and the subject parcel otherwise qualifies for a small scale amendment pursuant to Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, on _____________, the City Council conducted a properly noticed, small scale adoption hearing as required by Section 163.3187(1)(c)(3), Florida Statutes, and adopted this Ordinance in the course of that hearing;

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

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

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:
SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Tourist land use under the Comprehensive Plan, to-wit,

LOTS 7 THROUGH 13 AND THE SOUTH 21.34 FEET OF LOT 6, IN BLOCK 2, SUNTIME BEACH UNIT ONE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 43, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

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 regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ of ________________, 2015.

__________________________
Gayle F. Oberst, Mayor

ATTEST:

__________________________
Holly J. White, City Clerk

EXAMINED AND APPROVED by me this ___ day of ____________, 2015.

__________________________
Gayle F. Oberst, Mayor

PUBLISHED in the Panama City News-Herald on the ___ day of ____________, 2015.
Small Scale Comp Plan Change W/ Annexation
Comp Plan Amendment must be adopted in the course of the Hearing.

POSTED on pcbgov.com on the _____ day of _____________, 2015.

HOLLY J. WHITE, CITY CLERK
Regular Agenda Item #5,

Ordinance 1344
ORDINANCE NO. 1344

AN ORDINANCE REZONING FROM SINGLE FAMILY RESIDENTIAL (R-1A) TO COMMERCIAL HIGH INTENSITY (CH) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 1.26 ACRES; LOCATED AT 190 COBB ROAD; ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWIT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, Robert Carroll, agent for Woodstock Church at PC Bch Inc., the owner of the real property designated herein, has initiated this ordinance by filing a petition with the City praying that said real property, being more particularly described below be rezoned from Single Family Residential (R-1A) to Commercial High Intensity (CH) as shown below; and

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

WHEREAS, the City of Panama City Beach Planning Board reviewed the proposed zoning change, conducted a public hearing on March 9, 2015, and recommended approval (5-0); and

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

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:
SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from R-1A to CH, to wit,

LOTS 7 THROUGH 13 AND THE SOUTH 21.34 FEET OF LOT 6, IN BLOCK 2, SUNTIME BEACH UNIT ONE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 43, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

And the City's zoning map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance No. 1343 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of ______________, 2015.

GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J. WHITE, CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ______________, 2015.
This is rezoning w/o annexation

GAYLE F. OBERST, MAYOR

PUBLISHED in the Panama City News-Herald on the _____ day of ___________, 2015.

POSTED on pcbgov.com on the _____ day of ___________, 2015.

HOLLY J. WHITE, CITY CLERK
Regular Agenda Items

#4 & 5,

Ordinance

1343 & 1344

Planning Board materials
IN RE: REQUESTS FOR A SMALL SCALE PLAN AMENDMENT FROM SINGLE FAMILY RESIDENTIAL TO TOURIST AND A REZONING FROM R-1A TO CH (COMMERCIAL-HIGH INTENSITY).

SUBMITTED BY: WOODSTOCK BAPTIST CHURCH

PARCEL NO.: 1.26 ACRES; PARCEL NO. 38345-000-000 (attached) MINUS THE NORTHERLY (70) FEET (to remain residential).

PROPERTY LOCATED AT 190 COBB ROAD, PANAMA CITY BEACH, FLORIDA.

ORDER

The PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Legislative Proceeding for the Small-Scale Comprehensive Plan Amendment to the Future Land Use Map and the Quasi-Judicial Hearing for the associated Rezoning, held on this matter on March 9, 2015, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of Woodstock Church at PC Beach, Inc. the owner of 1.26 acres of real property located 190 Cobb Road, to amend the City’s Future Land Use Map to Tourist and to rezone such land as CH, the City’s Planning Board held a properly advertised Legislative Proceeding and Quasi-Judicial Hearing to consider the requests on March 9, 2015. Mr. Robert Carroll, acting as agent for the owner, attended the meeting and public comment was received.

2. The City Planner delivered a staff report to the Planning Board that recommended approval of the small-scale plan amendment and the rezoning request. The report
indicated capacity of public facilities is available; the site is absent any wetlands, protected plants/wildlife; is not in a flood zone; and, is not indicative of urban sprawl.

3. If the small-scale amendment is approved, the rezoning request will then be consistent in all respects with the City’s Comprehensive Plan and the request will comply with all the procedural requirements of the City’s Land Development Code.

4. The staff report indicated the small-scale plan amendment and zoning request would not result in an increase in impacts on local or state facilities, and was compatible with adjacent properties;

5. The property is currently divided by two different Future Land Use Map designations (Single Family Residential and Tourist) and two different zoning districts (R-1A and CH). Unifying the property under one Future Land Use Map designation and one zoning district serves a legitimate public purpose in that the site would then be available for expansion, redevelopment, or rebuild after a natural disaster;

6. No evidence was presented to establish that maintaining the existing Future Land Use Map designation and zoning classification with respect to the subject property will accomplish a legitimate public purpose;

7. The northerly seventy (70) feet of the subject property is not part of the request so that it can remain as single-family residential and serve as a buffer to the other dwellings in the area.

**CONCLUSIONS OF LAW**

8. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 8.03.03(A) and (C), 10.04.03, 10.04.04 and 10.07.02 of the City’s Land Development Code, the Planning Board has jurisdiction to conduct a legislative proceeding and a quasi-judicial hearing on these matters and make a recommendation to the City Council on whether these requests should be granted by adoption of ordinances.
THEREFORE, IT IS ORDERED AND ADJUDGED that the subject small-scale plan amendment to the Future Land Use Map and rezoning are hereby recommended for APPROVAL (5-0) and accordingly, the associated Ordinance should be ADOPTED.

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

DONE this 13 day of March, 2015.

CHAIRMAN ED BENJAMIN

ATTEST:

MEL LEONARD, DIRECTOR OF BUILDING AND PLANNING
DATA AND ANALYSIS

I. **APPLICANT:** Woodstock Church

II. **PROJECT LOCATION:** The site is located on the west side of Cobb Road south of the intersection of Cobb Road and Suntime Street. (see attached maps).

III. **REQUEST:** This request is for a rezoning of approximately 1.26 acres from R-1a to CH and a Small Scale Amendment to change the Future Land Use Designation from Single Family to Tourist. A change of the Front Beach Overlay Zone 2 “FBO-2” designation is not being requested and will remain in place.

IV. **REASON FOR REQUEST:** The applicant's representative has stated the applicant is requesting the change to allow the multiple surrounding lots owned by the church to have the same Future Land Use and Zoning designations.

V. **PLAN AMENDMENT:** A small scale plan amendment is required.

VI. **EVALUATION:**

1. **IMPACT ON PUBLIC FACILITIES:**

   1. **Roads:** According to the 2014 Panama City Beach Traffic Data Summary, the adjacent segment of Front Beach Road has an annual average daily traffic volume of 6,000 trips. As a result of previously approved construction projects, there may be an additional 3,682 trips generated along this corridor, which may increase future traffic to 9,682 trips or (920 peak hour trips) Level of Service C.

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

   2. **Potable Water:** The City has a franchise from Bay County authorizing the City to provide water and sewer service to the incorporated City limits and unincorporated Bay County west of St Andrew Bay, and south of West Bay and the contiguous Intracoastal Waterway. The City utility system also purchases 100% of its potable water from Bay County via contract. The
term of the agreement is through 2042 and states that 26.4 million gallons per day (mgd) will be available to the City 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 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 completed construction of 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. Daily water demand ranged from 8.1 mgd to 15.0 mgd on a monthly average, with an annual average of 10.7 mgd. The maximum single-day demand was 16.5 mgd. The County's projected available capacity to supply potable water to the City was to be 28.4 mgd, which leaves an excess monthly average capacity ranging from 20.3 mgd to 13.4 mgd with an annual average excess of 17.7 mgd. The excess on the single-day maximum is expected to be 11.9 mgd.

The City also operates 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 20% of total potable water consumption previously used by similar developments, will be replaced by reclaimed water in these new subdivisions.

3. Sewer: The City has completed two construction projects which enable the City wastewater treatment plant (WWTP) to highly treat 14 mgd on a monthly average basis and have eliminated the former effluent discharge into West Bay. The upgrades to the treatment plant also improve treatment quality to Advanced Wastewater Treatment (AWT) standards. An accompanying project to construct a wetlands effluent discharge system at a 2,900 acre facility containing 2,000 acres of receiving wetlands became operational in April 2011. A 36-inch diameter, 4.5 mile long transmission main from the WWTP to the wetland site was also constructed. As a result of these two projects, FDEP closed a consent order case file related to the effluent discharge location and the City now has 14 mgd monthly average treatment and disposal capacity. Monthly average plant flows ranged from 3.7 mgd to 11.6 mgd on a monthly average. The City's reclaimed water system referenced in the Potable Water section above has been in operation since 2006 and provided
between 1.0 and 2.9 mgd of irrigation water per month in the last fiscal year, depending on the time of year and demands, to residential and commercial areas of the City.

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

4. Solid Waste: Solid waste generated in Panama City Beach is transported to the Bay County Resource Recovery Plant or the landfill for disposal (Steelfield Landfill). The 620 acre landfill (155 acres permitted of which 47 acres are filled and 13 acres are in operation) has a life expectancy of 28 more years. The landfill has recently begun to recycle scrap metal which will extend the life expectancy of the facility.

The County Resource Recovery Plant handles the majority of the burnable municipal solid waste for all of Bay County and limited amounts of other surrounding counties waste. Non-burnable solid waste is placed in Steelfield Rd. landfill. Solid waste generated by Bay County makes up 84% of the facility's maximum capacity. The facility usually operates at 100% capacity with Bay County's waste having first priority.

2. 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 Florida State University. This group is involved in gathering, interpreting, and disseminating information critical to the conservation of Florida's biological diversity.

Maps Supplied by FNAI appear to identify the subject area as an area which does not have any significant natural resources.
3. **Flood Zones:** According to Bay County GIS the subject parcel is identified as being located in flood zone X which is outside a flood zone.

C. **COMPATABILITY WITH SURROUNDING LAND USES:**

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

Surrounding parcels to the west and east are zoned CH, the property to the north is R-1a and the property to the south is R-3.

If the applicant's rezoning request is approved from R-1a to CH, the maximum allowable height will remain the same considering the Front Beach Overlay Zone 2 will not be affected as a result of this rezoning. However the allowable density will increase from 4.3 units per acre to 45 units per acre, thus allowing additional dwelling units and the associated increase in traffic.

In addition this rezoning may allow commercial uses such as multi-family developments, transient residential rentals, restaurants, retail and clubs.

The proposed rezoning may create a condition or use that could unduly negatively impact, directly or indirectly adjacent residential uses. The development of the site with one of the allowable uses mentioned above has the potential to negatively impact surrounding residences with an increase in density, additional traffic and noise.

D. **URBAN SPRAWL ANALYSIS:**

The City uses 13 specific indicators that test to determine if a proposed plan amendment promotes urban sprawl. When applying these 13 indicators to the proposed zoning change, it appears the requested change does not promote urban sprawl.

**CONCLUSION:** After evaluating all of the factors associated with this requested rezoning, staff does not object to the rezoning. The applicant has chosen to not include the northern portion of the subject parcel to lessen the impact of the rezoning on existing residentially zoned properties. Additionally the majority of adjacent properties to the west, east and south are already zoned for multi-family or commercial uses.
Legend

Roads:
- Major
- Minor
- Unnamed
- Trail

PCB Parcels

Prepared by The
City of Panama City Beach
Planning Department
REQUEST FOR ZONING or REZONING – Section 10.02.10

Applicant:
Name(s): Woodstock Church at PC Bch. Inc. ____________________________
Address: 17495 Panama City Beach Parkway ____________________________
City: Panama City Beach State: FL Telephone: 234-0488 Fax: ____________
Email: Rick.Young@fbcw.net ____________________________

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

Parcel Number of Property for Zoning or Rezoning: 38345-000-000
(Address/Location of Property for Zoning or Rezoning: 190 Cobb Road)

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 6/17/2015

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: Woodstock Church at PC BCH. Inc. ____________________________
Address: 17495 Panama City Beach Parkway ____________________________
Email Address: Rick.Young@fbcw.net ____________________________
City: Panama City Beach State: FL Telephone: 850-234-0488 Fax: ____________
Date of Preparation: ____________________________ Date(s) of any modifications: ____________________________

Legal Description: (Consistent with the Required Survey) Lots 6, 7, 8, 9, 10, 11, 12 and 13 – Sunrise Beach, Unit 1

A vicinity map showing the location of the property.

Present Zoning Designation: R1A Requested Zoning Designation: CH Future Land Use Map: ______
Deed Restrictions or Private Covenants apply to this property: Yes (Please submit a copy) X No
Applicant's Signature(s):

Print Name of Applicant: ____________________________
Signature: ____________________________
Date: __/____/____

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: 2/17/15
CITY OF PANAMA CITY BEACH
PUBLIC NOTICE OF REZONING REQUEST

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

APPLICANT: Woodstock Church at PC BCH, Inc.

ADDRESS/LOCATION: 190 Cobb Road
Panama City Beach, FL 32413

This is being requested because; the current zoning designation is R-1A and parcels to the east, West and south are all commercial zoned parcels (CH). The existing campus is comprised of multiple parcels of record with different land uses and zoning designations. The request is to allow all of the combined parcels to have the same land use and zoning designation.

MEETING INFORMATION:

Date: 9 March 2015
Time: 2:00 P.M.
Place: City Council Meeting Room, 110 S. Arnold Road, Panama City Beach

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

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

This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 -

Printed: Feb 17, 2015

Source: http://maps.baycountyfl.gov
Woodstock Requested Zoning

This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 -

Printed: Feb 17, 2015
Woodstock Requested Zoning

This data is provided with understanding that the conclusions drawn from such information are solely the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 -

Printed: Feb 17, 2015

Source: http://maps.baycountyfl.gov
The meeting was called to order by Chairman Benjamin at 2:00 p.m. and Mr. Leonard was asked to call the roll. Members present were Mr. Dowgui, Mr. Duran, Ms. Pease, Ms. Cook and Chairman Benjamin. Mr. Turner was absent.

Chairman Benjamin introduced the board minutes from the February 9, 2015 meeting and asked if there were any comments or corrections to the meeting minutes. Mr. Dowgui made a motion to approve the meeting minutes and it was seconded by Mr. Duran. Mr. Leonard was asked to call roll.

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<td>Mr. Duran</td>
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<td>Mr. Dowgui</td>
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**ITEM NO. 1 Request for a Small-Scale Amendment to the Future Land Use Map from Single Family Residential to Tourist and a rezoning from R-1A (Single Family Residential) to CH (Commercial High Intensity). The subject property is approximately 1.26 acres located on the west side of Cobb Road, south of Suntime Street.**

Chairman Benjamin introduced the agenda item and asked each member if they had anything to disclose under the Jennings Act.

Mr. Duran, nothing to disclose. Mr. Dowgui, nothing to disclose. Ms. Pease, visited the site and stated she was also interested in purchasing the property approximately a year ago and spoke to the church regarding the matter. Ms. Cook, has attended the church, but not a member. Chairman Benjamin, visited the site.

Robert Carroll, 17800 Panama City Beach Parkway, agent for applicant Woodstock Church. He explained the history of the property dating back to 1954 and the original zoning of residential lots. He stated the construction of the old church campus was developed on residential lots and the zoning was never changed while the church was in operation on those lots. He explained currently the land use has changed, giving back part of the property a land use of Tourist and a zoning designation of Commercial High Intensity (CH) and the properties along Cobb Road still remain with the land use of Residential. Mr. Carroll showed a map with the request reflecting only a portion of the property to change to CH, leaving the current single family resident out of the request. He stated this would keep from any encroachment into the current neighborhood with the residence remaining residential. He pointed out there is CH across the street and surrounding the entire neighborhood area.

Chairman Benjamin asked if the home remaining single family residential belonged to the church and Mr. Carroll answered yes. Chairman Benjamin asked regardless if there was a change in the zoning the house would remain. Mr. Carroll explained that particular lot with the home would be pulled out of the legal description and a new one would be created and it would remain a part of the neighborhood and not become a part of the commercial designation. Mr. Carroll stated currently it is occupied by the pastor and his family.

Mr. Carroll showed a map depicting that all the surrounding properties were CH and they would not be attempting to gain any more rights than anyone around the property. He stated once again there were two separatezonings on the property. He stated in the past it was for sale and there were people interested, but with the two different zoning designations this presents different setbacks, different codes, and two types of uses. He explained the current buildings overlap property lines and it is hard to establish the setbacks and uses for the property and therefore to make things clear they are requesting a CH zoning designation with a Tourist land use. Mr. Carroll explained the property is in the Front Beach Overlay District 2, which limits the height of forty-five feet. He restated they were only attempting to bring the entire property in as one land use and same zoning category.

Mr. Leonard stated the FBO sets the height and setbacks regardless if it is residential or commercial. Chairman Benjamin asked if the entire road was in the FBO 2 District. Mr. Leonard stated no, that it stops at the residential home that will remain. He showed a map indicating where the new lot would be created and not encroaching into the neighborhood. Mr. Carroll commented appropriate mailings were completed and they have not heard of any complaints at this time. Mr. Dowgui asked if there were any immediate plans to coincide with the request. Mr. Carroll explained a newer church has been built and all of the activities take place in the new location and that he did not know of any future plans. He explained that it was for sale in the past, but not at this...
Chairman Benjamin opened the meeting for public comment.

Kim Drayton, 207 Cobb Road understands the request, but stated it is a residential neighborhood and there is a lot of traffic on Cobb Road. She commented Cobb Road is a cut through from Back Beach Road to Front Beach Road.

Mr. Leonard read aloud a written statement from Joyce Whittaker, 178 Cobb Road in which she stated that she is in favor of the request and that she hopes it will bring an interest to her property. The statement was put into the record.

Ms. Cook commented that something would need to be done due to the current buildings on the property are split between two different land uses. Mr. Carroll explained that one of the buildings is already encroaching into another land use and if it was to occupy another land use other than the current it would not be allowed. Ms. Pease commented in her past attempt to utilize the structures she was not able to do so due to the different zonings within the one property. She commented that a majority of the property is already in the CH zoning, the same as the surrounding properties.

Discussion ensued. Mr. Leonard commented there is no height change and no setback change since it is all located within the FBO-2 district.

Mr. Duran made a motion to approve and it was seconded by Ms. Pease. Mr. Leonard was asked to call roll.

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<td>Yes</td>
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<td>Yes</td>
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Mr. Leonard stated it is recommended for approval to the City Council.

ITEM NO. 2 Mr. Alan T. Reiss, Trustee is requesting authorization to allow a carport in the front yard, which would reduce the required front setback from ten (10) feet to one (1) foot for a variance of nine (9) feet. The application is also requesting to allow for a five (5) foot tall fence and to allow for a vehicular turnaround in the right-of-way to allow for a pull forward onto Front Beach Road. The subject property is located at 17799 Front Beach Road.

Chairman Benjamin introduced the agenda item and asked each member if they had anything to disclose under the Jennings Act.

Mr. Duran, nothing to disclose. Mr. Dowgul, nothing to disclose. Mr. Pease, visited the property. Ms. Cook, visited the property. Chairman Benjamin, visited the property.

Alan and Sue Reiss, 17799 Front Beach Road, homeowners of the property stated they had purchased the home approximately one year ago. They are making this their permanent home and not a rental property. Mr. Reiss explained that over fifty percent of the front yard is paved and they want to improve the curb appeal of the home. They provided visuals of their proposed plans supporting their requests. Mr. Reiss stated they wanted to build a carport that would not be visible from the street, an attended goal of the land development code (LDC) and have a useable front yard separated from the busy traffic of Front Beach Road and surrounding rental properties. He stated in order to achieve this structure and improve the curb appeal it would allow for four variance requests.

First variance is for a carport in the front yard. He explained that a rear access is not available and the current home is five feet from the side property lines. He stated without the variance he cannot have covered parking in his front yard with a straight-in entry from the street.

Second variance is for a carport with a one foot setback from the front property line. He explained adding a standard depth carport to the property and maintaining the ten foot setback requirement is not possible. He referred to the LDC 7.02.03.G.6(a), regarding maintaining the design integrity and functionality of the FBO district on the relatively small lots within the Front Beach Road corridor. He commented it will bring his home in line with the other homes along Front Beach Road and make it a more consistent view. He pointed out on the visuals that current homes do not meet the ten foot setback requirements.

Third variance is for a solid decorative fence five feet tall with a sliding gate. He explained the parking area is wide open to the street. He referred to LDC 7.02.03.G(d), requesting a solid fence to enclose the entire front yard. He stated this would create an oasis in the front to separate from the
Regular Agenda Item

#6*,

Resolution 15-107
RESOLUTION 15-107

BE IT RESOLVED that the City of Panama City Beach hereby approves the renewal and extension of that Master Services Agreement between the City and Atkins North America, Inc., f/k/a Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) for Professional Engineering Services needed to implement the Front Breach Road Community Redevelopment Plan until September 30, 2017; and

BE IT FURTHER RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Supplemental Agreement 13 to Task Order 16, between the City and Atkins North America, Inc., for Value Engineering Analysis and Updates to Plans and Specifications relating to the Front Beach Road Segment 2 Redevelopment Project, in a total amount of Fifty Eight Thousand Six Hundred Six Dollars and No Cents ($58,606.00), in substantially the form attached and presented to the Council today, draft dated May 21, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
   Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
MEMORANDUM

To: Mario Gisbert, City Manager
From: John Alaghemand, P.E., Assistant City Manager/CRA Manager
Subject: ATKINS Task Work Order 16-Supplemental Agreement 13, Front Beach Road Segment 2 Value Engineering Analysis & Updates to Plans
Date: May 21, 2015

A Request for bids for the Front Beach Road Segment 2 Redevelopment Project was advertised on March 10, 18, and 26, 2015 and the following bids were received and publicly opened at 10:30 AM Central Time on April 30, 2015:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Lump Sum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phoenix Construction, Inc.</td>
<td>$14,892,060.92</td>
</tr>
<tr>
<td>GAC Contractors, Inc.</td>
<td>$15,391,500.00</td>
</tr>
<tr>
<td>Roberts &amp; Roberts, Inc.</td>
<td>$16,140,031.00</td>
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<tr>
<td>CW Roberts Contracting, Inc.</td>
<td>$20,250,612.05</td>
</tr>
<tr>
<td>Anderson Columbia, Inc.</td>
<td>$20,828,126.77</td>
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</tbody>
</table>

The low bid significantly exceeded the $8,700,000 budgeted for the project’s construction. Based on a preliminary evaluation of the bids, unit prices, plans and specifications, staff has identified several potentially cost savings items which warranted further evaluation to reduce the project cost. To allow for such value engineering analysis and updates to the plans and specifications, the City Manager rejected all bids received for the project. The bidders were notified on May 13, 2015.

ATKINS has submitted the attached scope of services and fee proposal to conduct a Value Engineering analysis and update the plans and specifications, accordingly (Exhibits A & B). The ATKINS’ proposed fee for this task order is $58,606. Upon completion of this task order, the project will be re-advertised for bids.

Staff recommends that the Council approve an extension of the City’s Master Services Agreement with ATKINS until September 2017 to allow ATKINS to undertake the task and assist with Post Design Services that may be required in the future for the project, and that the City approve the ATKINS Task Order 16-Supplemental Agreement 13 for the Front Beach Road Segment 2 Redevelopment Project Value Engineering Analysis and Updates to Plans and authorize the City Manager to execute the attached Agreement (Exhibit C).
Exhibit "A"

Front Beach Road Community Redevelopment Area
Panama City Beach, Florida
Task Work Order #16
Front Beach Road Segment 2 Final Design
Richard Jackson Blvd Road to South Thomas Drive
Supplemental Agreement #13

Scope of Services

I. GENERAL INFORMATION

The purpose of this document is to describe the scope of services and the responsibilities of ATKINS and the City of Panama City Beach Community Redevelopment Agency (PCB) in connection with additional services necessary for the design of this project as follows:

Perform value engineering analysis and updates to plans. The analysis will develop detailed costs and recommendations for implementation in the plans and specifications.

II. DESIGN

1.0 Data Collection and Traffic Analysis

1.1 Traffic Data Collection - No scope changes

1.2 Geotechnical Investigations - No scope changes

1.3 Design Surveys - No scope changes

2.0 Traffic Analysis

2.1 Traffic Analysis - No scope changes

3.0 Roadway Analysis and Plans

Perform preliminary assessment of value engineering items for inclusion in the plans. The analysis will develop detailed costs and recommendations for implementation in the plans and specifications. Upon confirmation from PCB of desired changes to plans, ATKINS will incorporate said changes as updates to the construction plans and documents.

4.0 Drainage Analysis

Evaluate up to two concept pond shapes that would eliminate the retaining wall along FBR. Some public parking spaces will be eliminated to compensate for pond volume lost with use of the retaining wall. Atkins will use the permanent pool and water quality treatment volumes established in the February 3, 2015 Environmental Resource Permit application.

Upon confirmation from PCB of desired changes to plans, ATKINS will incorporate said changes as updates to the construction plans and documents.
5.0 Utilities

Coordinate with PCB, Preble-Rish, and Utility Companies to assess if any changes in materials, layout, or construction methods can affect a significant cost benefit to the project. Update utility plans and conflicts per the required changes.

Upon confirmation from PCB of desired changes to plans, ATKINS will incorporate said changes as updates to the construction plans and documents.

6.0 Signing and Pavement Marking Analyses and Plans

Update signing and pavement marking plans per required changes to roadway plans and layout.

7.0 Signalization Analyses and Plans

No scope changes.

8.0 Permitting

Coordinate with FDEP regarding the stormwater Pond A layout. A meeting will be held to discuss pond configurations and to determine the agency coordination and permitting necessary to eliminate retaining walls. Revised permit applications will be prepared and submitted under Section 20 once the final value engineering changes have been approved by the City and included into the plans.

9.0 Specifications

Update the construction documents per the required value engineering changes.

10.0 Landscape Architecture

Evaluate plant material selections and hardscape materials for spacing/inclusion to assess if any cost benefit can be realized by reductions or alternate materials.

Upon confirmation from PCB of desired changes to plans, ATKINS will incorporate said changes as updates to the construction plans and documents. Includes changes to the plans necessary for the pond A revision.

11.0 Roadway Lighting Analyses and Plans

Assessment of lighting poles and luminaires specified in plans. Assess the use of composite material poles to determine if material is usable, appropriate, and represents a cost savings to PCB.

Upon confirmation from PCB of desired changes to plans, ATKINS will incorporate said changes as updates to the construction plans and documents. Includes changes to the plans necessary for the pond A revision.

12.0 Client Meetings and Coordination

Up to two meetings with PCB staff to discuss the VE options and their implementation.
13.0 Transit Consulting Services
No scope changes

14.0 Subsurface Utility Engineering (SUE)
No scope changes

15.0 Right of Way Services
No scope changes.

16.0 Post Design Services
No scope changes.

17.0 Plans Modifications due to Public Initiated Requests
No scope changes

18.0 Litigation Support Services
No scope changes

19.0 Supplemental Drainage Analysis
No scope changes

20.0 Permit Applications
Revised permit applications will be prepared and submitted once the final value engineering changes have been approved by the City and included into the plans.

21.0 Plans Modifications
No scope changes

22.0 Assistance in Preparation of Front End Documents
No scope changes.
Exhibit “B”
Front Beach Road Community Redevelopment Area
Panama City Beach, Florida
Task Work Order #16
Front Beach Road Segment 2 Final Design
Richard Jackson Blvd Road to South Thomas Drive
Supplemental Agreement #13

Fee Summary

<table>
<thead>
<tr>
<th>Design Activity</th>
<th>Hours</th>
<th>Rate</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Data Collection and Traffic Analysis</td>
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<td>$</td>
<td></td>
</tr>
<tr>
<td>1.1 Traffic Data Collection</td>
<td>0</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1.2 Geotechnical Investigations (to be provided by City of PCB under separate contract)</td>
<td>0</td>
<td>$</td>
<td></td>
</tr>
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<td>1.3 Design Surveying (to be provided by City of PCB under separate contract)</td>
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<td>$</td>
<td></td>
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<td>2.0 Traffic Analyses</td>
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<td>3.0 Roadway Analysis &amp; Plans</td>
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<td>4.0 Drainage Analysis</td>
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<td>6.0 Signing and Pavement Marking Analysis &amp; Plans</td>
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<td>7.0 Signalization Analysis &amp; Plans</td>
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<td>9.0 Specifications</td>
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<td>10.0 Landscape Architecture</td>
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<td>11.0 Roadway Lighting Analysis &amp; Plans</td>
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<td>12.0 Client Meetings and Coordination</td>
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<table>
<thead>
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<th>Design Activity</th>
<th>Hours</th>
<th>Rate</th>
<th>Fee</th>
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<tbody>
<tr>
<td>13.0 Transit Consulting Services</td>
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</tr>
<tr>
<td>14.0 Subsurface Utility Engineering Services</td>
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</tr>
<tr>
<td>15.0 Right of Way Services</td>
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</tr>
<tr>
<td>15.1 Right of Way Mapping</td>
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<tr>
<td>15.2 Right of Way Pre-Acquisition Support</td>
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<td></td>
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<td>16.0 Post Design Services</td>
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<tr>
<td>17.0 Plans Mods. due to Public Initiated Requests</td>
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<tr>
<td>18.0 Litigation Support Services</td>
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<tr>
<td>19.0 Supplemental Drainage Analysis</td>
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<td>20.0 Permit Applications</td>
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<td>21.0 Plans Mods. due to New/Approved Developments</td>
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<td>$</td>
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<tr>
<td>22.0 Assistance/Preparation of Front End Documents</td>
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<td>$</td>
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<tr>
<td>Total Limiting Amounts</td>
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<td></td>
<td>$7,806</td>
</tr>
<tr>
<td>Total Supplemental Agreement Amount</td>
<td>441</td>
<td></td>
<td>$58,606</td>
</tr>
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EXHIBIT C - COMBINED TASK ORDER AND NOTICE TO PROCEED

Subject: ATKINS Task Work Order 16-Supplemental Agreement 13, Front Beach Road Segment 2 Final Design

Date: May 21, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND POST, BUCKLEY, SCHUH, & JERNIGAN, INC., now known as ATKINS NORTH AMERICA, INC., RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR THE FRONT BEACH ROAD REDEVELOPMENT PROJECT dated July 13, 2004 (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.

1. Pursuant to the Agreement, the Engineer agrees to perform the specific tasks set forth upon incorporated Exhibit A, Scope of Services, relating to the above referenced project.

2. Engineer’s total compensation for the services to be provided by it under this Task Order shall be $58,606, as specified in the attached Exhibit B.

3. Work shall begin immediately upon receipt of this signed document and shall be substantially complete by October 31, 2015. There are not additional rights and obligations related to the Task Order other than specified in the Agreement.

Upon execution of the Task Order Supplemental Agreement by both the Engineer and City, the Engineer is directed to proceed.

Witness:

By: Matthew A. Taylor, PE
Its: Division Manager

Date: __________________________

CITY OF PANAMA CITY BEACH, FL

By: __________________________
Mario Gisbert, City Manager

ATTEST:

Date: __________________________

City Clerk

Attachments: ATKINS’ Scope of Services and Fee Schedule
Regular Agenda Item

#7,

Resolution 15-108
RESOLUTION 15-108

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Settlement Agreement and General Release between the City and Dellwood Properties and Beach Community Bank, in the basic amount of Fifty Thousand Dollars and Zero Cents ($50,000.00), related to litigation arising from the City’s nuisance abatement activities on the former Surfside Villas property, 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, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ________________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
RELEASE AND SETTLEMENT AGREEMENT

MUTUAL GENERAL RELEASE

The City of Panama City Beach, Florida, by and through the undersigned authorized agent (hereinafter, the “City”), for and in consideration of the sum of Fifty Thousand Dollars ($50,000) does hereby completely and fully release and discharge Beach Community Bank (hereinafter, “Bank”) of and from any obligation, liability, or responsibility arising out of that certain lawsuit styled City of Panama City Beach, Florida, v. Beach Community Bank, Case No. 11-1317CA (hereinafter, the “Counter-Lawsuit”), in the Circuit Court in Bay County, Florida concerning the Notice of Lien dated June 14, 2010, filed and recorded in the public records of Bay County, Florida in Official Records Book 3249, Page 590-591, (hereinafter, the “Lien”) against property located at 17561 Front Beach Road, Panama City Beach, FL 32413, Parcel #s 38384-002-000 through 38384-019-000, inclusive (hereinafter, the “Property”).

Bank, its managers, members, directors, officers, and agents, by and through the undersigned authorized agent, for and in consideration of executing the attached Release of Lien (Exhibit “A”) does hereby completely and fully release and discharge the City of and from any obligation, liability, or responsibility arising out of that certain lawsuit and/or action styled Beach Community Bank v. Dellwood Properties, et al., Case No.: 11-1317CA, in the Circuit Court in Bay County, Florida concerning the Property (hereinafter, the “Foreclosure Lawsuit”).

It is understood and agreed that this settlement and release is in full compromise of a disputed claim, and that neither this release nor the payment pursuant to this release shall be construed as an admission of liability.

By signing this release City warrants that the Property is currently compliant with all applicable codes and ordinances and that there are no outstanding ordinance violations. Bank agrees and warrants that from the date of the Release until the Property is sold, leased, or otherwise disposed of it will be responsible to maintain the Property in compliance with all applicable codes and ordinances. Once Bank disposes of the Property, it shall have no further liability for the code compliance of the Property.

ATTORNEYS’ FEES

Each party hereto shall bear all attorneys’ fees and costs arising from the action of its own counsel in connection with this matter, the terms of this settlement agreement, the matters and documents referenced herein, the filing of a dismissal for the complaint, and all related matters.
DROPPING PARTIES AS DEFENDANTS

Following receipt of the settlement funds and the execution of this Release and Settlement Agreement, counsel for City has, or will, in the immediate future, deliver to counsel for the Bank an executed dismissal dropping the Bank as a party to the Counter-Lawsuit with prejudice. City has authorized its counsel to execute the dismissal on its behalf and to file the dismissal with the court and enter it as a matter of record. Likewise, Bank will deliver to Counsel for the City and executed dismissal dropping the City as a party to the Foreclosure Lawsuit with prejudice. Bank has authorized its counsel to execute the dismissal on its behalf and to file the dismissal with the court and enter it as a matter of record. The court shall retain jurisdiction as to any remaining parties and for enforcing the terms of this settlement.

This agreement is conditioned upon approval by the City’s Commission on or before June 11, 2015. If not approved by the City’s Commission on or before June 11, 2014, this agreement shall terminate.

The undersigned acknowledges that each party has read this release and understands the terms outlined herein.

Signed this ____ day of __________________, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

MARIO GISBERT, CITY MANAGER

BEACH COMMUNITY BANK

By: __________________________
Its: __________________________
In Re: 17561 Front Beach Road, Panama City Beach, Florida

Tax Identification Nos:
38384-002-000; 38384-003-000; 38384-004-000; 38384-005-000; 38384-006-000; 38384-007-000;
38384-008-000; 38384-009-000; 38384-010-000; 38384-011-000; 38384-012-000; 38384-013-000;
38384-014-000; 38384-015-000; 38384-016-000; 38384-017-000; 38384-018-000; 38384-019-000

SATISFACTION AND RELEASE OF LIEN
CODE ENFORCEMENT

THE CITY OF PANAMA CITY BEACH, FLORIDA, through its undersigned and authorized agent, does hereby acknowledge that the said indebtedness has been paid, and does hereby release and cancel the Notice of Lien dated June 14, 2010, filed and recorded in the public records of Bay County, Florida in Official Records Book 3249, Pages 590 and 591, against property located at 17561 Front Beach Road, Panama City Beach, Florida, Parcel #s 38384-002-000 through 38384-019-000, inclusive, and more particularly described as:

CONDOMINIUM PARCEL: UNIT 1-18, SURFSIDE VILLAS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 458, PAGE 598, ET SEQ., AND AMENDED IN OFFICIAL RECORDS BOOK 841, PAGE 227. AS PROVIDED FOR BY THE CONDOMINIUM ACT OF THE STATUS OF THE STATE OF FLORIDA, SAID DESCRIPTION INCLUDES BY IS NOT LIMITED TO, ALL APPURTENANCES TO THE CONDOMINIUM PARCEL ABOVE DESCRIBED, INCLUDING THE LIMITED COMMON ELEMENTS ASSIGNED HERETO, AND INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM.

Dated this _____ day of __________, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

Mario Gisbert, City Manager

STATE OF FLORIDA
COUNTY OF BAY

Sworn and subscribed before me this _____ day of __________, 2015, by Mario Gisbert, City Manager, on behalf of the City of Panama City Beach, Florida, who is personally known to me.

Signature of Notary Public
My commission expires:

Amy E. Myers
Harrison Sale McClay
304 Magnolia Avenue
Panama City, FL 32402
(850) 769-3434

AGENDA ITEM #
Regular Agenda Item

#8,

Resolution 15-102
RESOLUTION NO. 15-102

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH DEFINING SPRING BREAK 2016 TO BE THE PERIOD OF MARCH 1, 2016 THROUGH MARCH 31, 2016.

WHEREAS, City staff has reviewed the published school calendars which in the aggregate indicate that college Spring Break 2016 will commence on February 12, 2016 and run through April 9, 2016; and

WHEREAS, a majority of College Spring Breaks will occur during the weeks of March 5, March 12 and March 19; and

WHEREAS, the Council finds that the critical mass of college Spring Break 2016 will occur in March, which also includes portions of Spring Breaks beginning February 27 and March 26; and

WHEREAS, the City also finds that by defining the period of Spring Break to a calendar month, which is an easily recalled period of time, the City will reduce confusion in the business and the consumer communities and serve the public interest by facilitating voluntary compliance with the laws to be in effect during that provisional period as defined by the Council, thereby reducing the need for reactive enforcement during a time when law enforcement resources are already heavily burdened.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach that the 2016 Spring Break period is designated as March 1, 2016 through March 31, 2016.

APPROVED AND ADOPTED, in regular session this ________ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly J. White, City Clerk
Regular Agenda Item
#9,

Ordinance 1352
ORDINANCE NO. 1352

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO DISORDERLY CONDUCT; REGULATING THE CONDUCT OF PERSONS ON BALCONIES BY MAKING IT UNLAWFUL TO CLIMB OR JUMP FROM A BALCONY OR TO THROW ANY OBJECT FROM A BALCONY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City is a tourist destination visited by thousands who stay in condos and hotel accommodations throughout the City and particularly along Front Beach Road and South Thomas Drive; and

WHEREAS, many if not all of the condominiums units and hotels rooms feature balconies where visitors can enjoy the sea breezes and a view of the Gulf of Mexico or of the tourist corridors where visitors tend to cruise and congregate on foot and by all manner of vehicles while enjoying the sounds of the surf and the salt air; and

WHEREAS, the City has observed that each year some or several visitors will attempt to jump or climb from their balcony, whether to a beach or pool deck below or to an adjacent balcony, oftentimes with disastrous results, and

WHEREAS, the City finds and determines that the climbing and jumping on, over and from balconies is disorderly and dangerous to persons and property no matter the frequency with which it occurs, and it is in the best interests of the City’s residents and guests that such behavior be prohibited and made unlawful within the City; and

WHEREAS, the City further finds that particularly during seasons when young people populate the beach and balconies, these guests have a tendency to want to throw things from their balconies—whether for convenience, sport or mischief, and that such behavior also interferes with other guests’ use of and view from their own balconies and can endanger the life and property of those in the vicinity of such behavior; and

WHEREAS, the City finds and determines that is in in the best interests of the City to make unlawful the throwing of any objects from balconies within the City.

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

SECTION 1. From and after the effective date of this ordinance, Section 16-2 of the Code of Ordinances of the City of Panama City Beach, related to Disorderly Conduct is amended to read as follows:
Sec. 16-2. Disorderly conduct.

(a) Definitions. The following words and phrases, as used in this section, shall have the meanings respectively ascribed to them:

(1) Public place shall mean any place to which the general public has access and a right to resort for business entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks;

(2) Riot shall mean a public disturbance involving an act of violence by one (1) or more persons part of an assemblage of three (3) or more persons, which act shall constitute a clear and present danger of, or shall result in, damage or injury to the property of any other person or to the person of any other individual; or a threat of the commission of an act of violence by one (1) or more persons part of an assemblage of three (3) or more persons having, individually or collectively, the ability of immediate execution of any such threat or threats, where the performance of the threatened act of violence would constitute a clear and present danger of, or would result in, damage or injury to the property of any other person or to the person of any other individual; and

(3) Incite a riot shall mean, but is not limited to, urging or instigating other persons to riot, but shall not be deemed to mean the mere oral or written advocacy of ideas or expression of belief, not involving advocacy of any act or acts of violence or assertion of the right of, or the right to commit, any such act.

(b) Prohibited. A person shall be guilty of disorderly conduct if, with the purpose of causing public danger, alarm, disorder, nuisance, or if his conduct is likely to cause public danger, alarm, disorder or nuisance, he willfully does any of the following acts in a public place:

(1) Commits an act in a violent and tumultuous manner toward another whereby that other is placed in danger of his life, limb or health;

(2) Commits an act in a violent and tumultuous manner toward another whereby the property of an person is placed in danger of being destroyed or damaged;

(3) Causes, provokes, threatens or engages in any fight, brawl or riotous conduct so as to endanger the life, limb, health or property of another;

(4) Interferes with another's pursuit of a lawful occupation by acts of violence;

(5) Obstructs, either singly or together with other persons, the flow of vehicular or pedestrian traffic and refuses to clear the public way when ordered to do so by the city police or other lawful authority known to be such;

(6) Is in a public place under the influence of an intoxicating liquor or drug in such condition as to be unable to exercise care for his own safety or the safety of others;

(7) Resists or obstructs the performance of duties by the city police or any other authorized official of the city, when known to be such an official;

(8) Incites, attempts to incite or is involved in attempting to incite a riot;

(9) Addresses abusive language or threats to any member of the city police department, any other authorized official of the city who is engaged in the lawful performance of his duties or any other person, when any such words have a direct tendency to cause acts of violence, words merely causing displeasure, annoyance or resentment not being prohibited;

(10) Damages, befouls or disturbs public property or the property of another so as to create a hazardous, unhealthy or physically offensive condition;

(11) Makes or causes to be made any loud, boisterous and unreasonable noise or disturbance to the annoyance of any other persons nearby, or near to any public highway, road, street, lane, alley, park, square or common, whereby the public peace is broken or disturbed, or the travelling public annoyed; or in any way disturbs the public's tranquility in a manner inconsistent with the time or place of such an incident;

(12) Fails to obey a lawful order to disperse by a police officer, when known to be such an official, where one or more persons are committing acts of disorderly conduct in the immediate vicinity, and the public health and safety is immediately threatened;

(13) Uses abusive or obscene language or makes an obscene gesture; or

(14) Makes an offensive utterance, gesture or display in a manner that might reasonably lead to violence.

(15) Climbs up, down or over a balcony, or attempts to jump from a balcony, or spits or throws any object to or from a balcony.
(c) Exemptions. This section shall not be construed to suppress the right to lawful assembly, picketing, public speaking or other lawful means of expressing public opinion not in contravention of other laws.

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 ____________ , 2015.

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

EXAMINED AND APPROVED by me this ___ day of ____________ , 2015.

________________________________________
MAYOR

Published in the _______________________ on the ___ day of ____________ , 2015.

Posted on pcbgov.com on the ___ day of ____________ , 2015.
Regular Agenda Item #10,

Ordinance 1353
ORDINANCE 1353

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, PROHIBITING THE POSSESSION OR CONSUMPTION OF ALCOHOL ON THE SANDY GULF BEACH DURING THE MONTH OF MARCH UNLESS SUCH PERIOD IS EXTENDED BY RESOLUTION OF THE CITY COUNCIL; DEFINING SANDY GULF BEACH; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, beaches in this state represent one of the most valuable natural resources of Florida and it is in the public interest to preserve and protect them; and

WHEREAS, there are approximately 8 miles of beach within Panama City Beach, which the City finds to be a tremendous resource and asset to the community; and

WHEREAS, the County restores, renourishes and maintains the beach (inside and outside of the City limits), and regularly patrols, cleans and removes debris and trash from the beach, which the City supports; and

WHEREAS, during a determinable period each spring the City experiences a high volume of college aged visitors who come to the City seeking relaxation and entertainment during a break from the rigors of academia; and

WHEREAS, during Spring Break college-aged visitors especially are drawn en masse to the sandy gulf beach; and

WHEREAS, the City finds that daylong consumption of alcohol on the sandy gulf beach is a marked pastime of many of these young visitors while they are here; and

WHEREAS, the City finds that this prolonged consumption to be directly associated with undesirable behaviors such as public urination and significant littering on the beaches; and

WHEREAS, the City finds that students under the influence of alcohol are also made vulnerable by that condition and their unfamiliarity with their surroundings, often creating opportunities for these students to be preyed upon by other revelers under the influence or persons engaged in criminal activities; and

WHEREAS, local residents have expressed concerns about binge drinking, public drunkenness, use of beer bongs and funnels, lewd behavior and large crowds who pose a risk for riots and serious crime, that have been observed with increasing frequency on the beach during college Spring Break; and
WHEREAS, alcohol-related or alcohol-induced issues, including fights and disorderly conduct have in recent years increasingly taken away from other beach and crowd management priorities; and

WHEREAS, particularly in warmer weather, intoxicated individuals tend to ignore the flag warning system attempting to warn them out of rip-current areas and are less able to overcome challenging physical stressors; and

WHEREAS, Section 166.021 provides municipalities with the home rule and police powers to enact legislation concerning any subject matter upon which the State may act, except those expressly prohibited by the constitution or general or special law, or any subject expressly pre-empted to state or county by constitution or general law; and

WHEREAS, citizens of a municipality through their local legislative body should be permitted to determine what regulatory measures are needed for their own self-government, and the City Council for 2 years has received public outcry and comment on the particular matter of whether the consumption of alcohol should be permitted or prohibited on the sandy beaches in the City during Spring Break; and

WHEREAS, the City finds that a policy regarding the consumption of alcohol during the month of March bears a substantial relation to health safety and welfare of visitors and residents, and that a prohibition during Spring Break is a valid exercise of police power that will substantially promote the health, safety and welfare of the community and particularly that of the residents and young visitors; and

WHEREAS, the use of the beach by the public generally, and the use of the private property by upland owners specifically, is not interfered with should the city prohibit the consumption of alcohol on the beach, as all users of the beach may still enjoy the common law rights of access, bathing, boating and fishing.

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 3-2.1 of the Code of Ordinances of the City of Panama City Beach, related to the consumption of alcoholic beverages is created to read as follows:

Sec. 3-2.1. Consumption of alcoholic beverages on sandy beach prohibited during Spring Break; civil penalties.

(a) During the period commencing March 1 at 12:01 AM and ending March 31 at 11:59 PM each year, unless that period is extended by resolution of the City Council adopted on or before the immediately preceding January 31st as authorized hereby, it shall be unlawful for any person to possess or consume any alcoholic beverage on the sandy Gulf beach of the Gulf of Mexico, within the City limits. For purposes of this section, "sandy Gulf beach" shall mean all loose or uncompacted sandy areas, including sand dunes and vegetated areas, lying between the waters of the Gulf of Mexico and the seaward
boundary of the seaward most public vehicular right of way, excepting any area identified as an area in which the sale and on premises consumption of alcoholic beverages is permitted by a valid license issued by the State Division of Alcoholic Beverages and Tobacco.

(b) Violation of this section shall be punishable by a civil infraction as provided in Section 3-2(e).

SECTION 2. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

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

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of ______________, 2015.

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

EXAMINED AND APPROVED by me this ____ day of ______________, 2015.
MAYOR

Published in the ___________________ on the ___ day of __________, 2015.

Posted on pcbgov.com on the ___ day of ________________, 2015.
Regular Agenda Item

#11,

Ordinance 1355
ORDINANCE NO. 1355

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES; INCREASING THE CIVIL PENALTY AMOUNTS FOR VIOLATIONS OF CITY CODE RELATED TO UNLAWFUL CONSUMPTION OF ALCOHOLIC BEVERAGES IN THE CITY; REPEALING ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH 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 3-2 of the Code of Ordinances of the City of Panama City Beach, related to civil penalties for open container violations is amended to read as follows:

Sec. 3-2. Consumption of alcoholic beverages in rights-of-way, public parking lots, and public ponds and stormwater facilities prohibited; identification required on sandy Gulf beach; civil penalties.

(a) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the rights-of-way of streets, highways, avenues or other similar ways, within the City.

(b) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the confines of any public parking lot located within the City. "Public parking lot" shall mean a parking lot owned or leased, and maintained, by a public body or governmental agency.

(c) It shall be unlawful for any person to possess or consume any alcoholic beverage on the premises of a public pond or public stormwater facility and on any publicly owned parcel of real property used predominantly for a public pond or public stormwater facility. "Public pond or public stormwater facility" shall mean a pond or stormwater facility owned, leased or maintained by a public body or governmental agency, as well as all associated walkways, trails, benches, greenspace, and similar features.

(d) It shall be unlawful for any person to possess or consume any alcoholic beverage on the sandy Gulf beach of the Gulf of Mexico, within the City limits, without simultaneously possessing a government issued photo to disclosing their name address and age. For purposes of this section, "sandy Gulf beach" shall mean the beach seaward of the dune line or building line whichever is more landward.

(e) The City finds that a violation of this section presents a serious threat to the public health, safety and welfare which is irreparable and irreversible and of an itinerant or transient nature. Therefore, and pursuant to Florida Statutes Chapter 162, Part II, the City hereby establishes and imposes the following civil infraction penalties. Each violation shall constitute a separate, civil infraction punishable by a civil penalty in the amount specified below:

First violation: . . . $50.00. $150.00.
Second violation: . . . $100.00. $200.00.
Third and all subsequent violations of: $200.00 $250.00, and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.
A person who does not contest a violation shall be subject to a civil penalty in the following amount which may be paid directly to the City Clerk:

First violation . . . $25.00 $75.00.
Second violation . . . $50.00 $100.00.
Third and all subsequent violations: $150.00, and as otherwise provided by law. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.

Violations may be enforced by the issuance of a civil citation by a sworn police officer of the City who has reasonable cause to believe that a person has violated this section. All sworn police officers of the City shall be considered code enforcement officers for the purpose of enforcing this section. A citation issued under this section may be contested in the County Court for Bay County, Florida. The civil citation shall contain the matters specified in § 162.21 Florida Statutes (2013), or subsequent, superseding legislation, in form approved by the Chief of Police. Any person who willfully refuses to sign and accept a citation issued pursuant to this section shall be guilty of a misdemeanor of the second degree, punishable as provided in §§ 162.21(6), 775.082 and 775.083, Florida Statutes or subsequent superseding legislation.

The civil penalties established in this section shall always be cumulative and in addition to any other civil or criminal penalties available for a violation of this section of the Panama City Beach Code of Ordinances, including the general penalty and terms set forth in Section 1-12, and also cumulative and in addition to any requirements proscriptions and civil or criminal penalties under state law.

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 ____________, 2015.
Regular Agenda Item

#12,

Resolution 15-103
RESOLUTION NO. 15-103

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO MOTOR SCOOTERS MADE AVAILABLE FOR RENTAL IN THE CITY; PROVIDING THAT NO MOTOR SCOOTERS SHALL BE REGISTERED FOR RENTAL USE IN THE CITY AFTER THE EFFECTIVE DATE OF THIS RESOLUTION UNLESS THE OWNER OF SUCH SCOOTER CAN PRODUCE CLEAR AND CONVINCING EVIDENCE OF OWNER’S PURCHASE OR LEGALLY BINDING AGREEMENT AND PAYMENT FOR PURCHASE OF ANY SUCH MOTOR SCOOTER ON OR BEFORE APRIL 23, 2015;

WHEREAS, The City Council finds that the operation of rented motor scooters in the City is a nuisance, that various attempts at regulating the rental and operation have been overcome by the sheer volume of motor scooters being rented and operated in the City; and

WHEREAS, at its April 23, 2015, Council meeting, the Council made a policy decision to prohibit the rental of 2 and 3 wheeled motor scooters at the conclusion of three years, and specifically stated in connection therewith that those 2 and 3 wheeled motor scooters which are currently registered with the City shall not be replaced when they are stolen, sold, retired or disposed of, or substantially damaged or otherwise are unfit or unsafe for further use or rental, and further that no additional scooters shall be eligible for registration and permit by the City; and

WHEREAS, Staff has been directed to prepare an ordinance for the Council’s consideration in order to effect this statement of intent, which ordinance will likely not be adopted until June or later; and

WHEREAS, the City acknowledges that owners of existing scooter rental businesses who purchased new inventory of scooters on or before the Council’s April 23, 2015, statement of intent (to affirmatively reduce the number of rented scooters in the City over the next three years) should not be denied the benefit of any such investment made by them before the City’s April 23, 2015, decision.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, that, until the earlier of one of the following:

(1) the Council takes an affirmative action to abandon its April 23, 2015, intent to reduce the number of rented motor scooters on the road in the next three years (by complete prohibition or otherwise), or
(2) the Council in some way effects that or a substituted intent by adoption of an ordinance, or

(3) the passage of 90 days from the adoption of this Resolution, a motor scooter may not be registered with the City in accordance with City Code Section 22-105 unless the owner of such motor scooter provides clear and convincing evidence of having entered a legally binding agreement to purchase the scooter and paid all or a portion of the purchase price on or before April 23, 2015, and is unable to cancel the agreement and receive a return of the payment made, less a reasonable refund fee.

APPROVED AND ADOPTED, in regular session this _________ day of May, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________  
Gayle F. Oberst, Mayor

ATTEST:

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Holly J. White, City Clerk