

City Council Regular Meeting
Tuesday, April 23, 2019 1:00 pm
City Hall 201 Paradise Path

Mayor William A. Cathey

Councilman Bill McGlothlin
Councilwoman Linda Albrecht

Councilman Jerry Wallace
Councilman Rex Putnal

1. Bay County Sheriff's Office Crime Prevention Plan
2. Ordinance 720

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO REVISE THE STORMWATER REQUIREMENTS; REQUIRING DRAINAGE AS SPECIFIED OR A DRAINAGE EASEMENT; REQUIRING SWALE DRAINAGE; REWRITING THE RULE FOR ELEVATION OF LOWEST FINISHED FLOOR; REQUIRING A MASTER DRAINAGE PLAN FOR MULTI-PHASE DEVELOPMENTS; PROVIDING RULES FOR VIOLATIONS; REPEALING STORMWATER AMENDMENTS PROVIDED BY ORDINANCE 719 AND REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN IMMEDIATELY EFFECTIVE DATE.

- a. Motion to read Ordinance 720

3. Ordinance 715

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA PROVIDING FOR A LIMITED WAIVER OF SETBACKS TO REBUILD A PRIMARY STRUCTURE WITHIN ITS PRE-HURRICANE MICHAEL FOOTPRINT; PROVIDING FOR SEVERABILITY, REPEAL, AND AN IMMEDIATELY EFFECTIVE DATE.

- a. Motion to read Ordinance 715
- b. Motion to adopt Ordinance 715

4. Ordinance 716

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO REVISE THE

PROCESS AND REQUIREMENTS TO OBTAIN PLANNED UNIT DEVELOPMENT (PUD) APPROVAL; MAKING A PUD AN OVERLAY ZONE INSTEAD OF AN INDEPENDENT ZONING CATEGORY; ELIMINATING THE STATUS OF PUD CONCEPT AND THE ASSOCIATED RULES; REQUIRING APPLICANTS TO REIMBURSE THE CITY'S PROFESSIONAL FEES TO REVIEW AND CONSIDER PUD APPLICATIONS; DELETING THE MINI PUD CATEGORY AND ALL RULES RELATED TO IT; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN IMMEDIATELY EFFECTIVE DATE.

- a. Motion to read Ordinance 716
- b. Motion to adopt Ordinance 716

5. Ordinance 717

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AUTHORIZING THE SALE OF 244 LALLA LANE AND 246 LALLA LANE; PROVIDING FOR PROCESS, EVALUATION OF OFFERS AND FOR PUBLICATION OF NOTICES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

- a. Motion to read Ordinance 717
- b. Motion to adopt Ordinance 717

- 6. Canal Development Order-Lee Cathey
- 7. Fence Bid
- 8. Task Order for Private Property Demolition
- 9. Task Order for Hydro Seeding
- 10. Task Order for Dredging
- 11. Purchase of Sea Oats and Dune Fencing
- 12. Award Emergency Berm Bid
- 13. Award Walkover Bid
- 14. Award Water Tie Ins

15. Harbor Master

16. Cell Tower Lease

17. Miscellaneous

*You are hereby notified that in accordance with Florida Statutes, you have a right to appeal any decision made by the Council with respect to any matter considered. You may need to insure that a verbatim record of the proceedings is made which may need to include evidence and testimony upon which the appeal is based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Adrian Welle, City Clerk, at 114 North 22nd Street, Mexico Beach, Florida 32456; or by phone at (850) 648-5700 at least five calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (TDD).

ORDINANCE NO. 720

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO REVISE THE STORMWATER REQUIREMENTS; REQUIRING DRAINAGE AS SPECIFIED OR A DRAINAGE EASEMENT; REQUIRING SWALE DRAINAGE; REWRITING THE RULE FOR ELEVATION OF LOWEST FINISHED FLOOR; REQUIRING A MASTER DRAINAGE PLAN FOR MULTI-PHASE DEVELOPMENTS; PROVIDING RULES FOR VIOLATIONS; REPEALING STORMWATER AMENDMENTS PROVIDED BY ORDINANCE 719 AND REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Mexico Beach, Florida, (the “City”) enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, Chapters 163 and 166 of the Florida Statutes provide for the City to regulate zoning and development and implement its Comprehensive Plan through land development regulations; and

WHEREAS, the City’s Planning & Zoning Board considered revisions to the Land Development Code’s stormwater requirements on April 1, 2019 and recommended amendments materially similar to the amendments set forth in this ordinance; and

WHEREAS, during the City’s recovery from Hurricane Michael, widespread construction is likely to occur, which could have substantial impacts to stormwater flow, treatment, and storage if not carefully planned and regulated; and

WHEREAS, unlike previous gradual development, the rebuilding and redevelopment of properties within the City will have rapid, noticeable, and negative consequences to stormwater considerations, including drainage, unless the City adopts and enforces reasonable stormwater requirements; and

WHEREAS, the City Counsel has determined with the guidance of City staff and the city engineer that the amendments provided by this Ordinance establish a reasonable system of stormwater regulation to protect the residents of the City, balance interests of neighboring properties fairly, reduce flood damage, and provide clear rules for what is permissible; and

WHEREAS, on May ___, 2019, the City Council held a noticed hearing on second reading of this Ordinance and considered public comments received and voted ___ to ___ in favor of the Amendments that are an exhibit to this ordinance; and

WHEREAS, in the exercise of its authority, the City Council of Mexico Beach finds it necessary and desirable to adopt and does hereby adopt the amendments to the Land Development Code contained herein in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Mexico Beach.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH:

SECTION 1. Amendments to Stormwater rules. The Mexico Beach Land Development Code, Section 2.02.03 entitled Mixed Use is hereby amended as follows, with new text **bold and underlined** and deleted text ~~stricken~~:

4.06.00 STORMWATER MANAGEMENT

4.06.01 Intent

The discharge of untreated and uncontrolled stormwater can reasonably be expected to be a source of pollution to waters of the State, and a direct cause of flooding causing risk of harm to life and property. It is the intent of the City to minimize adverse impacts of pollution and flooding through regulation of stormwater discharges caused by land development.

4.06.02 General Requirements

~~A. All non-exempt development (exemptions are defined in Section 17-25.030 F.A.C.) must obtain a stormwater discharge permit from the Department of Environment Regulation pursuant to Chapter 17-25, F.A.C. and be designed, constructed, and maintained in accordance with subsection 4.06.03.~~

~~1. Single family units, duplexes, triplexes, and quadplexes exempted from the requirements of Chapter 17-25 F.A.C. shall be designed, constructed, and maintained in accordance with subsection 4.06.03.~~

All residential properties and properties that are exempted from installing a stormwater management facility under paragraph B. shall be graded so that the property drains towards a permanent storm drainage structure, street or permanent body of water prior to construction of improvements thereon, in order to eliminate flooding due to sudden and heavy rainfall. If runoff cannot be directly conveyed to a permanent city drainage structure, street or permanent body of water without crossing another property, a permanent easement must be recorded by the crossing property owner to ensure

conveyance is maintained. If the project includes gutters and downspouts which are connected directly into permanent City stormwater collection system (without surface discharge) or which drain to an onsite infiltration system (such as a French drain, etc.), then the development may be exempted from the above requirements regarding runoff, provided existing (pre-developed) drainage patterns are not altered and no new discharge onto adjacent properties is created. All direct connections to the City stormwater system must be coordinated with the City during the Development Order process.

B. Development activity not exempted by F.A.C. 62-330.020 for regulated activities (development which exceeds 9,000 square feet of building space combined with 4,000 square feet of parking/drive areas) shall be required to install a stormwater management facility. For aesthetic reasons and to increase shoreline habitat, the shorelines of retention areas shall be sinuous rather than straight.

4.06.03 General Criteria

A. Water Quality

~~At a minimum, stormwater management facilities shall be designed to provide for a volume of treatment equivalent to one half (1/2) inch of depth over the entire site or the runoff from the first inch of rainfall on the entire site in accordance with Chapter 17-25, F.A.C. in order to meet receiving water quality standards in Chapter 17-302, section 17-302.500, F.A.C.~~

Stormwater management facilities shall be designed to water quality criteria per the most current issue of the Northwest Florida Water Management District Environmental Resources Applicants' Handbook Vol II.

B. Water Quantity

~~At a minimum, stormwater management facilities shall be designed and constructed to attenuate stormwater runoff caused by~~ For stormwater attenuation stormwater facilities shall be designed such that post development runoff shall not exceed predevelopment runoff for the 25-year, 24-hour storm event, or in conformance with the provisions of Chapter 14-86, F.A.C. (Drainage Connection). Stormwater management facilities shall be designed and constructed per the most current issue of the Northwest Florida Water Management District Environmental Resources Applicants' Handbook Vol II.

C. The Stormwater management facility design must be certified by a registered professional engineer and include calculations of maximum runoff, water quality treatment, and best management practices for erosion and sedimentation control. The proposed stormwater management facility system shall be designed to accommodate the stormwater that originates within the development and stormwater that flows onto or across the development from adjacent lands. The stormwater facility system shall not be required to attenuate or treat off-site runoff flows, provided offsite runoff may be conveyed around

the stormwater facility but must convey off-site flows downstream. In no case shall off-site runoff flows be impeded.

- D. ~~For aesthetic reasons and to increase shoreline habitat, the shorelines of retention areas shall be sinuous rather than straight.~~ **For all development,** All grading, filling, excavation, storage, or disposal of soil and earth materials associated with development activities shall be undertaken so as to reduce the potential for soil erosion and sedimentation of water bodies or **drainage ways** ~~drainageways.~~ As part of the development review process a developer shall include an **“For some developments, the City may require an Erosion and Sediment Control Plan.”** ~~This plan shall be certified by a registered professional engineer. The plan shall include:~~
- ~~1. Calculations of maximum runoff based on the 25-year, 24-hour storm;~~
 - ~~2. A description of, and specifications for, sediment retention devices;~~
 - ~~3. A description of, and specifications for, surface runoff and erosion control devices;~~
 - ~~4. A description of vegetative measures; and,~~
 - ~~5. A map showing the location of all items listed in 1 through 5 of this paragraph.~~

E. **The developer or owner shall use swale drainage to the maximum extent possible, except where it is physically unfeasible as determine by the Public Works Director. If feasible, perforated pipe shall be used within the swale for infiltration purposes in situations where piping is necessary.**

F. **For development landward of the Coastal Construction Control Line (CCCL) outside the 100/500-year flood plain as indicated on the best available FEMA Flood Insurance Rate Map, finish floor shall be set to one foot above the crown of the road or access roads directly adjacent to the property. If there is more than one road adjacent to the property, then the road with the highest elevation shall be used. For development landward of the CCCL within Zones AE, VE, or X, the elevation requirements from Section 4.05.00, et seq., including the City’s Technical Amendments to The Florida Building Code must be followed. For development seaward of the CCCL, finish floor shall be set to the Florida Department of Environmental Protection requirement. An administrative variance may be granted to the requirement for elevation above the street where the applicant demonstrates that the natural lay of the land provides adequate drainage away from the street and the proposed structure will be one foot above the highest adjacent grade.**

G. **Stormwater management systems shall be designed for ease of maintenance and operations and low maintenance costs. It is suggested that the required stormwater system be integrated into a site’s open areas and landscaping and that they be used as recreational park areas. They system should be constructed in such a manner (i.e., gentle slopes, grassed, plantings, etc.) that it will be an amenity to the development.**

H. **Projects that are to be developed in phases will require submission of a master plan of the applicant’s contiguous landholdings. Applications for individual project phases may**

only be considered when the phases and the stormwater systems are independent of contiguous landholdings or a regional stormwater management facility is installed with the first phase of development.

I. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this Section that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this Section, shall be deemed a violation of this Section, in addition to any other applicable law. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this Section or the Florida Building Code is presumed not to be a violation until such time as that documentation is provided. Violations will result in suspension or revocation of the applicable development order, building permit, or both. In the event of a violation in instances when no development order or building permit was issued, the City will require all work to cease until the violation is resolved. Civil Penalties shall be assessed for violations pursuant to the procedures provided by Section 7.10.00. The civil penalty for a violation of this Section 4.06.00 shall be one hundred dollars (\$100.00) if the violation occurs on a residential lot that is being individually developed and two hundred fifty dollars (\$250.00) for all other types of development. Penalties may increase or multiply pursuant to the Section 7.10.00 rules for repeat and continuing violations.

SECTION 2. Repeal of Stormwater Amendments provided by Ordinance 719. Any amendments by Ordinance 719 to Land Development Code Section 4.06.02 entitled General Requirements are hereby repealed. Section 1 of this Ordinance adopts rules that are similar to and preferable to the stormwater amendments considered under Ordinance 719.

SECTION 3. Repeal. All Codes, Ordinances and/or Resolutions or parts of Codes, Ordinances and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Codification. 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 Mexico Beach Land Development Code. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase of this Ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon passage.

The above and foregoing Ordinance was introduced and had first reading at the meeting of the City Council on the 30th day of April, 2019.

PASSED, APPROVED AND ADOPTED at the meeting of the City Council of the City of Mexico Beach, Florida, this ____ day of _____, 2019.

William A. Cathey, Mayor

ATTEST:

Adrian Welle, City Clerk

ORDINANCE 715

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA PROVIDING FOR A LIMITED WAIVER OF SETBACKS TO REBUILD A PRIMARY STRUCTURE WITHIN ITS PRE-HURRICANE MICHAEL FOOTPRINT; PROVIDING FOR SEVERABILITY, REPEAL, AND AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, on October 10, 2018, Hurricane Michael struck the City of Mexico Beach (the “City”) as a Category 4 hurricane resulting in massive damage to structures within the City;

WHEREAS, many parcels where homes and businesses were located will require construction of entirely new buildings rather than just repairs; and

WHEREAS, the City recently updated its Comprehensive Plan and Land Development Code and provided some consideration to situations involving rebuilding structures that were nonconforming uses that typically would lose their grandfathered status after sustaining damages in excess of 50% of their fair market value; and

WHEREAS, as part of those updates, the City modified certain development requirements to reduce limitations on rebuilding something similar to what existed prior to Hurricane Michael, but did not address setback requirements; and

WHEREAS, in some cases the applicable setbacks make parcels unbuildable and in other cases the applicable setbacks would prevent rebuilding something similar to previous building; and

WHEREAS, despite that some buildings in the City did not comply with setback requirements, in some cases the buildings met the rules that existed at their time of construction and the City is unaware of instances when a person built or subdivided in deliberate disregard of the City’s rules or orders; and

WHEREAS, the City Council has determined the process and limited waiver provided by this ordinance is an efficient, fair way to facilitate rebuilding of the City and that notice and deliberation on a uniform City-wide rule is preferable to numerous notices and hearings for individual variance requests; and

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City, a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government,

perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, since the Mexico Beach Comprehensive Plan does not govern setbacks, this Ordinance is consistent with the Mexico Beach Comprehensive Plan; and

WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH, FLORIDA:

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. LIMITED SETBACK WAIVER. For twenty-four months following the effective date of this ordinance, the City will consider development order applications with reduced setbacks as provided below and may approve those applications if all the following requirements are met:

- A. the limited setback waiver allows a new primary structure to be built in the same footprint as the previous primary structure as that footprint existed on October 9, 2018;
- B. this waiver does not apply if the use of the property will change (*e.g.* building a dwelling unit where a business was located or building a business where a dwelling unit was located);
- C. this waiver does not apply if the number of dwelling units on the parcel will increase;
- D. this waiver does not apply to accessory structures, which must comply the applicable current rules;
- E. this waiver follows the land, rather than being personal to an owner;
- F. the waiver expires upon the expiration of the development order, but if the project was constructed pursuant to the development order, it will be protected by the City's regular non-conforming use rules thereafter;
- G. the request for this limited setback waiver must be part of normal development order application and only the regular application fee will apply to it;
- H. applicants must complete forms prescribed by the City Administrator or her designee and provide surveys, building plans and other relevant documents if requested to either confirm the boundaries of the prior building footprint or its distance from the property boundaries or to determine whether the requirements of this ordinance have been met;
- I. all development orders granted with this limited setback waiver shall state that the requirements of this ordinance have been met and shall describe the reduced setbacks or buildable area applicable to the parcel; and

- J. the City shall deny any application that does not strictly meet the requirements of this ordinance, but such requests may be considered under standard variance procedures upon subsequent application by the owner.

Approval of this limited setback waiver does not reduce or modify any obligation to comply with all other rules promulgated by the City and the Florida Building Code.

SECTION 3. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 4. SCRIVENER’S ERROR. The city attorney may correct scrivener’s errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 5. PUBLICATION. After its adoption, this ordinance shall be published and printed as prescribed for other adopted ordinances.

SECTION 6. REPEAL. All Codes, Ordinances and/or Resolutions or parts of Codes, Ordinances and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at the special meeting of the City Council of the City of Mexico Beach, Florida, this ____ day of _____, 2019.

William A. Cathey, Mayor

ATTEST:

CITY CLERK

ORDINANCE NO. 716

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE TO REVISE THE PROCESS AND REQUIREMENTS TO OBTAIN PLANNED UNIT DEVELOPMENT (PUD) APPROVAL; MAKING A PUD AN OVERLAY ZONE INSTEAD OF AN INDEPENDENT ZONING CATEGORY; ELIMINATING THE STATUS OF PUD CONCEPT AND THE ASSOCIATED RULES; REQUIRING APPLICANTS TO REIMBURSE THE CITY'S PROFESSIONAL FEES TO REVIEW AND CONSIDER PUD APPLICATIONS; DELETING THE MINI PUD CATEGORY AND ALL RULES RELATED TO IT; REPEALING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Mexico Beach, Florida, (the "City") enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, Chapters 163 and 166 of the Florida Statutes provide for the City to regulate zoning and development and implement its Comprehensive Plan through land development regulations; and

WHEREAS, the City's Planning & Zoning Board considered revisions to the Land Development Code's rules for Planned Unit Developments and Mini Planned Unit Developments; and

WHEREAS, the Mexico Beach Planning and Zoning Board deliberated on the proposed amendments to the Land Development Code on March 4, 2019 (known as, "the Amendments"), and recommended that the Amendments provided in this ordinance be approved by the Mexico Beach City Council; and

WHEREAS, the City wishes to streamline the rules related to Planned Unit Development, make the Planned Unit Development an overlay districts instead of an independent zoning category, and eliminate the PUD Concept stage of the approval process; and

WHEREAS, the City has determined that the rationale for PUD development does not apply well to smaller tracts of land and has determined that Mini Planned Unit Developments should no longer be a development procedure available in the City; and

WHEREAS, the Council previously determined and now reaffirms that reimbursement of the City's professional fees rather than a set application fee is a more appropriate fee structure for review of Planned Unit Development applications due to the varying nature of these developments and the occasional heavy reliance on engineers and other professionals to evaluate the applications and their potential effects on the City and its infrastructure; and

WHEREAS, on April ____, 2019, the City Council held a noticed hearing on second reading of this Ordinance and considered public comments received and voted ____ to ____ in favor of the Amendments that are an exhibit to this ordinance; and

WHEREAS, in the exercise of its authority, the City Council of Mexico Beach finds it necessary and desirable to adopt and does hereby adopt the amendments to the Land Development Regulations contained herein in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Mexico Beach.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH:

SECTION 1. Amendments to PUD rules. The City of Mexico Beach hereby deletes Sections 2.03.00 – 2.02.10 of the Mexico Beach Land Development Code regarding Planned Unit Developments and adopts and approves new rules for Planned Unit Developments attached hereto as **Exhibit "A"**.

SECTION 2. Deletion of Mini-Planned Unit Development category and rules. The City of Mexico Beach hereby deletes Section **2.03.11 Mini-Planned Unit Developments (M-PUD)** of the City's Land Development Code in its entirety.

SECTION 3. Deletion of other Land Development Code references to Mini-Planned Unit Development. The Mexico Beach Land Development Code, Section 2.02.03 entitled Mixed Use is hereby amended as follows, with new text **bold and underlined** and deleted text ~~stricken~~:

2.02.03 Mixed Use

A. (omitted)

B. Residential Development Standards for Structures Developed or Redeveloped in GC and TC Zoning Districts

1. Residential Structures developed or redeveloped in GC or TC Zoning Districts shall adhere to the residential density requirements as set forth above. ~~In addition, residential or mixed-use developments or redevelopments built in GC or TC Zoning Districts may be eligible to have variances from the requirements of the LDR for development standards relating to setbacks, landscape buffers, and parking, if justified by the application for M-PUD and approved as a Final M-PUD Plan. Planning and Zoning Board No variances or waivers for M-PUD projects shall be permitted to requirements set forth in the Mexico~~

~~Beach Comprehensive Plan such as, but not limited to, height, density, land use type, and canal buffer zone, unless the Comprehensive Plan is amended as required by law.~~

SECTION 4. Repeal. All Codes, Ordinances and/or Resolutions or parts of Codes, Ordinances and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Codification. 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 Mexico Beach Land Development Code. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 6. Survival. If any section, subsection, sentence, clause, phrase of this Ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon passage.

The above and foregoing Ordinance was introduced and had first reading at the meeting of the City Council on the 26th day of March, 2019.

PASSED, APPROVED AND ADOPTED at the meeting of the City Council of the City of Mexico Beach, Florida, this ____ day of _____, 2019.

William A. Cathey, Mayor

ATTEST:

Adrian Welle, City Clerk

Exhibit “A”
Revised Rules for Planned Unit Developments

2.03.00 Planned Unit Development

2.03.01 Purpose and Intent.

It is the intent of this chapter to establish a planned unit development (PUD) overlay district in an effort to provide a flexible, alternative development procedure to encourage imaginative and innovative design for the unified development of tracts of land, within overall density and use guidelines set forth in the elements of the Comprehensive Plan. Furthermore, it is the general purpose of the PUD overlay district to:

- A. Encourage enhancement and preservation of lands which are unique or of outstanding scenic, environmental, or cultural significance;
- B. Provide an alternative for more efficient use of land, promoting greater opportunities for public and private open space;
- C. Encourage harmonious and coordinated development of the site, considering the natural features, community facilities, pedestrian and vehicular circulation, and land use relationship with surrounding properties and the general neighborhood;
- D. Require the application of professional planning and design techniques to achieve overall coordinated development, eliminating the negative impacts of unplanned and piecemeal development likely to result from rigid adherence to the zoning classifications and standards found elsewhere in this Code.

2.03.02 Definitions.

For purposes of this chapter, the following words and terms shall have the meaning given in this subsection:

Planned unit development (PUD) means a tract of land which is developed as a unit under single ownership or control and which is planned and developed in a single operation or within a proposed period of time by a series of scheduled development phases according to an officially approved final PUD development plan, which does not necessarily correspond to the property development and use regulations of the conventional zoning districts; but which permits flexibility in building siting and mixtures of housing types and land uses, and encourages the utilization of usable open space and the maintenance of significant natural features.

2.03.03 Demonstration of Applicability. The provisions of this Chapter shall apply generally to the creation and regulation of all Planned Unit Developments. Where there are conflicts between the

provisions of this chapter, subdivision or other applicable ordinances or regulations, this chapter shall apply. A proposed Planned Unit Development must demonstrate the following:

- A. Granting of the PUD will result in a recognized and substantial benefit to the ultimate users of the project and to the community where such benefit would otherwise be unfeasible or unlikely to be achieved.
- B. The PUD may depart from the strict conformance with the development standards, use and specific content regulations of this Code to the extent specified in the PUD development plan and documents authorizing the PUD. These deviations/departures shall result in the form of provision of exceptional amenities, design excellence, etc.
- C. The PUD must demonstrate compatibility with surrounding land uses. This may be achieved through use, form, or buffers as defined in Section 4.01.06(C) of the Code.
- D. Each deviation from the strict conformance with the development standards, use and specific content regulations of this Code shall be enumerated in the PUD development plan. If no deviation is requested, the underlying zoning district requirements shall apply.

2.03.04 Area, density, and intensity requirements.

- A. A PUD must be at least five acres in area.
- B. No minimum lot area or width shall be required within a PUD, provided that the density and intensity of the development complies with the density and intensity set forth in the Comprehensive Plan for the land use classification in which the property is located and provided further that the proposed lot lines are shown on the PUD development plan.

2.03.05 PUD Application.

Along with a completed application, the developer shall submit a development plan. The development plan shall include:

- A. Total land area;
- B. Future land use and zoning district boundaries;
- C. An accurate legal description of the entire area within the planned development;
- D. Accurate legal descriptions of each separate use area, including common open space;
- E. A Master Plan of the entire development area; including total number of residential units and unit types, total number of nonresidential units, and total square footage for each type of development;
- F. Tabulation of separate non-subdivided use area, including land area, number of buildings, number of dwelling units, number of bedrooms, and dwelling units per acre; and

- G. Approximate location and amount of open space included in each development area;
- H. Approximate location of proposed and existing streets and pedestrian and bicycle routes, including points of ingress and egress; the internal street network should be extended and connected to where feasible;
- I. A concurrency analysis that meets the requirements set forth in this code;
- J. A development phasing schedule including sequence for each phase, approximate size of the area in each phase, and proposed phasing of construction of public recreation and common open spaces, and specified location of buildings;
- K. Certificates, seals, and signatures required for the dedication of lands, and recording the document;
- L. Other documentation reasonably necessary to permit satisfactory review under the requirements of this Code and other applicable City ordinances; and

2.03.06 Procedure for Approval.

Before development of a PUD, the land must receive approval of a PUD development plan following the procedures and standards of this chapter. No plats or building permits may be issued until the PUD development plan and accompanying data have been submitted, approved, and recorded. Application for PUD consideration must be submitted and processed in the following manner:

A. Pre-Application Conference. The conference shall include an exchange of information regarding the development of the site under the PUD procedures. It shall be the applicant's responsibility to demonstrate consistency with the goals, objective and policies of the comprehensive plan, land development regulations, and all other applicable regulations and procedures.

The applicant shall request in writing a pre-application conference with the City Administrator. The written request should provide a brief description of the proposed PUD, i.e., size, location, description of uses, total square footage of nonresidential uses, nonresidential floor areas ratio, description of nonresidential uses, description of housing types, building heights, total amount of open space, listing of deviations from bulk standards requested, number of phases, location of all wetlands and habitat preservation area, etc. The City Administrator shall give a written notice to the applicant stating the date, time, and the attendees for the conference. The City's letter of response shall inform the applicant of the fee structure described by Section 2.03.010, who can apply, PUD application package containing information on the review process and required submittals, applicant's responsibility for ensuring conformance and compatibility to the City's Comprehensive Plan, regulations, and physical characteristics of the site.

B. PUD Development Plan. After the pre-application conference, the applicant may submit a completed application along with a copy of the plan and the fee set forth by Section 2.03.010.

Within twenty working days of receipt of a PUD application, the City Administrator or designee shall determine whether the application is sufficient, and:

1. If the City Administrator determines the application is not complete, a written notice shall be forwarded to the applicant specifying the deficiencies. No further actions shall be taken until the deficiencies are corrected and the application resubmitted.
2. When the application is determined complete, the City Administrator shall notify the applicant in writing of the application's sufficiency and that the application is ready for review. The applicant shall submit eight copies of the PUD development plan.

C. Planning and Zoning Board Review. In accordance with the review procedures in Article VII herein, the Planning and Zoning Board shall review the application and determine whether the proposed plan meets the intent of the planned unit development rules and whether it complies with the comprehensive plan and the goals and policies for development of Mexico Beach, Florida. The Planning and Zoning Board shall then send its recommendations to the Mexico Beach City Council.

D. City Council Review and Approval. The City Council shall approve, approve with modifications, or deny the plan, unless the applicant requests an extension, at a public hearing noticed in accordance with Article VII of this Code and Florida Statute 166.041. The City Council's approval may only be by ordinance.

E. Dedications. The City Council shall be permitted to require an applicant to make reasonable contributions including, but not limited to any combination of the following:

1. Dedication of land for public park purposes;
2. Dedication of land for public school purposes;
3. Dedication of land for public road right-of-way purposes;
4. Construction of or addition to roads and utilities serving the proposed project, along with a completion inspection report prepared by a licensed engineer paid for by the applicant, when such construction or addition is reasonably related to the traffic or utility demand to be generated;
5. Installation of required traffic safety devices; and
6. Preservation of areas containing significant natural, environmental, historic, archeological or similar resources.
7. There shall be a rational nexus between the impacts of the development and such contribution and the cost of the contribution shall not exceed the development's proportionate share of the total costs of the improvement.

F. Phasing. Subsequent phases must be submitted in general conformance with the phasing schedule submitted by the applicant with PUD development plan.

G. Time Limit. The PUD must have an active building permit within three years of the date of approval, or PUD development plan approval is withdrawn and the underlying zoning district standards apply.

H. Modification. Any modification by the developer of a PUD development plan under review, but not yet approved by the City Council, must not:

1. Increase the proposed number of dwelling units by more than five percent (5%);
2. Involve a reduction of the area set aside for open space and usable open space, or a substantial relocation of such area;
3. Increase by more than five percent (5%) the total lot coverage of all buildings and structures within the PUD; or
4. Increase by more than five percent (5%) in the height of any buildings.

2.03.07 Changes to Approved PUD Development Plan.

The City Administrator may approve minor changes following the approval of PUD development plan. In general, a minor change shall include any change to the interior of the development which does not increase density or intensity, or which does not decrease buffers or open space. Any other changes shall only be approved pursuant to the process set forth in Section 2.03.04 A.-E.

2.03.08 Effect of PUD Overlay District.

Any development of a PUD must be undertaken and carried out in accordance with:

- A. The approved PUD development plan;
- B. The comprehensive plan and applicable land development regulations; and
- C. Such other conditions or modifications as may be attached to the PUD. Development within the PUD is subject to all applicable development permits (i.e. environmental review, building permits, subdivision plats, etc.)

2.03.09 Amendments to Built Planned Unit Developments.

Any part or all of a PUD which is built may be the subject of an application for a variance or other approval covered by the Land Development Code. The applicant must be the owner of the property and the owners of the remainder of the original PUD must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. For purposes of this sections, the term "built" means that the roads, utilities, buffering, open space, surface water management features and structures, common space,

common amenities, common landscaping, gatehouse, entrance signs, entrance ways and other similar items identified as part of the approved PUD development plan have been constructed and acknowledged by the City as complete. In the case of PUDs that include residential structures, the term “built” does not mean that all residential structures have been constructed on individual platted lots.

2.03.010 Fees.

Each applicant for a PUD or an amendment to a PUD is required to reimburse the City for all of the City’s costs for engineering, planning, and legal services relating to the consideration of the application and all City costs for notices. Following the pre-application conference, the City shall provide the applicant an estimated cost based on the nature of the application, which the applicant must pay at the time of application submittal. If the City’s actual costs exceed the estimate, the applicant will be required to pay the actual amount and if the actual costs are less than the estimate, the City will provide a partial refund to the applicant. No other fee is required for the processing and examination of the PUD application.

ORDINANCE NO. 717

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AUTHORIZING THE SALE OF 244 LALLA LANE AND 246 LALLA LANE; PROVIDING FOR PROCESS, EVALUATION OF OFFERS AND FOR PUBLICATION OF NOTICES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Mexico Beach (the “City”) owns real property at 244 Lalla Lane (Parcel ID Number 04973-672-000) and 246 Lalla Lane (Parcel ID Number 04973-671-000); and

WHEREAS, the City does not have a need for these parcels and would like to sell them to raise funding for City projects; and

WHEREAS, the City Charter requires the City Council (“Council”) to adopt an ordinance to convey or authorize the conveyance of any lands of the City; and

WHEREAS, the Council wishes to authorize the sale of 244 Lalla Lane and 246 Lalla Lane and set forth the process for any resulting sale.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MEXICO BEACH, FLORIDA:

Section 1: Sale Authorized.

The Council authorizes the City to sell 244 Lalla Lane and 246 Lalla Lane as set forth herein. The parcels will be made available separately, but may be purchased by the same bidder.

Section 2: Notice Process and Bid Terms.

City staff shall immediately post each parcel as “for sale as is” on the City’s website and social media with details about how to bid on the parcels. In addition, City staff shall publish a request for bids in at least one newspaper of general circulation and allow thirty (30) day in which to respond to it. Bids shall be unconditional offers and the City shall not provide financing to any buyer. Buyers shall be responsible for any broker fees and all closing costs except for documentary stamp taxes on deeds. Closing costs shall be in addition to the price bid by a buyer. The Florida Association of Realtors Vacant Land Contract will be used for any resulting contract with no feasibility study available to the buyers.

Section 3: Limited Staff Authorization to Complete Sale.

Once the date advertised for receiving bids has passed, the City Administrator shall present the highest bids for each parcel to the Council during the next convenient public meeting of the Council. The Council may accept, reject, or counter the offers. If a contract results, the City Administrator shall proceed with all customary steps to sell such parcels without further action of

the Council and the Mayor shall execute the deed and other customary closing documents. The City may repeat this process at any time without the need for a subsequent ordinance so long as the resulting sale(s) is completed within 365 days of the effective date of this ordinance. If 365 days elapses, a new ordinance will be required to authorize a sale of that parcel or parcels.

Section 4. Repealer.

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

Section 5. Effective Date.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Mexico Beach, Florida, this ___ day of _____, 2019.

CITY COUNCIL
CITY OF MEXICO BEACH, FLORIDA

William A. Cathey, Mayor

ATTEST:

Adrian Welle, City Clerk



BID OPENING - APPARENT LOW BIDDER TABULATION
CITY OF MEXICO BEACH - 5 Yr. Emergency Berm
DEWBERRY PN: 50112857



BID OPENING DATE: April 15, 2019 AT 2:00 PM (CST)

Company	BASE BID	BID FORM	BID SECURITY	Copy of Addendum
NORTH FLORIDA CONSTRUCTION	\$3,694,200.00	✓	✓	✓
ROBERTS & ROBERTS, INC	\$3,845,570.84	✓	✓	✓
RBM CONTRACTING SERVICES	\$4,872,952.82	✓	✓	✓
CWR CONTRACTING	\$5,381,107.00	✓	✓	✓
GULF COAST UTILITY CONTRACTORS	\$6,780,050.00	✓	✓	✓

Certified By: Dina Bautista, P.E.

Signature: 

Florida P.E. No. 79785
Date: April 15, 2019



**BID OPENING - APPARENT LOW BIDDER TABULATION
CITY OF MEXICO BEACH - 5 YR. EMERGENCY BERM
DEWBERRY PN: 50112857**

ITEM	DESCRIPTION	QTY	UNIT	NORTH FLORIDA CONSTRUCTION		ROBERTS & ROBERTS		RBM CONTRACTING SERVICES		C.W. ROBERTS CONTRACTING		GULF COAST UTILITY CONTRACTORS	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	Mobilization (10% of BID MAX)	1	LS	\$150,000.00	\$150,000.00	\$88,000.00	\$88,000.00	\$485,148.61	\$485,148.61	\$104,000.00	\$104,000.00	\$495,000.00	\$495,000.00
2	Bonds and Insurance (2% of BID MAX)	1	LS	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$94,453.71	\$94,453.71	\$31,000.00	\$31,000.00	\$100,000.00	\$100,000.00
3	Permit Compliance	1	LS	\$85,000.00	\$85,000.00	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$82,350.00	\$82,350.00	\$168,750.00	\$168,750.00
4	Construction Stakeout	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$43,125.00	\$43,125.00	\$52,000.00	\$52,000.00	\$95,000.00	\$95,000.00
5	Pre-Construction Topographic Survey from STA 0+00 to STA 8+00 Between the Landward Limits and Seaward Limits of Construction	1	LS	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$43,125.00	\$43,125.00	\$20,013.00	\$20,013.00	\$17,500.00	\$17,500.00
6	Compatability Testing From Upland Borrow Area	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$14,800.00	\$14,800.00	\$50,000.00	\$50,000.00
7	Emergency Berm Construction Inc. Sand, Labor, and Grading	95,000	CY	\$29.00	\$2,755,000.00	\$32.00	\$3,040,000.00	\$34.64	\$3,290,800.00	\$43.60	\$4,142,000.00	\$54.00	\$5,130,000.00
8	Sea Oats (Uniola Paniculata)	155,320	EA	\$1.00	\$155,320.00	\$1.27	\$197,256.40	\$2.15	\$333,938.00	\$2.20	\$341,704.00	\$1.25	\$194,150.00
9	Beach Panicum (Panicum Amarum)	42,360	EA	\$1.00	\$42,360.00	\$1.27	\$53,797.20	\$2.15	\$91,074.00	\$2.20	\$93,192.00	\$1.25	\$52,950.00
10	Beach Morning Glory (Ipomoea Imperati)	84,720	EA	\$1.00	\$84,720.00	\$1.27	\$107,594.40	\$2.15	\$182,148.00	\$2.40	\$203,328.00	\$1.25	\$105,900.00
11	4' Tall x 10' Long Sand Fence	1,240	EA	\$80.00	\$99,200.00	\$50.20	\$62,248.00	\$86.46	\$107,210.40	\$88.00	\$109,120.00	\$132.50	\$164,300.00
12	Beach Access Walkway Inc. Post, Rope, and Signs	42	EA	\$300.00	\$12,600.00	\$397.02	\$16,674.84	\$284.05	\$11,930.10	\$300.00	\$12,600.00	\$750.00	\$31,500.00
13	Contingency Allowance* (see note)	1	LS	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00
TOTAL BASE BID PRICE					\$3,694,200.00		\$3,845,570.84		\$4,872,952.82		\$5,381,107.00		\$6,780,050.00



**BID OPENING - APPARENT LOW BIDDER TABULATION
CITY OF MEXICO BEACH - DUNE WALKOVERS
DEWBERRY PN: 50112859**



BID OPENING DATE: April 15, 2019 AT 2:00 PM (CST)

Company	BASE BID	BID FORM	BID SECURITY	Copy of Addendum
FLORIDIAN CONST. & DEVELOPMENT	\$277,603.00	✓	✓	✓
SEGOVIA DIVING & MARINE SERVICE	\$300,714.37	✓	✓	
RBM CONTRACTING SERVICES	\$320,320.00	✓	✓	✓
RJ GORMAN MARINE CONSTRUCTION	\$563,185.29	✓	✓	✓

Certified By: Dina Bautista, P.E.

Signature:

Florida P.E. No.

79785

Date:

April 15, 2019



**BID OPENING - APPARENT LOW BIDDER TABULATION
CITY OF MEXICO BEACH - DUNE WALKOVERS
DEWBERRY PN: 50112859**

ITEM	DESCRIPTION	QTY	UNIT	FLORIDIAN CONSTRUCTION & DEVELOPMENT		SEGOVIA MARINE CONSTRUCTION		RBM CONTRACTING SERVICES		RJ GORMAN MARINE CONSTRUCTION	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	Mobilization (10% of BID MAX)	1	LS	\$19,000.00	\$19,000.00	\$1,500.00	\$1,500.00	\$28,600.00	\$28,600.00	\$5,000.00	\$5,000.00
2	Bonds and Insurance (2% of BID MAX)	1	LS	\$5,500.00	\$5,500.00	\$4,821.67	\$4,821.67	\$5,720.00	\$5,720.00	\$11,042.85	\$11,042.85
3	Record Drawings	1	LS	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00
4	7th Street Walkover Inc. Piles, Composite Decking, Timber Handrail, Aluminum Handrail, Etc.	1	LS	\$55,940.00	\$55,940.00	\$60,691.40	\$60,691.40	\$57,500.00	\$57,500.00	\$114,691.79	\$114,691.79
5	5th Street Walkover Inc. Piles, Composite Decking, Timber Handrail, Aluminum Handrail, Etc.	1	LS	\$55,940.00	\$55,940.00	\$60,691.40	\$60,691.40	\$57,500.00	\$57,500.00	\$114,940.73	\$114,940.73
6	3rd Street Walkover Inc. Piles, Composite Decking, Timber Handrail, Aluminum Handrail, Etc.	1	LS	\$55,940.00	\$55,940.00	\$61,873.70	\$61,873.70	\$57,500.00	\$57,500.00	\$113,809.16	\$113,809.16
7	Sea Street Walkover Inc. Piles, Composite Decking, Timber Handrail, Aluminum Handrail, Etc.	1	LS	\$55,440.00	\$55,440.00	\$75,667.20	\$75,667.20	\$68,000.00	\$68,000.00	\$126,151.98	\$126,151.98
8	CR 386 Walkover Inc. Piles, Composite Decking, Timber Handrail, Aluminum Handrail, Etc.	1	LS	\$28,343.00	\$28,343.00	\$35,469.00	\$35,469.00	\$35,500.00	\$35,500.00	\$77,048.78	\$77,048.78
TOTAL BASE BID PRICE				\$277,603.00	\$277,603.00	\$300,714.37	\$300,714.37	\$320,320.00	\$320,320.00	\$563,185.29	\$563,185.29



**BID OPENING - APPARENT LOW BIDDER TABULATION
 CITY OF MEXICO BEACH - WATER TIE-INS WEST HWY 98
 DEWBERRY PN: 50109646**



BID OPENING DATE: April 12, 2019 AT 2:00 PM (CST)

Company	BASE BID	BID FORM	BID SECURITY	Copy of Addendum
ROYAL AMERICAN				
L & R CONTRACTING	\$380,152.43	✓	✓	✓
GAC CONTRACTORS, INC.	\$173,480.95	✓	✓	✓
MONOLITH CONSTRUCTION				
MARSHALL BROTHERS CONSTRUCTION				
NORTH FLORIDA CONSTRUCTION				

Certified By: Dina Bautista, P.E.

Signature: 

Florida P.E. No. 79785

Date: April 12, 2019



**BID OPENING - APPARENT LOW BIDDER TABULATION
CITY OF MEXICO BEACH - WATER TIE-INS WEST HWY 98
DEWBERRY PN: 50109646**

					GAC CONTRACTORS, INC.		L&R CONTRACTING, LLC	
ITEM	DESCRIPTION	QTY	UNIT	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	
1	Mobilization (10% of BID MAX)	1	LS	\$13,352.82	\$13,352.82	\$17,400.00	\$17,400.00	
2	Bonds and Insurance (2% of BID MAX)	1	LS	\$2,530.01	\$2,530.01	\$7,350.00	\$7,350.00	
3	Testing	1	LS	\$4,920.27	\$4,920.27	\$6,000.00	\$6,000.00	
4	2" 90 Degree Bend	2	EA	\$80.48	\$160.96	\$964.94	\$1,929.88	
5	2" DI MJ Cap	3	EA	\$85.97	\$257.91	\$845.48	\$2,536.44	
6	3" DI MJ 90 Degree Bend	1	EA	\$257.19	\$257.19	\$836.50	\$836.50	
7	3" DI MJ Gate Valve	2	EA	\$1,014.68	\$2,029.36	\$1,830.46	\$3,660.92	
8	4" DI MJ Cap	1	EA	\$174.46	\$174.46	\$825.00	\$825.00	
9	4" DI MJ 45 Degree Bend	2	EA	\$264.85	\$529.70	\$837.35	\$1,674.70	
10	4" DI MJ 90 Degree Bend	2	EA	\$274.04	\$548.08	\$845.17	\$1,690.34	
11	4" x 1" Service Saddle	1	EA	\$418.31	\$418.31	\$2,043.00	\$2,043.00	
12	6" DI MJ 90 Degree Bend	2	EA	\$462.19	\$924.38	\$894.37	\$1,788.74	
13	6" x 3" Stainless Steel Tapping Sleeve	2	EA	\$1,928.08	\$3,856.16	\$4,442.40	\$8,884.80	
14	6" x 3" DI MJ Reducer	1	EA	\$390.18	\$390.18	\$858.52	\$858.52	
15	3/4" PVC Water Service with Corp & Curb Stop	3	EA	\$511.36	\$1,534.08	\$1,229.04	\$3,687.12	
16	1" PVC Water Service with Corp & Curb Stop	26	EA	\$749.79	\$19,494.54	\$1,293.84	\$33,639.84	
17	2" PVC Water Service with Corp & Curb Stop	2	EA	\$1,566.54	\$3,133.08	\$4,358.90	\$8,717.80	
18	3" PVC Water Main	60	LF	\$22.57	\$1,354.20	\$65.50	\$3,930.00	
19	4" PVC Water Main	125	LF	\$22.11	\$2,763.75	\$90.16	\$11,270.00	
20	6" PVC Water Main	435	LF	\$27.87	\$12,123.45	\$70.00	\$30,450.00	
21	Remove and Replace Asphalt	30	SY	\$166.67	\$5,000.10	\$300.00	\$9,000.00	
22	New Master Meter 1" 3G BLMJ Water Meter (Meter to be Provided by Contractor)	1	EA	\$1,522.10	\$1,522.10	\$1,335.60	\$1,335.60	
23	4" x 6" Reducer	1	EA	\$468.12	\$468.12	\$852.95	\$852.95	
24	New Master Meter 3" 3G Octave Water Meter (Meter to be Provided by Contractor)	2	EA	\$6,289.88	\$12,579.76	\$12,867.70	\$25,735.40	
25	3" DI MJ Cap	1	EA	\$254.41	\$254.41	\$827.28	\$827.28	
26	Install 3/4" Meters (Meters to be Provided by the City)	49	EA	\$119.47	\$5,854.03	\$480.00	\$23,520.00	
27	6" x 1" Service Saddle	26	EA	\$445.48	\$11,582.48	\$2,010.00	\$52,260.00	
28	6" x 2" Service Saddle	1	EA	\$457.39	\$457.39	\$2,010.00	\$2,010.00	
29	6" x 3/4" Service Saddle	6	EA	\$445.48	\$2,672.88	\$1,950.00	\$11,700.00	
30	3/4" HDPE Directional Bore	70	LF	\$111.03	\$7,772.10	\$82.00	\$5,740.00	
31	3/4" Service Line	3	EA	\$402.04	\$1,206.12	\$835.00	\$2,505.00	
32	1" Service Wye	50	EA	\$212.80	\$10,640.00	\$445.34	\$22,267.00	
33	New Master Meter 2" 3G Octave Water Meter (Meter to be Provided by Contractor)	1	EA	\$4,974.28	\$4,974.28	\$10,209.60	\$10,209.60	
34	Relocate Fire Hydrant Assembly	1	EA	\$2,319.17	\$2,319.17	\$5,820.00	\$5,820.00	
35	New Fire Hydrant Assembly	1	EA	\$4,969.48	\$4,969.48	\$6,725.00	\$6,725.00	
36	6" DI MJ 45 Degree Bend	2	EA	\$457.22	\$914.44	\$1,068.50	\$2,137.00	
37	Remove and Replace Concrete Driveway	80	SY	\$74.49	\$5,959.20	\$127.00	\$10,160.00	
38	Remove and Replace Brick Pavers	228	SY	\$81.50	\$18,582.00	\$145.50	\$33,174.00	
39	Contingency Allowance* (see note)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
TOTAL BASE BID PRICE					\$173,480.95		\$380,152.43	
Actual Bid Price					\$173,510.95			
Price Difference					-\$30.00			

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this ____ day of _____, 2019, between the City of Mexico Beach, hereinafter designated Landlord, whether one or more, and Bay County, by and through its Board of County Commissioners, hereinafter designated Tenant.

WITNESSETH:

WHEREAS Landlord is the owner of certain real property ("Property") located in Bay County, State of Florida, which Property is more particularly described as Parcel 04138-010-000; and

WHEREAS Tenant desires to lease a portion of said Property (the "Land") together with an easement appurtenant thereto for ingress and egress (the "Easement") as specified in the paragraph below entitled Lease and Easement, (said Land and Easement being hereinafter called the "Leased Premises") for the location of an emergency services communications tower. The Leased Premises is more specifically described on the site plan and survey attached as Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Landlord desires to grant Tenant a lease of the Leased Premises.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, the parties hereby enter into this Lease on the terms and conditions set forth herein.

1. Lease and Easement. Landlord hereby leases to Tenant the Land described above, together with an Easement providing nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility (including communications) wires, cables, conduits, pipes, lines and similar facilities together with any and all appurtenances and attachments thereto, over, under or along that certain area generally depicted on Exhibit "A". Landlord, at no cost or expense to Landlord, shall cooperate with Tenant in its efforts to obtain utility services along said Easement by signing such documents or agreements as may reasonably be required by said utility companies.

2. Initial Term and Rent. This Lease shall be for an initial term of ten (10) years (the "Initial Term"), beginning on the Commencement Date. Landlord shall not charge Tenant any monthly rent. However, Landlord shall be entitled to the proceeds of any rent paid by a subleasee.

3. Extension Term Tenant shall have the option to extend this Lease for two additional ten (10) year terms (each an "Extension Term"). Unless Tenant shall have given to Landlord written notice of its election not to renew this Lease on or before six (6) months prior to the expiration of the Initial Term or, if applicable, the then existing Extension Term, this Lease shall automatically be extended for the next Extension Term. In the event that Tenant so notifies Landlord of its election not to extend, this Lease shall terminate.

4. Holdover. Tenant shall have no right to retain possession of the Leased Premises beyond the expiration of the Lease.

5. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto, including a building or buildings to shelter telecommunications equipment and related office space, a free standing antenna structure of sufficient height now

or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Leased Premises (not including the access easement) ("Tenant's Facilities"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities. Tenant will maintain the Leased Premises in a reasonable condition. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord, at no cost or expense to Landlord, shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as reasonably required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased Premises as required for the use intended by Tenant. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease in accordance with the Paragraph entitled Termination by Tenant for Convenience. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to each other.

6. Liability and Indemnity.

A. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Tenant's equipment on the Leased Premises or Tenant's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

B. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

C. Notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waive any and all claims that each may have against the other with respect to consequential, incidental or special damages.

D. The provisions of this Paragraph 6 shall survive the termination of this Lease.

7. Insurance. Tenant agrees to acquire and maintain during the term of this Lease commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises provided that all of the foregoing requirements are satisfied. Tenant shall name the Landlord as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Landlord with a certificate of insurance upon request.

8. Termination by Tenant for Convenience. Tenant may terminate this Lease, for any cause whatsoever, by giving ninety (90) days' advance, written notice to Landlord. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations to each other except as otherwise specified in this Lease.

9. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have one hundred eighty (180) days within which to vacate the Leased Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Tenant shall not remove its improvements within the one hundred eighty (180) day time period as set forth herein, all such improvements shall become the property of Landlord. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear excepted. Alternatively, Landlord, in its sole discretion, shall have the right to remove the Tenant's improvements, personal property and Facilities, at Tenant's sole cost and expense and upon thirty (30) days' prior written notice to Tenant.

10. Force Majeure. Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.

11. Sale or Lease of Property. Should Landlord, at any time during the term of this Lease, decide to sell or lease all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder.

12. Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant shall observe and perform all of the covenants and terms of this Lease, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises, for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.

13. Covenant of Title. Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord further covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises.

14. Assignment. This Lease may not be assigned or transferred without the consent of both parties.

15. Sublease. Tenant may sublease any portion of the Leased Premises; provided, however, that no such sublease shall relieve Tenant of its obligations under this Lease and further provided that any rental proceeds paid by a sublease shall be paid in full to the Landlord. Tenant shall have sole authority to decide whether to allow a sublease to co-locate on the Leased Premises.

16. Notices. All notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: City of Mexico Beach
Attention: City Manager

Tenant: Bay County
840 W. 11th Street
Panama City, FL 32402
Attention: County Manager

17. Binding Agreement. This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

18. Compliance by Tenant. Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises.

19. Interference. In the event that Landlord enters into lease or license agreements in the future with others for land that adjoins the Leased Premises, then Landlord agrees such leases or license agreements shall include the following provisions:

A. That such lessees or licensees will install equipment of types and radio frequencies that will not cause interference to Tenant's communications operations being conducted from the Leased Premises;

B. that if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference;

C. that if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected and eliminated; and

D. that if such interference is not completely corrected and eliminated within sixty (60) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's antennas and equipment from the larger parcel upon which the Leased Premises is situated.

20. Utilities. Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises.

21. Tenant's Rights. Landlord grants that Tenant has the following rights:

A. Twenty-four (24) hour, seven (7) day a week right of ingress and egress for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant.

B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's facilities or the tower's guy wires within fifteen (15) feet around the Leased Premises.

22. Partial Invalidity. If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.

23. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

24. Entire Agreement. It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LANDLORD:

Attest:

City of Mexico Beach

City Clerk

(Signature)

Approved as to Form:

City Attorney

TENANT:

Bay County Board of County Commissioners

Attest:

Philip "Griff" Griffitts, Chairman

Approved as to form:

County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY (ENTIRE LARGER PARCEL)

EXHIBIT "B"

LEASED PREMISES

Site Sketch

EXHIBIT "C"

SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES

Bay County Land Leased for Communications Tower- City of Mexico Beach Property

2/21/2019

