



**CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 10, 2024 AT 9:00 A.M.
PUBLIC WORKS BUILDING**

Mayor, Richard Wolff

Councilman, Jerry Smith

Councilwoman, Linda Hamilton

Councilman, Jason Adams

Councilman, Tim Linderman

Tom Sloan, City Attorney

Chris Truitt, City Administrator

City Clerk, Tammy Brunson

This meeting will be live streamed on the City of Mexico Beach Government Facebook page. If you have any questions or comments on the agenda, please email them up to 2 hours prior to the meeting at city@mexicobeachfl.gov

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. SPECIAL APPEARANCE

1. Beach Renourishment Program – Kimberly Shoaf, CDC
2. Florida 27 Recycle Update – Richard Bracken

V. REGULAR AGENDA

1. Setback Variance Request – 111 38th Street – Allara Mills Gutcher, tpc
P&Z denied recommendation on 12/2/2024
 - a. Open Public Discussion
 - b. Close Public Discussion
 - c. Discussion
 - d. Motion to Approve or Deny
2. Townhome District Setbacks – Allara Mills Gutcher, tpc
P&Z approved recommendation on 12/2/2024
 - a. Open Public Discussion
 - b. Close Public Discussion
 - c. Discussion
 - d. Motion to Approve or Deny

3. Farmdale Annexation Agreement – Chris Truitt
 - a. Open Public Discussion
 - b. Close Public Discussion
 - c. Discussion
 - d. Motion to Approve or Deny
4. Duke Energy Easement at the CDC – Chris Truitt
5. Pier, Police and Fire Department Update – Chris Truitt and Tim Linderman
6. Appoint Planning and Zoning Expiring Terms – Chris Truitt
 - a. Jack Kerigan – Post 3
 - b. Steve Cox – Post 5
 - c. Larry Henderson – Post 1
7. Mobile App Discussion – Chris Truitt

VI. CITIZEN COMMENTS

1. Speaker must come to the podium and state name and city of residence
2. Comments are limited to 3 minutes

VII. COUNCIL COMMENTS

VIII. MAYOR COMMENTS

IX. STAFF COMMENTS

X. ADJOURNMENT

Emailed to interested parties and posted on the city website on: 12/05/2024

Note: Copies of the Agenda items are posted on the City's Website mexicobeachfl.gov This meeting will be recorded on the website.

*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 ensure 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 Tammy Brunson, City Clerk, at 201 Paradise Path, Mexico Beach, Florida 32456; or by phone (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)



CITY OF MEXICO BEACH CITY COUNCIL

Agenda Abstract Form


 Meeting Date: December 10, 2024
 Department: Planning
 Public Hearing: Yes No
 Date of Public Hearing: 12/10/2024

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT:

ITEM TO BE CONSIDERED

Subject:

Variance request for 111 38th St. from previous City Council decision.

Attachment(s):

Staff report; applicant's application package

Brief Summary:

The applicant requested a variance to a City Council decision made regarding setbacks for a single family home on combined lots in the Townhome District. The Council decision was to require 7.5 feet on each side of the structure. The applicant wishes to construct the home with less than five feet on one side, and less than one foot on the other side.

Action Requested:

Recommendation of denial of the request. The P&Z recommends denial by unanimous vote.

ISSUE OVERVIEW

Background Information & Issue Summary:

Please see attached staff report.

Financial Impacts:

None

Staff Recommendations/Comments:

Recommendation is for denial of the variance pursuant to review of the applicant's demonstration of unnecessary hardship imposed by the City Council and/or the Land Development Code.



the planning collaborative
Memorandum for Record

December 3, 2024

To: Mexico Beach City Council
From: Allara Mills-Gutcher, AICP
Subject: 111 38th Street Variance Application

Variance Application Description

The applicant submitted a variance request for the development of a parcel including portions of Lots 6 and 7 of the Mexico Beach Unit #5 plat, parcel 04629-213-000, which is addressed as 111 38th Street, in order to construct one residential detached structure within the required setbacks that the City Council placed as a condition of the lot combination in previous years.

Future Land Use Designation: High Density Residential (maximum 8 d/u to the acre)

Zoning Designation: Townhome District (maximum 8 d/u to the acre)

To note: There is a five (5) foot utility easement on the easterly (rear) portion of the property. The parcel is 0.11 acres in size, or 46.7' x 100' more or less.

Pursuant to Section 1.12.04.A., this is a quasi-judicial decision.

Background

History of the Townhome District

The Townhome District was created in 2020 after Hurricane Michael impacted much of the west end of Mexico Beach. The need arose from a lack of an appropriate designation for attached homes (e.g. townhomes, or row homes) to rebuild with a common wall, or a zero side setback. Prior to the creation of the Townhome District, Mexico Beach did not have a zoning district that allowed common wall development. The attached homes were essentially considered a non-conforming structure at the time of the storm.

Ordinance 749 adopted on September 22, 2020 amended the Zoning Map to classify several parcels as Townhome District from the High Density Residential district. This assignment was adopted after study of the lot sizes in Mexico Beach, in comparison to aerial photography pre-storm. Subsequently, Ordinance 755 adopted January 12, 2021 amended the Townhome District so that single family homes were considered allowable. At the time of initial adoption of the zoning district, only attached homes were allowed.

Recently, many lots such as these in Mexico Beach have been combined, to create larger parcels from the pre-storm smaller, townhome development lots. According to review of aerial photography¹, and analysis at the time the Townhome District was created, this is one of those situations. This site previously held three attached housing units in a row of six.

On October 7, 2020 a minor replat of 111 38th Street units C, D and 113 38th Street unit A was requested. The request was to receive “permission to combine the 3 lots into one” (Attachment 1).² The issue overview stated on the agenda report included:

“The applicant would like to combine the three lots in order to construct a single family residence. The parcels are zoned high density residential and contained 3 townhomes prior to Hurricane Michael. Currently, the parcels are vacant. Combining the lots gives the applicant an approximately 47 foot wide lot which is wide enough to construct a single family residence while meeting the required 7.5’ setbacks. Approval would reduce the number of homes contained on the property from 3 to 1.”

Because the lots were not combined and filed with the Property Appraiser’s office in 2020, in June 2023 the City Administrator elected to have the City Council consider the request again to combine the lots. The parcels requested to combine were Parcel ID numbers 04639-210-000, 04639-211-000 and 04639-212-000. The lot combination was approved by the Council on June 14, 2023.³

Analysis

Request for Variance

The applicant’s requests vs. the requirements are outlined in the table below.

Setback	Requested	Required
Front (west)	20.5 feet	20 feet
Rear (east)	23.5 feet (from the structure; a pool and deck is indicated also)	10 feet
Sides	Eight inches on the north side ¹ 4.9 feet on the south side	0 unless adjacent to a parcel not designated as Townhome District ²

¹ The setback listed on the application was shown from the side of the building as 4.9 feet. Section 2.02.07 states that the measurement “shall be taken from the narrowest space between structures, whether a main living unit, principal structure, an allowable attachment, or an accessory use”. There is a “proposed 4’X16’ wood framed A/C and pool equipment platform” shown on the provided survey on the north side of the structure, where according to the LDC the measurement should be taken from.

² This setback applies only when an attachment agreement exists. See Section 2.02.07.

¹ Bay County Property Appraiser, 2015 aerial photography
² Planning & Zoning Agenda Abstract, meeting date 10-7-2020, prepared by Gena Johnson
³ City of Mexico Beach Meeting Minutes, Tuesday, June 13, 2023, item IV.2.

Section 2.02.07 *Setbacks* states:

B. The structure may be built on the property line provided the owner shall grant an attachment easement to the adjacent property owner in Tourist Commercial and General Commercial only.

Response: This parcel is designated Townhome District, so the above regulation does not apply.

C. Minimum setbacks between buildings:

1. The minimum setback distance between adjacent buildings shall be ten (10) feet, except that no setback between buildings is required where an attachment easement has been created pursuant to paragraph B of this Section. [above]

Response: There is not a structure located on either parcel to the north or south of the subject parcel, and therefore the ten (10) distance setback distance between buildings is not measurable to the vacant lots.

2. Distance shall be measured at the narrowest space between structures, whether a main living unit, principal structure, an allowable attachment, or an accessory use, and shall not include roof overhang (eave).

Response: The distance measured must be from any attachment to the home, including structures supporting HVAC equipment. The applicant provided the setback measurements from the side of the structure on the north side.

3. Residential structures built either on Tourist Commercial, or General Commercial, property must adhere to Residential building setback requirements as shown in Section 2.02.02 with the exception of front setbacks. The front setback remains twelve (12) feet.

Response: This portion of the regulation does not apply since the property is not designated as Tourist Commercial or General Commercial.

Standards of Review

Section 7.04.02 D of the Mexico Beach Land Development Code outlines the standards of review for all variance application submittals. These include the following standards, and are addressed accordingly. The applicant is requested to address each point in the application narrative.

1. *Special conditions or physical circumstances exist which are particular to the land and which are not applicable to other land subject to the same regulations or policies such as the parcel size, shape, or topography of the land. For example, the variance is necessary to protect against wetland infill or protected trees from impact or removal.*

Response: The applicant indicated that because this parcel lies within the Townhome District, the setbacks meet the requirements of the LDC. Also, the argument is that other “similar lots” have received the same approval.

Upon review of aerial photography, TPC did not recognize the zero-lot line application to similar lots for single family home construction. It is important to understand that those parcels on the west side of the street are assigned to the High Density Residential zoning district and are not in the Townhome District.

This circumstance is similar to other lot sizes on 38th Street.



This requirement **is not met**. In addition, the applicant did not demonstrate any special conditions or physical circumstances exist in the application narrative.

- The special conditions and circumstances that exist do not result from the actions of the property owner or applicant or are a self-imposed hardship, nor could the condition or circumstances be corrected or avoided by the property owner or applicant. As such, the issuance of the variance shall not confer on the petitioner the grant of a special privilege. For example, a property owner cannot be issued a setback variance on a property that can reasonably contain a house with a smaller footprint.*

Response: The request for the variance is so that the applicant can construct a wider house on the combined lots than allowed by the condition of the lot combination approval.

This requirement **is not met**. In addition, the applicant did not demonstrate any special conditions or circumstances that exist that were not the result of any action of the property owner. This request is considered a self-imposed hardship.

- The relief granted is the minimum degree of relief necessary to make possible the reasonable use of the land in compliance with all other applicable regulations.*

Response: The applicant has not demonstrated that this condition is met in the application narrative. The reasonable use of the land for residential purposes remains viable. This requirement **is not met**.

4. *Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties that are subject to the same regulations or policies or would render the enforcement of this Code impractical.*

Response: The applicant is not deprived from rights commonly enjoyed by other properties subjected to the same regulations. The applicant has not demonstrated that this condition is met in the application narrative. This requirement **is not met**.

5. *The grant of the relief will not be in derogation of the general intent and purpose of this Code nor the goals, objectives, or policies of the Comprehensive Plan.*

Response: This request does not follow the general intent of the Land Development Code. In addition, the applicant has not demonstrated that this condition is met in the application narrative. This requirement **is not met**.

6. *The issuance of the variance will not create an inconsistency from the existing character of the area surrounding the site. For the purpose of this measure, "surrounding site" shall mean those parcels which are within a five-hundred-foot radius of the subject parcel, or within the same platted subdivision, as applicable*

Response: The issuance of the variance from City Council conditions regarding the approval of the lot combinations will create an inconsistency from other single family residential structure development within Mexico Beach, which is required to build at a 7.5' side setbacks. This requirement **is not met**. In addition, the applicant has not demonstrated that this condition is met in the application narrative.

Finally, Section 7.04.02.F. states "An economic disadvantage due to a property owner's or applicant's preference as to what they want to do with the property is not sufficient to constitute a hardship for the purpose of granting a variance."

Recommendation:

A recommendation of denial. The request does not meet the six standards of review required for a variance approval from a City Council decision.

The P&Z recommended denial to the City Council at their December 2, 2024 regularly scheduled hearing.



CITY OF MEXICO BEACH CITY COUNCIL

Agenda Abstract Form

Meeting Date: December 10, 2024

Department: Planning

Public Hearing: Yes No

Date of Public Hearing: 12/10/2024

For Clerk's Use Only
AGENDA ITEM #

Consent Agenda	Regular Agenda	Closed Session

PRESENTER/INFORMATION CONTACT: Allara Mills-Gutcher, AICP

ITEM TO BE CONSIDERED

Subject:

Revision of the LDC setback language. This is a legislative decision.

Attachment(s):

Proposed Land Development Code changes to Sections 2.02.02, 2.02.07, 3.00.04, and 6.01.00

Brief Summary:

As a result of implementation of setback requirements in the Townhome District, and to create internally consistent regulatory language with certainty, the attached updates are requested to the Land Development Code.

Action Requested:

Approve the requested amendments to the Land Development Code. The P&Z recommends approval by unanimous vote, with an editorial change which has been made in this submission.

ISSUE OVERVIEW

Background Information & Issue Summary:

In recent months, cases where a single family residential detached structures have been proposed in the Townhome District, which has confusing language regarding setbacks. The Townhome District was originally written to allow for attached dwellings. The revisions will create internal consistency with the implementation of setback requirements.

Financial Impacts:

None

Staff Recommendations/Comments:

Approve the requested amendments to the Land Development Code.

ARTICLE II ZONING

2.01.00 ZONING DISTRICTS

2.02.02 Zoning Districts

D. Townhome District

1. District Intent		2. Allowable Location
<p>This zoning district is created to specifically allow common wall townhomes within the City. This district allows for single family attached and multi-family attached residential dwelling units at a maximum density of 8 dwelling units per acre.</p>		<p>The Townhome District is allowed within the High Density Residential Future Land Use Category.</p>
3. Principal Uses	4. Uses Allowed With Council Approval	5. Prohibited Uses
<ul style="list-style-type: none"> a. Residential single family, attached b. Multi-family c. Residential care facilities, d. Group homes 	<ul style="list-style-type: none"> a. Docks, piers, wharves, and similar structures in City Waters. 	<ul style="list-style-type: none"> a. Mobile homes b. RV parks c. Landfills. d. Hazardous waste collection and handling centers. e. Borrow pits. f. Pastures, forestry, feed lots, and buildings which are an accessory to these agricultural uses. g. Junkyards and salvage yards. h. Firing ranges i. Marinas j. Miniature golf courses k. Race tracks l. Medical marijuana treatment center

7. Development Standards					
Setbacks				Impervious Surface Ratio	Max Height
Front	Side ¹	Rear	Corner		
20 feet	0 feet <u>7.5 feet. If there is a common wall or attachment easement shared by the residential units, then the setback shall be 0 feet.</u>	10 feet	10 feet	0.85	32 feet

¹~~For any parcel that shares a side boundary with a parcel is not zoned Townhome District, that Townhome District parcel must comply with a 7.5-foot side setback on that shared side boundary.~~

2.02.07 Setbacks

A. If the site is adjacent to a major arterial roadway, the front setback for the site will be that portion abutting the arterial roadway in all zoning categories.

B. ~~If the applicable zoning district setbacks allow, The~~ structure may be built on the property line provided the structure is built with a common wall or the owner shall grant an attachment easement to the adjacent property owner(s) ~~in Tourist Commercial and General Commercial only.~~

C. Minimum Setbacks Between Buildings

1. The minimum distance between adjacent buildings shall be ten (10) feet, except that no setback between buildings is required where a common wall is constructed or an attachment easement has been created pursuant to paragraph B of this Section.

2. Distance shall be measured from the exterior wall of a permanent structure, or any portion of the permanent structure, as measured at the narrowest space between structures, ~~whether a main living unit, principal structure, an allowable attachment, or an accessory use,~~ and shall not include roof overhang (eave).

3. Single-family detached Residential structures/dwellings built ~~either on Tourist Commercial, or General Commercial, outside of the High Density Residential, Residential General, Residential Low Density, and Tourist Mixed Use zoning districts~~ property must adhere to Residential building the setback requirements as shown in Section 2.02.02.B ~~with the exception of front setbacks. The front setback remains twelve (12) feet.~~

D. Minimum Setbacks for Conservation-Preservation District

Building setbacks may be greater than stated ~~above in Section 2.02.02.I~~ when building on sites next to or containing environmentally sensitive lands. ~~These setback requirements are listed in Sections 5.02.03-B, 5.03.05-B4, 5.02.05-B, and 5.02.05-2A of this Code.~~

~~E. Limited Setback Waiver~~

~~For twenty four (24) months following the effective date of Ord. 781, the City will continue to consider development order applications with reduced setbacks as provided below and may approve those applications if all of the following requirements are met:~~

- ~~1. 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;~~
- ~~2. 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);~~
- ~~3. This waiver does not apply if the number of dwelling units on the parcel will increase;~~
- ~~4. This waiver does not apply to accessory structures, which must comply with the applicable current rules;~~
- ~~5. This waiver follows the land, rather than being personal to an owner;~~
- ~~6. 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;~~
- ~~7. 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;~~
- ~~8. 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;~~
- ~~9. 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~~
- ~~10. 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.~~

~~(Ord. 711, passed 2-5-2019; Ord. 781, passed 4-12-2022)~~

ARTICLE III SUBDIVISION REGULATIONS

3.00.00 GENERAL PROVISIONS

3.00.04 Definitions

Setback

The required minimum horizontal distance between the permanent exterior wall of a structure, or any portion of the permanent structure, as measured at the narrowest space between that point and the platted lot or parcel boundary, building line and the related front, side, or rear property line. The measurement shall not include an overhang which is twenty-four (24) inches or less, but shall include any overhang that is greater than twenty-four (24) inches.

ARTICLE VI OFF STREET PARKING, CIRCULATION AND ACCESS

6.01.00 DEFINITIONS

Setback

The measurement from the exterior wall of a permanent structure, or any portion of the permanent structure, as measured at the narrowest space between that point and the recorded property or parcel boundary. The measurement shall not include an overhang which is twenty-four (24) inches or less, but shall include any overhang that is greater than twenty-four (24) inches. The lateral distance between the right-of-way line and the roadside business, building, gasoline pump, curb base, display stand, or other object. The provision of the setback will result in space for vehicles to stop or park between such facilities and the right-of-way line.



City Council
Agenda Abstract Form

Meeting Date: 12-10-24
 Department: Admin
 Public Hearing: Yes No
 Date of Public Hearing: _____

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT: Chris Truitt

ITEM TO BE CONSIDERED

Subject:
 Farmdale Annexation Agreement

Attachment(s):
 Agreement

Brief Summary:
 This is a continuation of the annexation process started under a previous Administrator.

Action Requested:
 Approve agreement.

ISSUE OVERVIEW

Background Information & Issue Summary:
 This annexation is a continuation of Sugar Sands I. The developer will follow the conditions of the Bay County Planned Unit Development permit while completing all horizontal work. Annexation will take place at the earlier of 30 days after the Bay County engineer approves the construction of the horizontal development or the date of horizontal development. Upon annexation, the developer must adhere to the Mexico Beach Comprehensive Plan, LDC, and other codes and ordinance and apply for all necessary permits and follow all normal procedures for vertical construction through Mexico Beach.

Financial Impacts:
 There is no cost at this time. As part of the annexation, Mexico Beach will provide utilities to the project which will increase both revenue and related costs for utility services and maintenance. Impact fees will be paid by the developer as development continues. Ad valorem tax revenue will also increase as the site is developed. The development will have a net positive financial effect.

Staff Recommendations/Comments:
 Administrator recommends approving the agreement

**ANNEXATION AGREEMENT BETWEEN
FARMDALE, LLC; ZF BAY, LLC; AND
CITY OF MEXICO BEACH, FLORIDA**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2024 by and among **FARMDALE, LLC**, a Florida limited liability corporation (“Farmdale”), whose business address is 17216 Panama City Beach Parkway, Panama City Beach, Florida 32413; **ZF BAY, LLC**, a Florida limited liability company (“ZF”), whose business address is 17216 Panama City Beach Parkway, Panama City Beach, Florida 32413; and **CITY OF MEXICO BEACH**, a Florida municipal corporation (“Mexico Beach”), acting by and through its City Council pursuant to the laws of the State of Florida, whose business address is 201 Paradise Path, Mexico Beach, Florida 32456, and its successors and assigns. Farmdale and ZF are sometimes collectively referred to as “Developer”.

WITNESSETH

WHEREAS, Farmdale and ZF are related companies under common ownership involved in the development of land and thus jointly benefit from this Agreement;

WHEREAS, Farmdale owns land located immediately adjacent to and contiguous with the City of Mexico Beach, Florida, which property is shown on Exhibit “A”, attached hereto and made a part hereof (“Farmdale Property”), and intends to develop the Property by erecting improvements consistent with the Property’s Development Plans consisting of previously approved Planned Unit Development plans (PZ21-032 Modification to the Farmdale PUD, approved on March 16, 2021) and a conditional Development Order (PZ22-187 issued is for residential subdivision on 14.76 acres on Parcel # 04102-200-000. “additional permits are required for any structures” in the residential subdivision known as Sugar Sands Phase II, originally issued September 1, 2022 (sometimes referred to as “Sugar Sands Phase II”), and an application for a residential Development Order (PZ22-347) currently under review by Bay County, Florida (“Farmdale Development Plan”);

WHEREAS, ZF owns land located immediately adjacent to and contiguous with the City of Mexico Beach, Florida, which property is shown on Exhibit “B”, attached hereto and made a part hereof (“ZF Property”), and intends to develop the Property by erecting improvements consistent with the Property’s Development Plans consisting of previously approved Planned Unit Development plans (PZ21-032 Modification to the Farmdale PUD, approved on March 16, 2021) and a conditional Development Order for site improvements only with no vertical construction (PZ22-122 originally issued August 2, 2022), both issued by Bay County, Florida (“ZF Development Plan”);

WHEREAS, the Farmdale Property and the ZF Property are sometimes collectively referred to as the “Property”;

WHEREAS, the Farmdale Development Plan and the ZF Development Plan are

sometimes collectively referred to as the “Development Plan” and which Developer shall ensure remains valid and unexpired;

WHEREAS, Farmdale proposes to construct a part of Sugar Sands Phase II on the Farmdale Property to include 45 residential units (“Farmdale Project”);

WHEREAS, ZF proposes to construct a part of Sugar Sands Phase II on the ZF Property to include 12,000 square feet of commercial space and one hotel having a maximum room count of 96 (“ZF Project”);

WHEREAS, the Farmdale Project and the ZF Project are sometimes collectively referred to as the “Project”;

WHEREAS, Developer has previously begun development of Sugar Sands Phase I pursuant to development entitlements and development permits from Bay County for the construction of residential improvements and for which Mexico Beach has previously agreed to provide potable water and wastewater utilities;

WHEREAS, Developer has previously obtained development entitlements and conditional development permits from Bay County for construction of the residential and non-residential improvements for Sugar Sands Phase II contemplated in this Agreement (“County Entitlements”) pursuant to the Bay County Comprehensive Plan, the Bay County Land Development Code and the codes and ordinances of Bay County, Florida (“Bay County Regulations”);

WHEREAS, no later than August 31, 2025 (“Horizontal Date”), Developer shall obtain remaining development approvals for the Property from Bay County of PZ22-347 and record in the Official Records of Bay County a Plat approved by the Board of County Commissioners of Bay County, Florida (“Bay County Development Approvals”);

WHEREAS, the Bay County Comprehensive Plan Policy 3.4.11 was amended to address specific requirements for the development of the Property;

WHEREAS, the development of the Property under the Development Plan shall be governed by the Bay County Regulations during the horizontal development;

WHEREAS, Mexico Beach acknowledges and affirms the Development Plan will be constructed by Developer as approved by Bay County and Mexico Beach will provide potable water and wastewater utilities (“Utilities”) to the Project as provided herein;

WHEREAS, as a part of the Development Plan, Developer requests that water and sewer service to be provided by Mexico Beach and Mexico Beach has agreed to provide the Property water and sewer service using facilities either owned, leased, or controlled by Mexico Beach (“Mexico Beach Facilities”) that will be a part of the Mexico Beach water and sewer system (“System”) conditioned on the terms contained herein;

WHEREAS, as a condition of Mexico Beach providing water and sewer service to the Property for the Project, Farmdale and ZF have each filed an application with Mexico Beach to voluntarily annex the Farmdale Property and the ZF Property, respectively, into Mexico Beach (collectively "Annexation Applications") and such Annexation Applications are irrevocable upon execution of this Agreement;

WHEREAS, Developer has requested and Mexico Beach has agreed to annex the Property pursuant to this Agreement.

NOW THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Mexico Beach hereby covenant and agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and a material part of this Agreement.

2. **DEFINITIONS.** In addition to any defined terms throughout, the following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and shall apply unless the context indicates a different meaning:

A. "Sewer Facilities" or "Sewer System" – Mexico Beach's sanitary sewer system and a portion of the service laterals not included in the Consumer Installation, pumps, meters, collection lines, lift stations, force mains, and related appurtenances and equipment.

B. "Sewer Governing Documents" – the Wastewater Treatment Contract between Mexico Beach and Bay County dated May 6, 1997, as has been or may be amended or superseded ("Contract"), all bond and other financing documents related to facilities related to the Contract, and all amendments and successor agreements to any of the above.

C. "System" – the Water System and Sewer System.

D. "Water Facilities" or "Water System" – Mexico Beach's potable water wells, pump sites, distribution mains, a portion of the service laterals not included in the Consumer Installation, hydrants, services, meters, collection lines, lift stations, force mains, and related appurtenances and equipment.

3. **AGREEMENT TO SERVE.** This Agreement sets out Mexico Beach's commitment to reserve and provide (A) potable water treatment, transmission and distribution capacity estimated to be a maximum of 21,390 gallons per day ("Potable Water Capacity") and (B) wastewater collection, transmission, treatment and disposal treatment capacity estimated to be a maximum of 21,390 gallons per day ("Wastewater Capacity") upon full payment of all impact fees owed to Mexico Beach and upon continued payment of fees for services of the System as provided herein. However, the commitment of Mexico Beach to provide water and sewer capacity to the Project for which the impact

fees have not been paid to Mexico Beach shall automatically terminate in the event that any of the following items occurs: (A) Developer fails to obtain the issuance of PZ22-347 by Bay County, Florida no later than the Horizontal Date; or (B) Developer fails to record a Plat approved by the Board of County Commissioners of Bay County, Florida, of the Farmdale Property no later than the Horizontal Date. In addition, the guarantee of Mexico Beach to reserve water and sewer capacity for the portions of the Project not then connected to the System for which the impact fees have not been paid to Mexico Beach shall automatically terminate at the earlier of any of the following: (A) Developer fails to file a completed building permit application with Mexico Beach for the vertical development of at least one dwelling unit in the Farmdale Property no later than September 30, 2025; (B) Developer fails to file an completed application with Mexico Beach for a building permit to construct the 96 unit hotel on the ZF Property no later than September 30, 2027; or (C) September 30, 2031, unless Mexico Beach and Developer mutually agree in writing as the parties acknowledge that Mexico Beach must negotiate an amendment to the Contract to increase the capacity of sewer treatment authorized in the Sewer Governing Documents.

4. RECOGNITION OF COUNTY PERMITS IN ANNEXED AREA.

A. Whenever, on or prior to the date of annexation, a Planned Unit Development (“PUD”) or other development permit has been or shall have been validly issued by Bay County, Florida (“County”) for development, construction or other work to be done on the Property which, subsequent to the issuance of such PUD or permits (or on the date of the issuance of such PUD and/or permits), was or shall have been annexed by Mexico Beach, Mexico Beach shall recognize as valid such PUD and permits, and all horizontal work that might have been started and completed pursuant to such permits shall be permitted to proceed to conclusion, notwithstanding the certain requirements of Mexico Beach may be different from those of the County under which such permit was or shall have been issued.

B. The extent to which such County PUD and permit shall be recognized by Mexico Beach shall be the same extent only as would have been the case under Mexico Beach regulations.

C. The fact that a developer or owner may have commenced the Project but has or shall have secured permits for only some of the contemplated houses in such Project shall not permit any houses to be commenced beyond the exact number for which the County PUD and/or development permit has been issued on or prior to the day of annexation.

D. In the event a PUD and/or development permit has been or shall have been validity issued by the County for any type of horizontal work on prior to the date of annexation by Mexico Beach and in connection with such work additional permits are required either under the County procedures or under Mexico Beach requirements, all such additional permits, the need for same, their issuance and administration shall proceed under the County regulations; and the fact that the main or basic permit has been or shall have been issued by the County shall entitle all

applicants for permits in the connection with the completion of the construction or other work on the same premises to proceed as fully as they otherwise would have done in the event annexation has not or shall not have, taken place, except that all inspections to assure compliance with the requirements under the permits so issued by the County, as well as Mexico Beach, shall be performed by and to the satisfaction of the County Building Inspector; provided however, that nothing in this section shall be interpreted to provide any recognition for any renewal or extension of a County permit after the date of annexation as the recognition provided in this section shall apply to an original permit only.

5. **ANNEXATION.** Annexation shall commence at the earlier of (1) thirty (30) days after the Bay County engineer approves the construction of the horizontal development of the Project and final Plat approval by the Board of County Commissioners of Bay County, Florida, has been recorded in the Official Records of Bay County, Florida, or (2) Horizontal Date. Prior to annexation, Developer shall file with Mexico Beach on forms approved by Mexico Beach applications to change the Bay County land use and zoning of the Property of Conservation – Habitation to Mexico Beach land use/zoning of Tourist Mixed Use on Mexico Beach’s Future Land Use Map (“FLUM”). Upon annexation by Mexico Beach, Developer shall comply with and the Property shall be subject to the Mexico Beach Comprehensive Plan, Land Development Code, and other codes and ordinances. At that time, Developer shall apply to Mexico Beach for building permits for vertical development on the Property.

6. **MEXICO BEACH RIGHT TO INSPECT.** Mexico Beach shall have the right, but is not obligated to review and observe such installations and testing of any connections to the System.

7. **NOTICE.** Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by hand delivery by messenger service, by certified mail, return receipt requested, or by nationally recognized overnight courier service, to the addresses below:

Developer: Brent Faison
Farmdale, LLC
ZF Bay, LLC
17216 PCB Pkwy
Panama City Beach, FL 32413

Mexico Beach: City of Mexico Beach
201 Paradise Path
Mexico Beach, FL 32456
Attention: City Administrator

And a copy to:
Timothy J. Sloan

Timothy J. Sloan, P.A.
427 McKenzie Avenue
Panama City, FL 32401

8. **LAWS OF FLORIDA TO GOVERN.** This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

9. **JURISDICTION AND VENUE.** Jurisdiction and venue for any action under this Agreement shall be exclusively in courts having jurisdiction of actions accruing in Bay County, Florida, and the parties specifically waive their right to jurisdiction elsewhere.

10. **TIME IS OF THE ESSENCE.** Time is of the essence of all provisions hereof.

11. **NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to the Agreement and no right or cause of action shall accrue by reason hereto to or for the benefit of any third party not a formal party hereto.

12. **INDEMNIFICATION.** Developer, jointly and severally, agrees to indemnify, hold harmless and defend Mexico Beach and its agents, employees, and officers from and against any and all claims, demands, judgments, liabilities, and causes of action whatsoever ("Claims"), including but not limited to reasonable attorneys' fees at all trial and appellate levels, in any way relating to or arising out of this Agreement, the Project, or the annexation of the Property except for any Claim(s) (a) contesting the legality of this Agreement or the annexation of the Property, (b) that providing Utilities to the Project violates Mexico Beach's Comprehensive Plan, Land Development Code, interlocal agreements or bond issues, or (c) contesting a portion of Mexico Beach's Ordinance No. 450 codified in Section 151.087 of its Code, the concepts of which are outlined in Paragraph 4 above. In the event that Developer becomes aware of any Claims triggering indemnification, Developer shall promptly notify Mexico Beach in writing of any Claim, providing Mexico Beach with any information it may request.

13. **RECORDING.** This Agreement shall be recorded in the Official Records of Bay County, Florida, and shall run with the Property.

14. **BINDING COVENANTS.** In consideration of Mexico Beach execution of this Agreement, Developer's agreement to annex the Property into Mexico Beach is irrevocable. The covenants contained herein run with the lands owned by the parties hereto and shall inure to the benefit of and be binding upon the parties hereto, their successors in interest and assigns.

15. **SEVERABILITY.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid, illegal, or unenforceable in any other

jurisdiction.

16. **EXECUTION.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Developer represents that the persons executing and delivering this Agreement have the power and authority to do so and that Developer is bound by the actions of the person(s) executing this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement (including the Exhibits attached hereto) constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Notwithstanding any oral agreement or course of conduct of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

18. **NO ASSIGNMENT.** The Property shall remain under the same fee-simple ownership as on the date of this Agreement. Developer shall not assign this Agreement without the prior written consent of Mexico Beach, such consent may be withheld until proper execution and delivery by assignee of documents required by Mexico Beach.

19. **ATTORNEYS' FEES.** In the event of any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs at all trial and appellate levels and at any mediation or arbitration.

20. **WAIVER OF JURY TRIAL.** NO PARTY NOR THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS AGREEMENT OR PERFORMANCE THEREUNDER. NO PARTY NOR THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK TO CONSOLIDATE ANY CLAIM AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY CLAIM IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

IN WITNESS WHEREOF, Developer and Mexico Beach have executed or have caused this Agreement.

Developer

**Farmdale, LLC
a Florida limited liability company**

WITNESSES:

By: _____
Brent Faison, Manager

Sign Name

Type or Print Name
Address of Witness: _____

Sign Name

Type or Print Name
Address of Witness: _____

**STATE OF FLORIDA)
COUNTY OF BAY)**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of November, 2024, by Brent Faison, as Manager of Farmdale, LLC. He is personally known _____ OR Produced Identification _____. Type of Identification Produced: _____.

Signature of Notary: _____

My Commission Expires: _____
Printed or stamped name of Notary

**ZF Bay, LLC
a Florida limited liability company**

WITNESSES:

By: _____
Zach Ferrell, Manager

Sign Name

Type or Print Name
Address of Witness: _____

Sign Name

Type or Print Name

Address of Witness: _____

**STATE OF FLORIDA)
COUNTY OF BAY)**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of November, 2024, by Zach Ferrell, as Manager of ZF Bay, LLC. He is personally known _____ OR Produced Identification _____. Type of Identification Produced: _____.

Signature of Notary: _____

My Commission Expires: _____

Printed or stamped name of Notary

Mexico Beach

WITNESSES:

Sign Name

Type or Print Name

Address of Witness: _____

By: _____

Richard Wolff, Mayor

Sign Name

Type or Print Name

Address of Witness: _____

**STATE OF FLORIDA)
COUNTY OF BAY)**

The foregoing instrument was acknowledged before me by means of [] physical

presence or [] online notarization on this _____ day of November, 2024, by _____, Mayor of the City of Mexico Beach, Florida, a political subdivision of the State of Florida, on behalf of the City of Mexico Beach. He is personally known _____ OR Produced Identification _____. Type of Identification Produced: _____.

Signature of Notary: _____

My Commission Expires: _____
Printed or stamped name of Notary

THIS INSTRUMENT PREPARED BY: TIMOTHY J. SLOAN, ESQ., TIMOTHY J. SLOAN, P.A., 427 MCKENZIE AVENUE, PANAMA CITY, FL 32401, NOT IN CONNECTION WITH THE ISSUANCE OF TITLE INSURANCE. THE PREPARER MAKES NO REPRESENTATIONS AS TO THE TITLE OF THE PROPERTY AND THE ACCURACY OF THE LEGAL DESCRIPTION AND DISCLAIMS ALL RESPONSIBILITY THEREFORE.

EXHIBIT "A"
LEGAL DESCRIPTION OF FARMDALE PROPERTY

DESCRIPTION OF EAST PARCEL:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF CROOKED SOUND DRIVE, ACCORDING TO THE PLAT OF SUGAR SAND, RECORDED IN PLAT BOOK 26, PAGE 1 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 4603-106; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 914.95 FEET TO THE NORTHEASTERLY EXTENSION OF THE EASTERLY BOUNDARY LINE OF SAID PLAT OF SUGAR SAND; THENCE SOUTH 22 DEGREES 47 MINUTES 45 SECONDS WEST ALONG SAID NORTHEASTERLY EXTENSION FOR 1234.39 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID PLAT OF SUGAR SAND; THENCE NORTH 73 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY BOUNDARY LINE FOR 968.61 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID CROOKED SOUND DRIVE AND A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1240.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 128.99 FEET, THE CHORD OF SAID ARC BEARING NORTH 15 DEGREES 15 MINUTES 09 SECONDS EAST FOR 128.94 FEET; THENCE NORTH 18 DEGREES 13 MINUTES 58 SECONDS EAST ALONG SAID CURVING RIGHT OF WAY LINE FOR 115.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET; THENCE NORTHERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 217.34 FEET, THE CHORD OF SAID ARC BEARING NORTH 03 DEGREES 55 MINUTES 10 SECONDS EAST FOR 215.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 515.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 476.36 FEET, THE CHORD OF SAID ARC BEARING NORTH 16 DEGREES 06 MINUTES 18 SECONDS EAST FOR 459.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR 174.66 FEET, THE CHORD OF SAID ARC BEARING NORTH 38 DEGREES 17 MINUTES 24 SECONDS EAST FOR 174.50 FEET; THENCE NORTH 33 DEGREES 58 MINUTES 35 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 279.98 FEET; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST FOR 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CROOKED SOUND DRIVE; THENCE NORTH 33 DEGREES 58 MINUTES 35 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 184.52 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF WEST PARCEL:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF CROOKED SOUND DRIVE, ACCORDING TO THE PLAT OF SUGAR SAND, RECORDED IN PLAT BOOK 26, PAGE 1 IN THE PUBLIC RECORDS OF BAY

COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 4603-106; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR 184.52; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 80.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID CROOKED SOUND DRIVE AND THE **POINT OF BEGINNING**. THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 279.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1160.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 174.66 FEET, THE CHORD OF SAID ARC BEARING SOUTH 38 DEGREES 17 MINUTES 24 SECONDS WEST FOR 174.50 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 515.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 476.36 FEET, THE CHORD OF SAID ARC BEARING SOUTH 16 DEGREES 06 MINUTES 18 SECONDS WEST FOR 459.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 217.34 FEET, THE CHORD OF SAID ARC BEARING SOUTH 03 DEGREES 55 MINUTES 10 SECONDS WEST FOR 215.08 FEET; THENCE SOUTH 18 DEGREES 13 MINUTES 58 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 115.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1240.00 FEET; THENCE ALONG SAID CURVING RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 128.99 FEET, THE CHORD OF SAID ARC BEARING SOUTH 15 DEGREES 15 MINUTES 09 SECONDS WEST FOR 128.94 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID PLAT OF SUGAR SAND; THENCE NORTH 73 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY BOUNDARY LINE FOR 721.26 FEET TO THE WEST BOUNDARY LINE OF SAID PLAT OF SUGAR SAND; THENCE NORTH 00 DEGREES 29 MINUTES 29 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF SAID PLAT OF SUGAR SAND FOR 1712.35 FEET; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST FOR 191.52 FEET; THENCE SOUTH 59 DEGREES 43 MINUTES 29 SECONDS EAST FOR 119.86 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 51 SECONDS EAST FOR 185.96 FEET; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST FOR 280.62 FEET; THENCE SOUTH 64 DEGREES 53 MINUTES 11 SECONDS EAST FOR 80.97 FEET; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST FOR 483.51 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION OF ZF PROPERTY

DESCRIPTION OF STORMWATER PARCEL:

BEGIN AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF CROOKED SOUND DRIVE, ACCORDING TO THE PLAT OF SUGAR SAND, RECORDED IN PLAT BOOK 26, PAGE 1 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 4603-106; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 184.52 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 374.44 FEET; THENCE NORTH 33 DEGREES 58 MINUTES 35 SECONDS EAST FOR 184.52 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 374.44 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF COMMERCIAL PARCEL:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF CROOKED SOUND DRIVE, ACCORDING TO THE PLAT OF SUGAR SAND, RECORDED IN PLAT BOOK 26, PAGE 1 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 4603-106; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 184.52 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 374.44 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 109.07 FEET; THENCE NORTH 64 DEGREES 53 MINUTES 11 SECONDS WEST FOR 80.97 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 280.62 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 51 SECONDS WEST FOR 174.29 FEET; THENCE NORTH 33 DEGREES 58 MINUTES 35 SECONDS EAST FOR 266.19 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98. THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 629.66 FEET; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST FOR 184.52 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF HOTEL PARCEL:

COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY

LINE OF CROOKED SOUND DRIVE, ACCORDING TO THE PLAT OF SUGAR SAND, RECORDED IN PLAT BOOK 26, PAGE 1 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (100 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 4603-106; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 184.52 FEET. THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 483.51 FEET; THENCE NORTH 64 DEGREES 53 MINUTES 11 SECONDS WEST FOR 80.97 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 280.62 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 51 SECONDS WEST FOR 174.29 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 79 DEGREES 24 MINUTES 51 SECONDS WEST FOR 11.67 FEET; THENCE NORTH 59 DEGREES 43 MINUTES 29 SECONDS WEST FOR 119.86 FEET; THENCE NORTH 56 DEGREES 01 MINUTES 25 SECONDS WEST FOR 191.52 FEET TO THE WEST LINE OF THE EAST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 29 MINUTES 29 SECONDS EAST ALONG SAID WEST LINE FOR 334.00 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98. THENCE SOUTH 56 DEGREES 01 MINUTES 25 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR 506.12 FEET; THENCE SOUTH 33 DEGREES 58 MINUTES 35 SECONDS WEST FOR 266.19 FEET TO THE POINT OF BEGINNING



City Council
Agenda Abstract Form


 Meeting Date: 12-10-24
 Department: Admin
 Public Hearing: Yes No
 Date of Public Hearing: _____

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT: Chris Truitt

ITEM TO BE CONSIDERED

Subject:
Duke Energy Easement at the CDC

Attachment(s):
Contract

Brief Summary:
Duke Energy needs an easement to install electric vehicle chargers at the CDC. Legal has reviewed the agreement.

Action Requested:
Approve agreement so the Mayor can sign.

ISSUE OVERVIEW

Background Information & Issue Summary:
Duke Energy is installing an EV charger at the CDC. The CDC is glad to have the charger as it is something that could draw more visitors and/or better serve existing visitors. There is no cost to the City and the City does not share any of the revenue. It is being installed at Duke's expense and the charging fees generated will be paid direct to Duke to offset the electricity and equipment costs.

Financial Impacts:
None

Staff Recommendations/Comments:
Administrator recommends approving the easement.

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Land Services
2166 Palmetto St
Mail Code: CW Eng
Clearwater, Florida 33765

A portion of Parcel # 04756-000-000

102 Canal Parkway
Mexico Beach, FL

EASEMENT

State of Florida
County of Bay

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **CITY OF MEXICO BEACH**, a Florida municipality ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee an easement, to construct, reconstruct, operate, maintain, repair, replace, relocate, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area and Property (using lanes, driveways, and adjoining public roads where practical as reasonably determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the reasonable opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. With Grantor's prior written consent, Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
5. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
6. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
7. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
8. Upon termination of the DEC Site Host Agreement dated February 27, 2024 ("Agreement"), Grantee shall remove the Facilities within ninety (90) days and within thirty (30) days after removal shall execute and deliver to Grantor a termination of this Easement prepared by Grantor in recordable form.
9. All other rights and privileges reasonably necessary, in Grantee's reasonable discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns. Grantor reserves the right to use and grant rights to others to use said Easement Area provided that such rights do not create an unsafe condition or conflict with the easement granted to Grantee herein; provided, however, as it pertains to providing electric energy service only, the easement shall be exclusive to Grantee, such that Grantee shall be the only party permitted to use the Easement for electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

CITY OF MEXICO BEACH
a Florida municipality

(Witness #1)

Richard Wolff, Mayor

Printed Name: _____

Grantor(s) Mailing Address:

Address: _____

201 Paradise Path

(Witness #2)

Mexico Beach, Florida 32456

Printed Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____ by Richard Wolff, Mayor of CITY OF MEXICO BEACH, a Florida municipality, on behalf of the municipality who is personally known to me or has produced _____ as identification.

Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

EXHIBIT A

Lot 10, Block 14, Unit 7, MEXICO BEACH SUBDIVISION, and also:

Commence at the Northeast corner of fractional Section 22, Township 6 South, Range 12 West, and extend a line Westerly along the North line of said Section 22, for 1894.67 feet to the POINT OF BEGINNING on the Southern Right Of Way line of State Road 30 – U.S. 98. From this POINT OF BEGINNING continue the line last described above for 22.42 feet; thence turn 90°00' left for 90.00 feet; thence turn 90°00' left for 156.10 feet to the point on the Southern Right Of Way line of State Road 30 – U.S. 98; thence turn 146°03' left along said Right Of Way line for 161.13 feet to the POINT OF BEGINNING.

This parcel of land lies immediately East of Lot 10, Block 14, MEXICO BEACH UNIT NO.7, Bay County, Florida. Also know as unnumbered Lot in Block 14, MEXICO BEACH, UNIT NO.7.

A/K/A:

MEXICO BEACH UNIT # 7 LOT 10 & THE UNNUMBERED LOT ON PLAT OF UNIT # 7 LYING ELY OF LOT 10 BLK 14 TO HWY 98 BLK 14 (-10.1-) 213D ORB 1948 P 108 LESS HWY R/W DOT PRCL# 100

LESS AND EXCEPT any portion of the above described property lying within and East of the Canal Parkway Right-of Way.



City Council
Agenda Abstract Form

Meeting Date: 12-10-24
 Department: Admin
 Public Hearing: Yes No
 Date of Public Hearing: _____

For Clerk's Use Only
AGENDA ITEM #

<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

PRESENTER/INFORMATION CONTACT: Chris Truitt

ITEM TO BE CONSIDERED

Subject:
Mexico Beach App

Attachment(s):
PowerPoint Presentation, Email from GoGov including GoEnforce Info Sheet

Brief Summary:
GoGov Apps and similar companies provide branded applications for citizen reporting, citizen notifications, code enforcement, and permitting. This presentation explains some of the functionality and features at a high level as well as potential cost. This is a discussion item to determine if this is something the Council would like to pursue.

Action Requested:
Direction from the Council whether or not to move forward with the process for creating a Mexico Beach app.

ISSUE OVERVIEW

Background Information & Issue Summary:
During my interview, I mentioned the workload management and citizen communication app I implemented at my previous employer. The Mayor was interested in learning more and since then, Ms. Hamilton forwarded an email she had received from GoGov Apps, the app developer I worked with previously, regarding code enforcement. I'm bringing this overview and potential cost to the Council to determine if this is something we should pursue. If it is, we'll follow the purchasing regulations for purchases over \$15,000. This presentation is based on my experience with one specific vendor but is not an endorsement of any specific vendor.

Financial Impacts:
Estimated \$10,000 to \$20,000 per year depending on modules selected.

Staff Recommendations/Comments:
Administrator recommends moving forward with a Mexico Beach app.

Fw: Code Enforcement Software: Scheduling Demo

From Linda Hamilton <L.Hamilton@mexicobeachfl.gov>

Date Sat 11/23/2024 9:05 AM

To Chris Truitt <c.truitt@mexicobeachfl.gov>

 1 attachment (582 KB)

GOEnforce - Solution Sheet.pdf;

Linda Hamilton
City Council Member
Mexico Beach, Florida
l.hamilton@mexicobeachfl.gov
850-227-8258

From: Connor Panzner - GOGov <Connor.Panzner@GoGovApps.com>

Sent: Friday, November 22, 2024 10:44 AM

To: Linda Hamilton <L.Hamilton@mexicobeachfl.gov>

Subject: Code Enforcement Software: Scheduling Demo

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Good morning, Linda.

Touching base with you regarding our Code Enforcement software for the City of Mexico Beach.

When would you be free for the 15-min zoom demo to take a quick look at how the software works for the City?

I look forward to hearing back and getting this scheduled with you.

Best,

Connor Panzner | (631) 861-5816

Junior Account Executive

[Citizen Requests](#) | [Code Enforcement](#) | [Notify](#) | [Permits](#)

PLEASE NOTE: Florida has a very broad public records law. As a result, any written communication created or received by the City of Mexico Beach will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not

want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.



GOEnforce®

Powerful Code Enforcement Software to manage every aspect of Municipal Code Enforcement.



GOEnforce® is an innovative and easy-to-use solution for managing all your Code Enforcement cases. Whether you are in the office or in the field, GOEnforce® allows you to work wherever you need. Simply choose the violations and which actions you want to take or letters you want to send and let GOEnforce® handle the rest.

Complete Case Management at Your Fingertips

We understand how hectic your day can be. If you are a "Team of One" or an entire department of Code Enforcement officers, the design of our product is intuitive and just makes sense for what you do. All of the activities, notes, pictures, letters, violations, fees and more are always at your fingertips.

- Violations & Corrective Actions
- Case Notes and Actions Taken by your Department
- Pictures, Videos and any other kind of Attachments
- Letters and Administrative Citations
- Fees and Payments

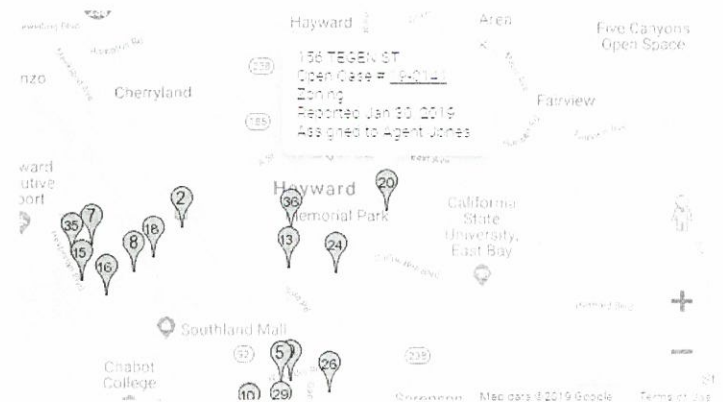
No Upfront Fees or Startup Costs

We try to earn your business every single day and so we will start by footing the bill to get you started. Everything you need to setup your codes, violations, letter templates, reports and most importantly train your staff - Its All Included!

Software that Works for You

Our software was designed around the way you work, which is what makes it so intuitive and useful.

- One Click Letter Generation from Templates that we setup for you
- Batch Printing of Letters to Assist Officers in the Field
- Automatic Parcel Lookups with Owner Information and Address validation.
- Notification and Workflow features will deliver Reminders & Inspection sheets directly to staff at calculated due dates.
- Property and Resident alerts can easily be viewed from previous case files.
- Generate reports, documents and even print full case history required for prosecution.
- Map views allow you to plan your day or visualize cases by location.
- Audit Log tracks every change made to a case file



Special Features

We have developed features in the software that helps process annual and recurring types of inspection cases for officers.

- **Rental Inspection** - Using intelligent algorithms, we can help detect properties that are suspected to be rentals and automatically create cases for inspection. For the properties we know are rentals annual inspections and letters can be automatically generated.
- **Weed Abatement** - Another annual chore that we can automate allowing inspectors to drive through areas and clear for tall grass.
- **Vehicle Abatement** - track multiple vehicle information and generate abatement notices to assist with cost recovery and reimbursement.
- **Business License Enforcement** - Track expired business licenses and allow GOEnforce® to automatically generate the letters, assess fees and create cases for officers to follow-up.

Integrations

We learned that sharing is one of the most important parts of helping our customers. This is why we have built integrations into systems where it counts. Here are a few:

- **ESRI ArcGIS** integration makes address validation and parcel lookup with owner information simple. We also can use other data like districts, wards and more to enhance the workflow and reporting delivered to your agents and citizens.
- **Revenue Experts** - our integration with Revenue Experts can automatically transmit your administrative citation fees to experts that can help you collect.
- **Permitting Systems** - Quickly view permits from other systems when working on code cases.
- **LDAP / Active Directory** - another password is the last thing any of us want. With our LDAP integration we can sync up users and permissions and authenticate against your Active Directory so you don't have to do extra work or remember another password.

Support and Training You Will Love ♥

Our goal is to make you love our company at every encounter. We have a mature process and experienced staff that will be able to provide expert advise and assistance every step of the way.

- **Expert Advise** providing analysis of your service codes, letters, notices, documents and processes using industry best practices to make your job as easy as possible.
- **Project Management** - your dedicated project manager will track and monitor your progress throughout the project.
- **Configuring** your municipal code summaries, defining parcel data imports, customizing fields and forms, creating letter templates, customizing reports and more.
- **Training Library** - As we train you, we will produce a library of videos and documents specific to your agency. These videos can be used for onboarding future staff or just going back to get a refresher on more advanced stuff. But don't worry - we are always willing to give additional training as you need it.
- **Staff Training** is our favorite part because we know you are going to love what you see and how easy it is to use. When we hear "oooh's" and "aaah's" then we know we are doing our job.

"As a single person operation handling it all from phone to field to notices, I can say that GOEnforce has greatly increased my efficiency..."

- Greg Baird, City of Manteca, CA

About GOGovApps

GOGovApps specializes in providing CRM and Code Enforcement software to local governments of all sizes. Our long history and experience working with hundreds of government agencies across the country really shows in the products and services we provide. We built our software from the ground up working with the departments and staff that now use our products every single day.

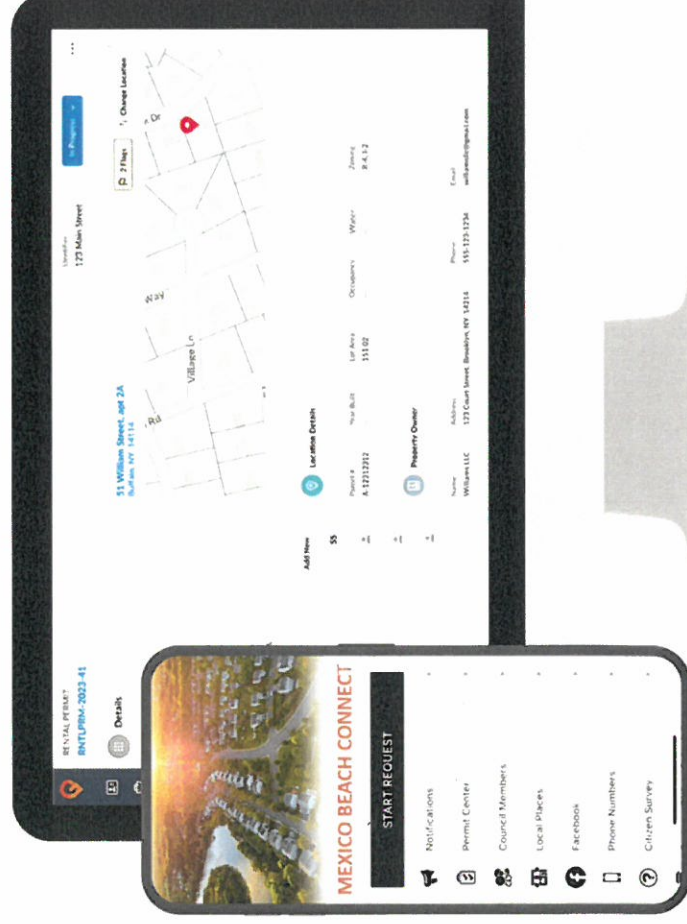


MEXICO BEACH CONNECT MOBILE APP



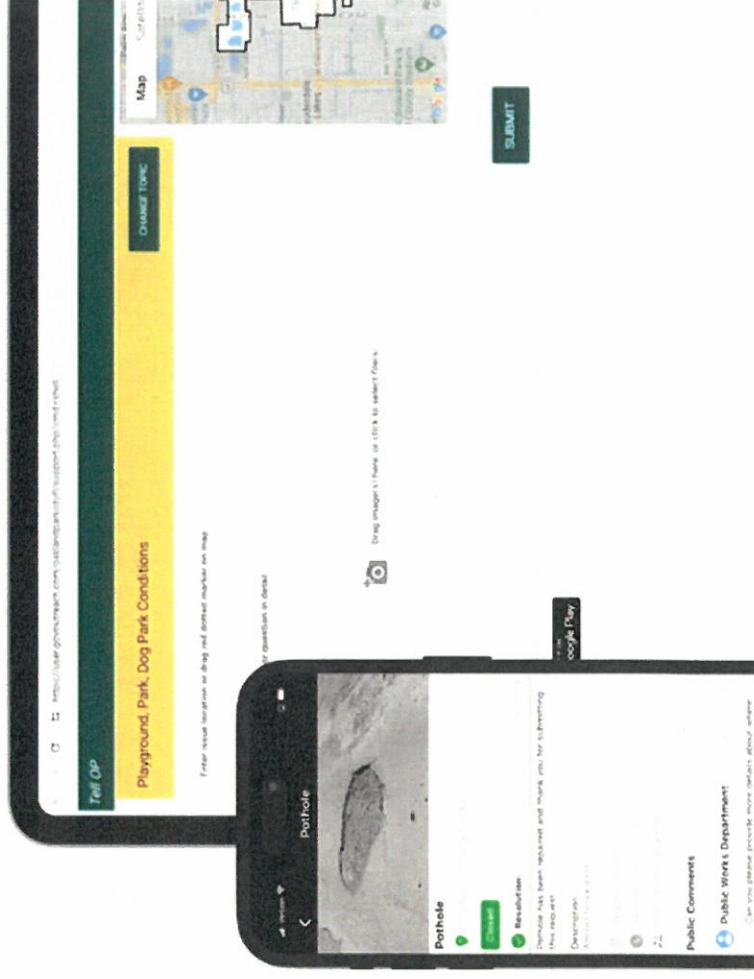
DIGITAL MULTI-TOOL

- Citizens can report issues directly to Public Works, Parks & Recreation, Code Enforcement, or Administration.
- The app allows users to receive notifications and customize the types of alerts they want.
- It also supports comprehensive code enforcement management, from initial complaints and violations to preparing packages for the Special Master.



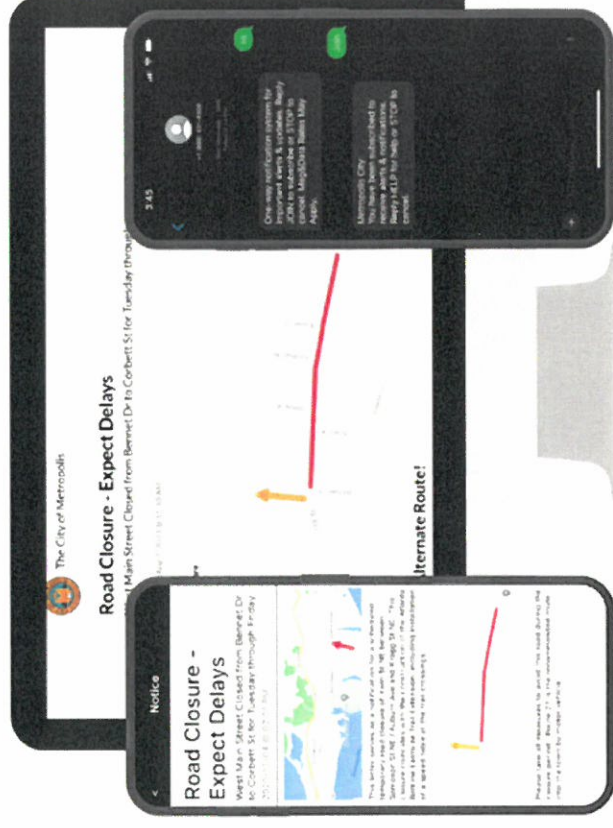
CITIZEN REQUESTS

- Citizens can initiate requests by taking a photo of the issue and providing basic details.
- These requests are automatically routed to the appropriate department, streamlining the workload for department heads by acting as a workload management tool.
- Citizens can track the progress and resolution of their requests through real-time status updates.
- Administrators can generate reports on various metrics, such as the frequency of specific issues (e.g., problem lots for Code Enforcement), geographic mapping of related issues (e.g., flooding for Public Works), and the resolution time for requests."



CITIZEN NOTIFICATIONS

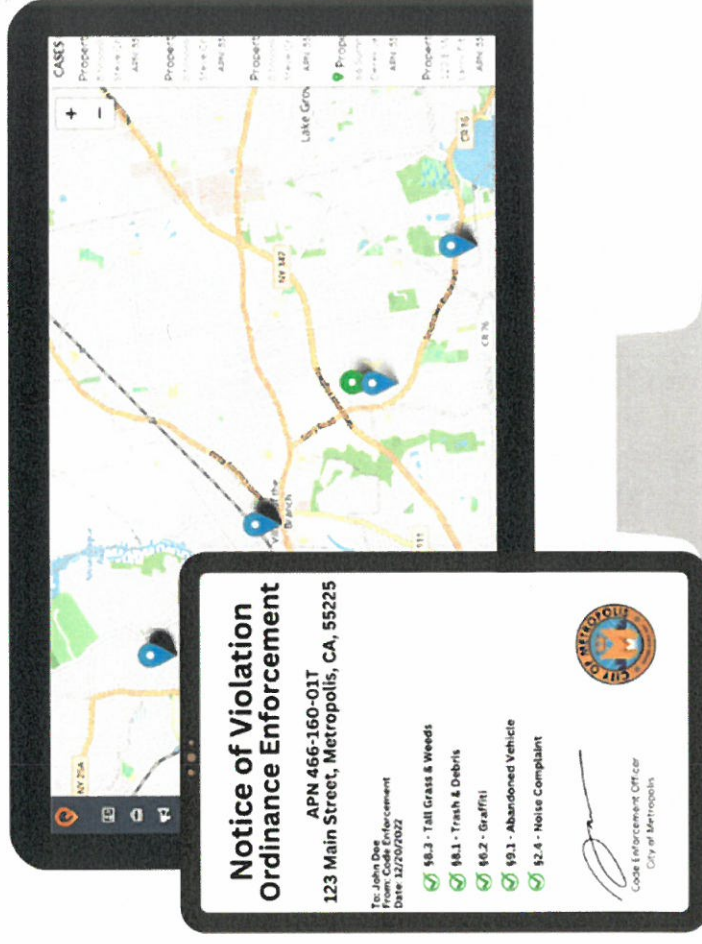
- Users can receive instant notifications via the app or email.
- Notifications are categorized, allowing users to customize what they receive.
- For example, they can opt for emergency alerts and boil water notices while excluding updates like road closures or lost pets.
- A notification history is stored in the app, enabling users to review past messages at their convenience.
- No sign-up or account creation is required to receive these notifications.





CODE ENFORCEMENT

- The app offers comprehensive case management starting with initial violations.
- Code Enforcement officers can document violations, prepare notices, and mailers directly within the app.
- Built-in property owner lookup simplifies the process.
- The app tracks all violations and manages timelines for reinspections, fines, hearings, and resolutions.
- Detailed reports can be generated based on factors such as time periods, violation types, properties, and property owners





USE CASE: TOURIST INFORMATION

- Add QR code signs to promote app use among tourists.
- Include essential contact numbers (e.g., City Hall, Police, Fire).
- Share helpful resources like local rules and business listings.



USE CASE: WORKLOAD MANAGEMENT

- Assign and track tasks for staff, from repairs to routine maintenance.
- View all work tasks at a glance for daily, weekly, or monthly planning.
- Generate reports to analyze task completion times for better budget planning.

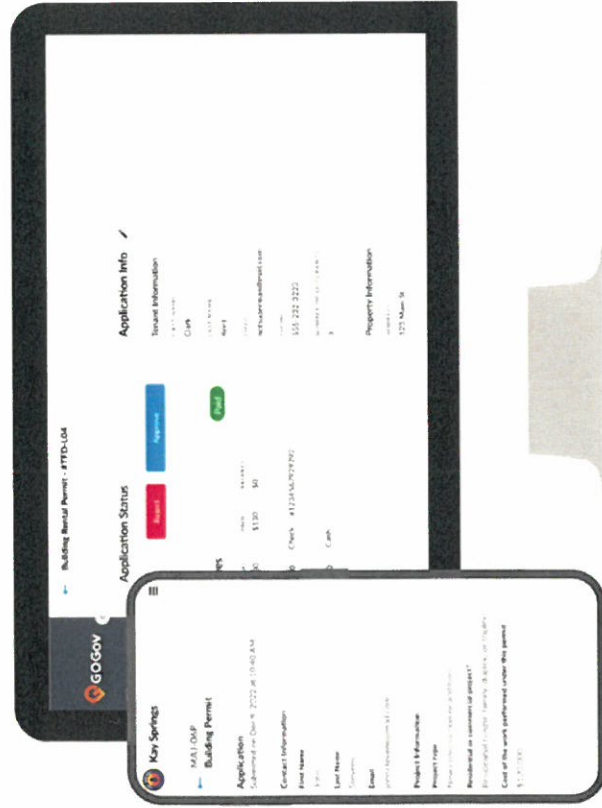


USE CASE: CITIZEN COMPLAINT TRACKING

- Citizens can track their complaint status in real time (e.g., "verified complaint," "violation issued").
- Reduces the need for citizens to call City Hall for updates.
- Departments can request additional information from the complainant directly through the app.

FUTURE EXPANSION

- Development Orders
- Business Licenses
- Golf Cart Permits
- Event Permits
- Fence Permits
- Boat Slip Leases



APP CONFIGURATION

Vendor assists with the initial setup and system design.

- Graphics
- Initial workflows
- Initial content
- GIS property info import
- App store approval

Mexico Beach staff can manage future updates and changes.

- No special experience is needed
- Moderate tech proficiency is helpful
- Can be modified at any time

PRICING

\$10,000–\$20,000 per year, depending on the selected modules.