

PANAMA CITY BEACH SPORTS PARK & STADIUM COMPLEX

Triumph Gulf Coast Grant Application

Submitted By: Panama City Beach Convention and Visitors Bureau, Inc. March 2018



APPLICANT INFORMATON

Name of Entity/Organization: Panama City Beach Convention and Visitors Bureau, Inc.

Background of Applicant Individual/Entity/Organization: The Panama City Beach Convention and Visitors Bureau, Inc. (CVB) is a 501(c)(6) nonprofit corporation which is a component unit of Bay County, Florida and serves as the official destination marketing organization for the Greater Panama City Beaches.

The CVB is an extension of the Bay County Tourist Development Council (TDC). The CVB is primarily funded by a 5% Tourist Development Tax paid by visitors for overnight lodging stays and also generates revenue through cooperative marketing opportunities, corporate sponsorships and festivals/events. Funds are used for destination marketing, beach renourishment/maintenance and landscaping.

The CVB Board of Directors is exclusively comprised of the nine members of the TDC who are appointed by, and serve at the pleasure of, the Bay County Board of County Commissioners.

Federal Employer Identification Number: 59-3507881

Contact Information:

Primary Contact Information: Dan Rowe
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Identify any co-applicants, partners, or other entities or organizations that will have a role in the proposed project or program and such partners' proposed roles.

- <u>Bay County Tourist Development Council (TDC)</u> contracts marketing and promotional activities with the Panama City Beach Convention and Visitors Bureau (CVB). The TDC is comprised of nine members appointed by the Bay County Board of County Commissioners. Three of the members are collectors of the Tourist Development Tax, three members represent tourist-related businesses and three members are elected officials. Four members are nominated by the City Council of the City of Panama City Beach. *ROLE: financing of the Sports Park & Stadium Complex and oversight of the annual CVB budget and program of work.* www.VisitPanamaCityBeach.com
- <u>Bay County, Florida</u> is a non-chartered county established under the legal authority of the Constitution and Laws of the State of Florida. The county provides a full range of services, including tax assessments and collections, state and county courts, public safety, physical environment, transportation, economic environment, human services and general administrative services. *ROLE: ownership of Sports Park & Stadium Complex.* www.co.bay.fl.us
- 3. <u>City of Panama City Beach</u> is a home-rule city with a Council-City Manager form of government. The City Council is comprised of the mayor and four council members elected at-large from each of the city's four wards. The city provides the incorporated and unincorporated areas of the beach with a wide range of urban services, including parks and recreation, potable water, reuse water, sanitary sewer and road maintenance. *ROLE: expansion of reclaimed water system to areas of existing and pending development.* <u>www.pcbgov.com</u>
- 4. <u>The St. Joe Company</u> is a publicly-traded (NYSE: JOE) real estate development, asset management and operating company with real estate assets and operations currently concentrated primarily between Tallahassee and Destin, Florida, which the Company predominantly uses, or intends to use, for or in connection with, various residential or commercial real estate developments, resorts and leisure operations, and leasing operations or forestry operations on a limited basis. *ROLE: land donation, cash investment and future retail/commercial development.* <u>www.joe.com</u>
- 5. <u>Bay District Schools</u> was established under the legal authority of the Constitution and Laws of the State of Florida and covers the same geographic area as Bay County. The district is comprised of 47 schools serving approximately 28,000 students and is governed by an elected five member School Board which establishes policy, approves the annual budget and adopts the school tax levy. *ROLE: construction of new K-8 school.* www.bay.k12.fl.us

- 6. <u>Florida Department of Transportation (FDOT)</u> is an executive agency of the State of Florida with primary statutory responsibility for coordinating the planning and development of a safe, viable and balanced statewide transportation system and ensuring the compatibility of all components, including multimodal facilities. Florida's transportation system includes roadway, air, rail, sea, spaceports, bus transit, and bicycle and pedestrian facilities. *ROLE: transportation infrastructure improvements.* www.fdot.gov
- <u>Sports Facilities Management</u> is a Florida Limited Liability Company based in Clearwater that provides turn-key management solutions for sports, recreation, and events centers across the country, with expertise in youth and amateur sports venue management services. *ROLE: day-to-day operations management of the Sports Park & Stadium Complex.* www.sportadvisory.com

Total amount of funding requested from Triumph Gulf Coast:

\$25,900,000 (22.4% of total project cost)

NOTE: As a result of the extensive work required to value engineer the Sporks Park & Stadium Complex and ensure the best possible project at the lowest price, the CVB determined that, without Triumph Gulf Coast funding, it was not feasible to construct as originally designed. Subsequently, the road design was modified to accommodate a two-lane entrance road during initial construction and expansion to a four-lane parkway at some point in the future.

In addition, the cost sharing arrangements described in the original Land Transfer Agreement may ultimately create a barrier for the construction of Bay District Schools' (BDS) new K-8 school. As noted elsewhere in this application, there is a clear need for an additional school on the east end of Greater Panama City Beach.

To help ensure the school and four-lane parkway are constructed as soon as practicable, the <u>CVB's initial Triumph Gulf Coast funding request has been modified</u> to construct the road as was originally designed and eliminate any obligation for BDS to reimburse the CVB for monies expended as part of this project. To further facilitate the construction of the school, funds to offset the costs of improving the school property have also been included in this project.

Has the applicant in the past requested or applied for funds for all or part of the proposed project/program?



If yes, please provide detailed information concerning the prior request for funding, including:

- the date the request/application for funding was made;
- the source to which the request/application for funding was made,
- the results of the request/application for funding, and
- projected or realized results and/or outcomes from prior funding.

On October 22, 2014, the Bay County Tourist Development Council (TDC) submitted a pre-application for RESTORE Act Direct Component funds via the formal process established by the Bay County RESTORE Act Advisory Committee. The TDC requested \$2 million to finance construction of rectangular athletic fields for what was then known as Phase I of the Panama City Beach Sports Village, an early version of what has evolved into the current project.

The county received a total of 47 pre-applications for RESTORE Act funding and the TDC project was among 22 projects invited to submit full applications. The TDC's full application was submitted on February 6, 2015 but did not make the final list of nine projects selected for funding by the Bay County Board of County Commissioners.

Describe the financial status of the applicant and any co-applicants or partners:

Panama City Beach Convention and Visitors Bureau, Inc. (CVB) is a 501(c)(6) nonprofit corporation which is a component unit of Bay County, Florida. The CVB is primarily funded by a 5% Tourist Development Tax paid by visitors for overnight lodging stays and also generates revenue through cooperative marketing opportunities, corporate sponsorships and festivals/events. The bureau's budget is \$20.5 million in Fiscal Year 2017-18.

Bay County governmental activities are primarily supported by property taxes, sales taxes, federal and state grants, charges for services and state shared revenues. Business-type activities are supported by charges to the users of those activities such as water, sewer and solid waste disposal.

<u>City of Panama City Beach</u> derives revenue from a wide variety of sources and activities, including sales taxes, fuel taxes, business tax receipts, franchise fees, federal grants, state revenue sharing, impact fees, facility rental fees, licensing fees and charges to the users of the city's water and sewage treatment systems. The city remains one of the few Florida cities that does not assess an ad valorem tax on real property.

Bay District Schools receives revenue from a combination of federal, state and local sources. At the state level, funding per student is set as part of the state's annual budget process through the Florida Education Finance Program (FEFP). Local sources of revenue include the Bay County portion of FEFP funding and other miscellaneous items such as interest, indirect costs and fees. Tax revenue is generated through a levy on real property and is set at 6.341 mils for Fiscal Year 2018. Federal sources of revenue include Reserve Officers Training Corps (ROTC) and Medicaid reimbursement.

Florida Department of Transportation (FDOT) is funded at the federal level by the Federal Highway Trust Fund and motor fuel taxes. State-level funding includes revenue from motor vehicle fees, fuel taxes, document stamps, aviation and rental car receipts. Local funding sources include impact fees and local option fuel/sales taxes.

<u>The St. Joe Company</u> is a Florida Profit Corporation headquartered in WaterSound and publicly traded on the New York Stock Exchange. The company earns revenue through real estate, leasing, timber and resorts/leisure operations. As of December 31, 2017, the company reported cash, cash equivalents and investments of \$303.4 million.

Sports Facilities Management, LLC is a privately owned and operated Florida Limited Liability Company based in Clearwater. The company derives revenue from management services provided to sports facilities in Alabama, California, Connecticut, Florida, New Jersey, New York, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas.

In a separate attachment, please provide financial statements or information that details the financial status of the applicant and any co-applicants or partners.

- **EXHIBIT 1**: Panama City Beach Convention and Visitors Bureau, Inc. Independent Auditor's Report for Fiscal Year Ended September 20, 2016
- <u>EXHIBIT 2</u>: Bay County, Florida Comprehensive Financial Audit Report (CAFR) for Fiscal Year Ended September 30, 2016
- <u>EXHIBIT 3</u>: City of Panama City Beach Annual Financial Statements for Fiscal Year Ended September 30, 2016
- **<u>EXHIBIT 4</u>**: Bay District Schools Annual Financial Report for Fiscal Year 2016-17
- **EXHIBIT 5**: "The St. Joe Company Reports Fourth Quarter and Full Year 2017 Results," Press Release, March 1, 2018
- **EXHIBIT 6**: Florida Department of Transportation, Office of Work Program and Budget, Five Year Work Program, Cauley Avenue Intersection Project
- EXHIBIT 7: Sports Facilities Management, LLC letter from Sams IV, CPA, PA

Has the applicant or any co-applicants, partners or any associated or affiliated entities or individuals filed for bankruptcy in the last ten (10) years?

🗌 Yes 🛛 🗹 No

ELIGIBILITY

Pursuant to Section 288.8017, Triumph Gulf Coast, Inc. was created to make awards from available funds to projects or programs that meet the priorities for economic recovery, diversification, and enhancement of the disproportionately affected counties. The disproportionately affected counties are: Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Walton County, or Wakulla County. *See*, Section 288.08012.

- 1. From the choices below, please check the box that describes the purpose of the proposed project or program (check all that apply):
 - Ad valorem tax rate reduction within disproportionately affected counties;
 - Local match requirements of s. 288.0655 for projects in the disproportionately affected counties;
 - Public infrastructure projects for construction, expansion, or maintenance which are shown to enhance economic recovery, diversification, and enhancement of the disproportionately affected counties;
 - Grants to local governments in the disproportionately affected counties to establish and maintain equipment and trained personnel for local action plans of response to respond to disasters, such as plans created for the Coastal Impacts Assistance Program;
 - Grants to support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties. Eligible programs include those that increase students' technology skills and knowledge; encourage industry certifications; provide rigorous, alternative pathways for students to meet high school graduation requirements; strengthen career readiness initiatives; fund high-demand programs of emphasis at the bachelor's and master's level designated by the Board of Governors; and, similar to or the same as talent retention programs created by the Chancellor of the State University System and the Commission of Education, encourage students with interest or aptitude for science, technology, engineering, mathematics, and medical disciplines to pursue postsecondary education at a state university or a Florida College System institution within the disproportionately affected counties;

- Grants to support programs that provide participants in the disproportionately affected counties with transferable, sustainable workforce skills that are not confined to a single employer; and,
- Grants to the tourism entity created under s. 288.1226 for the purpose of advertising and promoting tourism and Fresh From Florida, and grants to promote workforce and infrastructure, on behalf of all of the disproportionately affected counties.
- 2. Provide the title and a detailed description of the proposed project or program, including the location of the proposed project or program, a detailed description of, and quantitative evidence demonstrating how the proposed project or program will promote economic recovery, diversification, and enhancement of the disproportionately affected counties, a proposed timeline for the proposed project or program, and the disproportionately affected counties that will be impacted by the proposed project or program.

PANAMA CITY BEACH SPORTS PARK & STADIUM COMPLEX

On March 24, 2016, the Panama City Beach Convention and Visitors Bureau, Bay County, Bay District Schools, Florida Department of Transportation and The St. Joe Company entered into a Land Transfer Agreement (LTA) to set the stage for the construction of the Panama City Beach Sports Park & Stadium Complex and an additional public school on the eastern end of Breakfast Point.

Prior to execution of the LTA, the CVB purchased a 10 acre entry parcel located at 8222 Panama City Beach Parkway to facilitate this project. The St. Joe Company donated a total of 210 acres to the overall project to accommodate the sports park (150 acres) and school (50 acres). The new entrance parkway, constructed on 10 acres, will serve both facilities as well as the planned Breakfast Point subdivision.

Phase I of the project will consist of an outdoor field complex, walking/biking trails and the entrance road. Phase II expands the complex to include an indoor sports center and converts four natural grass fields to artificial turf. Phase III is for construction of the school.

Originally, the parties to the LTA did not contemplate applying for Triumph Gulf Coast funding for the construction of the first phase of the sports park or the additional public school. However, as plans for the project evolved, it became apparent that a TGC grant could further enhance the public benefit of the project.

Triumph Gulf Coast funds will be used primarily for construction of the indoor sports center, conversion of four fields from natural grass to artificial turf (to match the remaining fields), construction of the entrance parkway and improvements to the school property.

The combination of high quality visitor amenities, state-of-the-art amateur athletic fields and creative site design will set a new standard for sports complexes throughout the country.

The Outdoor Field Complex will encompass 13 fields for soccer, lacrosse, rugby, football, baseball and softball. All of the fields will be built to provide athletes with world-class playing surfaces (nine artificial turf fields and four natural grass fields). The flexible design of the fields will allow the facility to drive demand throughout the spring and fall seasons in addition to the traditional summer months.

The 109,000 square-foot Indoor Sports Center will house eight basketball courts or 16 volleyball courts, team meeting rooms, locker rooms and training/physical therapy rooms. In addition to court sports, the facility will accommodate indoor sports such as wrestling, gymnastics and cheerleading, as well as expositions and trade shows.

Expansion of Panama City Beach's publicly-owned tourism infrastructure will: (1) ensure Bay County remains competitive as a year-round tourist destination; (2) stimulate growth into new seasonal sports-related markets; (3) serve as a catalyst for private sector development; (4) generate incremental tax revenue; and, (5) increase the carrying capacity of the destination by spreading visitor demand.

In the first year of operation, the outdoor field complex will host 29 events, generate 37,023 visitor room nights and produce \$876,000 in park revenue. In year four, after the initial ramp-up period, the outdoor facility will host 39 events, generate 74,377 visitor room nights and produce more than \$1.5 million in park revenue.

Addition of the indoor sports center increases the economic impact in year one to 51 events that will generate 59,365 visitor room nights and \$1.5 million in park revenue. In year four, the combined totals for the indoor and outdoor facilities will increase to 74 events, 111,059 visitor room nights and \$2.6 million in revenue from park operations.

Over the first 10 years of operations, the Sports Park & Stadium Complex will produce a total economic impact of \$309 million. *(Economic impacts are described in detail in Section 4)*

MILESTONE	DATE
Sports Studies Completed	2013
CVB Purchase of Entry Parcel	July 2015
Land Transfer Agreement Finalized	March 2016
Financing Secured	June 2017
Proformas Completed	August 2017
Final Design Completed	January 2018
Construction Cost Negotiations Completed	January 2018
Economic Impact Analysis Completed	February 2018
Bay County Commission Final Approval	March 2018
Ground Breaking	March 2018
Grand Opening	Spring 2019

TIMELINE – PHASE I (Outdoor Fields Complex & Entrance Road)

TIMELINE – PHASE II (Indoor Sports Center & Field Conversions)

MILESTONE	DATE
Proformas Completed	August 2017
Final Design Completed	January 2018
Construction Cost Negotiations Completed	January 2018
Economic Impact Analysis Completed	February 2018
Ground Breaking	Upon TGC Award
Grand Opening	Spring 2019

- **EXHIBIT 8:** Land Transfer Agreement Panama City Beach Public School and Sports Park
- **EXHIBIT 9:** "Five Year Operating Pro Forma Outdoor Field Complex," Sports Facilities Advisory, August 2017
- **EXHIBIT 10:** "Five Year Operating Pro Forma Indoor Court Facility," Sports Facilities Advisory, August 2017
- **EXHIBIT 11**: "Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018
- **EXHIBIT 12**: LPA 16-02 (PZ 16-099) Large Scale Plan Amendment application by The St. Joe Company to Bay County Board of County Commissioners, January 17, 2017
- **EXHIBIT 13**: PZ 16-159 Zone Change Application by The St. Joe Company to Bay County Board of County Commissioners, January 17, 2017
- EXHIBIT 14: Bay County, Florida Ordinance 17-01 adopted January 17, 2017
- **EXHIBIT 15**: Bay County, Florida Ordinance 17-02 adopted January 17, 2017

3. Explain how the proposed project or program is considered transformational and how it will affect the disproportionately affected counties in the next ten (10) years.

The project, a year-round sports hub to offer players, coaches and their families an unmatched combination of elite sports competition and world-class coastal vacation experience, will be more than a sports park. It will serve as the catalyst for unprecedented and transformational economic development that will benefit visitors and the community at-large.

Triumph Gulf Coast's investment in the project will help spur more than \$200 million in new investment on the east end of Panama City Beach. Infrastructure improvements in the areas surrounding the park will attract new private capital investment in retail businesses and services to meet the economic, educational, recreation and quality of life needs of the growing market.

The project will provide a public benefit extending far beyond its boundaries and will serve as a catalyst for:

<u>Transportation System Enhancements</u>. Located directly across from the northern end of Cauley Avenue, in close proximity to the Hathaway Bridge system, the parcel of land at 8222 Panama City Beach Parkway has strategic value in addressing the region's transportation infrastructure needs.

The new access road to the sports complex provides an eastern terminus to an additional east-west traffic corridor through Panama City Beach that efficiently connects to all of the arterial roads on the east end of the Beach – U. S. Highway 98, Front Beach Road and Thomas Drive – in addition to providing access to the new school site described below.

But for the CVB's purchase of this land, it is unlikely that it would have been used for this purpose. The land was available for sale and most likely would have seen development similar to that of nearby parcels, which includes a self-storage rental facility, car wash, paint store and RV repair shop.

Easing School Overcrowding. As a result of the project, Bay District Schools will receive land to build a new K-8 school (\$40 million construction cost) to serve approximately 900 students.

U.S. Census data indicates that from 2012 to 2016, there has been a yearly increase in the total population living in Panama City Beach with a median income of over \$50,000 a year:

PANAMA CITY BEACH POPULATION & MEDIAN INCOME						
	2016	2015	2014	2013	2012	
Total population	12,333	12, 092	11, 884	11, 750	11, 623	
Median Income 53, 251 54, 406 53, 242 51, 459 50, 047						
Source: U.S. Census Bureau	Source: U.S. Census Bureau, 2011-16 & 2012-16 American Community Survey 5-Year Estimates					

Specifically, families with children ages 14 and under are a staple base that represents more than 14% of the total population:

PANAMA CITY BEACH POPULATION - AGES 14 & UNDER							
AGE	2016	2015	2014	2013	2012		
Under 5	5.4%	6.0%	5.1%	4.6%	5.2%		
5-9	4.8%	4.2%	4.1%	5.3%	5.4%		
10-14 4.1% 3.9% 5.2% 6.4% 6.1%							
Source: U.S. Cen	Source: U.S. Census Bureau, 2012-16 American Community Survey 5-Year Estimates						

As a result, elementary schools in the area are overcrowded and public recreational facilities are utilized at their capacity. The growth in these areas are predicted to continue considering the substantial economic development efforts to increase tourism while diversifying the industrial sectors to include manufacturing. These efforts are substantiated by economic data from the U.S. Census that document an increase from 2007 to 2012 in almost all of the major employer categories that drive the Panama City Beach economy, some examples being retail trade, accommodation & food service; arts, recreation & entertainment; finance & insurance; and manufacturing.

The clear economic growth trend in Panama City Beach calls for investment in projects that can augment efforts already in place to address the strain on educational and public facilities, thus improving the "quality of place" for current and future residents. Such projects include the roadway that provides access to the new elementary school planned for construction by Bay District Schools as part of the overall vision for the project property.

An investment in this road is essential to fulfill the development plan that would not only address current needs but can stimulate economic activity in the areas of recreation, tourism, residential housing and retail. **Incremental Private Sector Investment**. Due to increased access to Breakfast Point directly attributable to the project, The St. Joe Company applied for, and received approval of, an amendment to the Bay County Comprehensive Plan to include 750 hotel rooms, commercial office space (75,000 square feet) and retail space (160,000 square feet). Preliminary estimates of the company's investment in the construction of these new facilities exceed \$84 million.

Expansion of Municipal Services & Environmental Stewardship. The City of Panama City Beach will expand its reclaimed water system to provide service to the sports complex and residential and commercial customers in the surrounding area. Use of reclaimed water will decrease demand on the city's water treatment system, provide water for irrigation and other non-potable uses, lessen the impact on ground water supplies from private wells in the area and moderate the effects of discharging treated effluent to the discharge wetlands in the Panama City Beach Conservation Park.

4. Describe data or information available to demonstrate the viability of the proposed project or program.

During the 2010 BP Deepwater Horizon incident, public perception that Northwest Florida's beaches were covered with oil caused many potential visitors to look elsewhere. Panama City Beach, with its strong sports travel foundation, was able to mitigate a significant portion of the lost business from traditional "beach-centric" vacationers because athletes and their families followed through with their travel plans, reinforcing the importance of amateur athletics to the destination.

Sustained growth of sporting events (annual economic impact now exceeds \$100 million) has strained capacities of sports complexes in Bay County, creating a situation in which existing facilities are overused and not available to meet market demands. In fact, there now exists a shortage of tournament quality soccer/lacrosse and collegiate-sized athletic fields in Northwest Florida.

As a result, there is a risk that some events could start looking for a change of venue due to a lack of facilities. On the other hand, a number of sports sanctioning bodies have indicated they will grow their existing events or relocate events now held in other markets if Panama City Beach's facilities are expanded.

Meanwhile, sports-related tourism is seen as a major growth opportunity by other destinations and they have begun to aggressively develop and market new venues. Without expanding its facilities, Bay County faces the real possibility of losing existing events to other communities. Expansion of existing infrastructure will enhance the visitor experience and allow the destination to maintain its market share and reputation as "the place to play."

Based on market studies commissioned in 2008 and 2013, the TDC determined that construction of additional sports facilities is critically important to the continued growth of Panama City Beach as a year-round tourist destination.

In October 2017, the CVB engaged the services of Tourism Economics to estimate the development's positive impacts on the local economy. Tourism Economics, an Oxford Economics company, has conducted hundreds of economic impact studies and/or visitor projection models for developers, tourism associations, CVBs, state tourism offices and national tourism offices across every region of the world.

In this study, Tourism Economics performed a detailed evaluation of the economic impact of visitor spending in terms of business sales, personal income, employment and tax revenue using a regional Input-Output (I-O) model based on IMPLAN for Bay County, Florida. IMPLAN is particularly effective because it calculates three levels of impact – direct, indirect and induced – for a broad set of indicators. Key findings related to the Sports Park & Stadium Complex include:

<u>CONSTRUCTION PERIOD IMPACTS</u>. The construction phase of the project will generate an additional \$14.6 million in indirect economic output and \$18.0 million in induced economic output, resulting in a total economic impact of \$92.7 million in Bay County. This total economic impact will include \$29.7 million in total personal income, supporting 747 total (full-time and part-time) jobs.

ONE-TIME CONSTRUCTION PERIOD IMPACTS						
DESCRIPTION	DIRECT IMPACT	INDIRECT IMPACT	INDUCED IMPACT	TOTAL IMPACT		
Economic Output (\$ Millions)	\$60.1	\$14.6	\$18.0	\$92.7		
Income (\$ Millions)	\$19.6	\$4.8	\$5.3	\$29.7		
State & Local Taxes (\$ Millions)				\$2.8		
Employment	502	107	138	747		

Source: Tourism Economics (2018)

ANNUAL ECONOMIC IMPACTS. Sports complex operations and off-site ancillary spending will generate ongoing annual impacts in the regional economy. Preliminary estimates indicate that gross complex revenue will amount to \$2.5 million in the stabilized Year 4, while attendee spending at establishments and businesses outside the sports complex in Bay County will total \$38.5 million.

When combined, sports complex operations and ancillary spending will generate \$41.0 million in direct economic activity in Bay County in the fourth year of its operation, which is the first stabilized year post ramp-up period. This \$41.0 million in direct spending will generate \$10.1 million in indirect economic output and \$10.1 million in induced economic output, resulting in a total countywide economic impact of \$61.3 million. The total economic impact will include \$16.6 million in total personal income, supporting 603 (full-time and part-time) jobs.

ANNUAL ECONOMIC IMPACTS						
DESCRIPTION	DIRECT IMPACT	INDIRECT IMPACT	INDUCED IMPACT	TOTAL IMPACT		
Economic Output (\$ Millions)	\$41.0	\$10.1	\$10.1	\$61.3		
Personal Income (\$ Millions)	\$10.8	\$2.8	\$3.0	\$16.6		
State & Local Taxes (\$ Millions)	\$4.5					
Employment	453	73	77	603		

Source: Tourism Economics (2018)

Over a ten-year period, the net present value of a cumulative total economic impact will be \$309.0 million:

CUMULATIVE 10-YEAR TOTAL IMPACTS				
DESCRIPTION	NET PRESENT VALUE (\$ Millions)			
Economic Output	\$309.0			
Personal Income	\$126.0			
State & Local Taxes	\$31.0			
Employment (10 year average)	528			

Source: Tourism Economics (2018)

• **EXHIBIT 11**: "Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018

5. Describe how the impacts to the disproportionately affected counties will be measured long term.

As noted, in-depth analyses and feasibility studies support the need and likely success of the project. Key drivers include an ongoing funding mechanism already in place, multi-year agreements with event rights holders, commitments by rights holders to expand to Panama City Beach and revenue from park operations and corporate sponsorships.

Among the metrics to determine its success are facility usage rates, tournament/event participation, sales tax collections, Tourist Development Tax collections and construction/development of the area surrounding the project location.

6. Describe how the proposed project or program is sustainable. (Note: Sustainable means how the proposed project or program will remain financially viable and continue to perform in the long-term after Triumph Gulf Coast, Inc. funding.)

The Panama City Beach Sports Park & Stadium Complex will be owned by Bay County and leased to the CVB for a period of 99 years. The CVB will manage and provide the strategic direction for the project but will hire a third-party firm, Sports Facilities Management, LLC, to run the day-to-day operations.

With the exception of debt service and capital replacement costs, the project is expected to be self-sustaining after year four. The TDC has arranged financing through a 15 year loan from BBVA Compass Bank and Tourist Development Tax proceeds will be used for the debt payments, as well as any capital replacement costs that are not funded through operations.

PROJECTIONS OF PARK OPERATIONS						
OUTDOOR FIELD COMPLEX	YEAR 1	YEAR 4				
Events	29	39				
Attendance	55,158	74,178				
Visitor Room Nights	37,023	74,377				
Park Revenue	\$876,089	\$1,536,053				
INDOOR SPORTS CENTER	YEAR 1	YEAR 4				
Events	22	35				
Attendance	41,844	66,570				
Visitor Room Nights	22,342	36,682				
Park Revenue	\$631,935	\$1,031,821				
COMBINED FACILITIES	YEAR 1	YEAR 4				
Events	51	74				
Attendance	97,002	140,748				
Visitor Room Nights	59,365	111,059				
Park Revenue	\$1,508,024	\$2,567,874				

Source: Sports Facilities Advisory

- **EXHIBIT 9:** "Five Year Operating Pro Forma Outdoor Field Complex," Sports Facilities Advisory, August 2017
- **EXHIBIT 10:** "Five Year Operating Pro Forma Indoor Court Facility," Sports Facilities Advisory, August 2017

7. Describe how the deliverables for the proposed project or program will be measured.

- a) **<u>ENTRANCE PARKWAY</u>**. The deliverable for this portion of the project will be the construction of the parkway described in the Land Transfer Agreement.
- b) <u>SPORTS PARK & STADIUM COMPLEX</u>. The CVB will report to Triumph Gulf Coast, and all required parties, the economic benefit to the community derived from the combined indoor/outdoor facilities' operations, utilizing the methodology articulated in Section 5 of this application.
- c) <u>SCHOOL CONSTRUCTION</u>. The deliverable for this portion of the project will be construction of the school on property described in the Land Transfer Agreement. (NOTE: Funding of the land improvements for the school will not be requested until execution of the school construction contract.)
- d) <u>JOB CREATION</u>. Employment growth will be measured based on the IMPLAN projection of one additional job created for every 147 overnight incremental visitors to Bay County. Because the sports park will be a new asset and expand the current tourism product by opening up new markets, the total number of patrons at the new park will represent incremental visitation.

PRIORITIES

- 1. Please check the box if the proposed project or program will meet any of the following priorities (check all that apply):
 - Generate maximum estimated economic benefits, based on tools and models not *generally* employed by economic input-output analyses, including costbenefit, return-on-investment, or dynamic scoring techniques to determine how the long- term economic growth potential of the disproportionately affected counties may be enhanced by the investment.
 - ☐ Increase household income in the disproportionately affected counties above national average household income.
 - Leverage or further enhance key regional assets, including educational institutions, research facilities and military bases.
 - Partner with local governments to provide funds, infrastructure, land, or other assistance for the project.
 - Benefit the environment, in addition to the economy.
 - Provide outcome measures.

- Partner with K-20 educational institutions or school districts located within the disproportionately affected counties as of January 1, 2017.
- Are recommended by the board of county commissioners of the county in which the project or program will be located.
- Partner with convention and visitor bureaus, tourist development councils, or chambers of commerce located within the disproportionately affected counties.

2. Please explain how the proposed project meets the priorities identified above.

Agencies of local and state government view construction of the Sports Park & Stadium Complex as an opportunity to accelerate implementation of transformational improvements to public infrastructure. Benefits will be realized not just by non-resident patrons of the park but by the local community at-large, which will enjoy significant positive impact in terms of services, convenience and amenities.

For the City of Panama City Beach, the facility will stimulate development of the east end area and lead to additional revenue sources and greater utilization of water and sewer services at the city's premium rates. In addition, long-term plans for new roadways are critical to addressing traffic congestion, a natural by-product of growth but a source of frustration for residents and visitors.

The city will also realize environmental and commercial benefits from expansion of its reclaimed water system. This component of the overall project will expand service to the sports complex and residential/commercial customers in the surrounding area while improving stormwater management and drinking water quality.

Inclusion of a K-8 school in the project scope assists officials of Bay District Schools in easing overcrowding of existing facilities and meeting the future educational demands associated with the area's growth. Cooperatively, the indoor sports center will provide an off campus assembly point for students in the event of an emergency situation at the new school and can potentially serve as a large-scale venue for district or state athletic events.

The Florida Department of Transportation (FDOT) has interest in the project because associated improvements to the highway infrastructure will alleviate congestion issues and provide more efficient traffic flow.

In January 2017, the Bay County Board of County Commissioners and Florida Department of Economic Opportunity approved The St. Joe Company's application for a large scale amendment to the Bay County Comprehensive Plan and subsequent zoning change covering approximately 1,250 acres including the Sports Park & Stadium Complex and school properties.

The project plan respects the natural environment and incorporates natural features, such as wetlands and mature trees, in a way that is uncommon for newly constructed sports parks. Woven throughout the landscape will be a system of walking/cycling trails connecting to park facilities and serving as an amenity for the surrounding Breakfast Point development.

In November 2017, the Bay County Board of County Commissioners voted 5-0 to forward 19 project pre-applications (including the Panama City Beach Sports Park & Stadium Complex) to the TGC Board for funding consideration. At a subsequent regularly-scheduled meeting on January 3, 2018, commissioners further refined the list and formally endorsed 11 of the projects, including the Sports Park & Stadium Complex.

3. Please explain how the proposed project or program meets the discretionary priorities identified by the Board.

The project addresses multiple Triumph Gulf Coast priorities in that it will:

- a. Expand and diversify the publically owned tourism infrastructure to allow Panama City Beach, Bay County and the surrounding region to attract new market segments (not weather dependent) and families seeking nontraditional leisure and vacation travel experiences;
- Strengthen existing businesses, foster additional economic development, attract new private-sector capital, and drive additional demand for the region's airports;
- c. Increase the tax revenues to fund state and local governments through additional consumption taxes (state & local sales taxes, tourist development taxes) and higher property values surrounding the complex; and,
- d. Bring together a coalition of public and private-sector partners to maximize economies of scale, increase day to day utilization and spread operational costs.
- 4. In which of the eight disproportionately affected county/counties is the proposed project or program located? (Circle all that apply)

Escambia	Santa Rosa	Okaloosa	Walton (Bay	Gulf	Franklin	Wakulla
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5. Was this proposed project or program on a list of proposed projects and programs submitted to Triumph Gulf Coast, Inc., by one (or more) of the eight disproportionately affected Counties as a project and program located within its county?



If yes, list all Counties that apply:

Bay County, Florida

6. **Does the Board of County Commissioners for each County listed in response to question 5, above, recommend this project or program to Triumph?**

☑ Yes □ No

On November 7, 2017, the Bay County Board of County Commissioners voted to forward all 19 Bay County proposals to Triumph Gulf Coast for further review. At a subsequent regularly-scheduled meeting on January 3, 2018, commissioners again discussed Bay County projects and each member of the board was asked to name projects to receive formal endorsement by the commission. Any project receiving three or more recommendations was included on the list to be forwarded to Triumph Gulf Coast.

The Sports Park & Stadium Complex was among the 11 projects officially endorsed by the Bay County Board of County Commissioners at its January 3, 2018 meeting.

At its regularly scheduled meeting on March 6, 2018, the Bay County Board of County Commissioners, in a series of unanimous votes, formally approved the final project financing plan, construction contract and Land Transfer Agreement.

- **EXHIBIT 16**: Meeting Minutes, Bay County Board of County Commissioners, November 7, 2017, pp. 218-220
- **EXHIBIT 17**: Meeting Minutes, Bay County Board of County Commissioners, January 3, 2018, pp. 4-6

APPROVALS AND AUTHORITY

1. If the Applicant is awarded grant funds based on this proposal, what approvals must be obtained before Applicant can execute an agreement with Triumph Gulf Coast, Inc.?

> Panama City Beach CVB/Bay County TDC Bay County Board of County Commissioners Bay District School Board

- 2. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the entity and Triumph Gulf Coast:
 - A. Provide the schedule of upcoming meetings for the group for a period of at least six months.

The combined board of the <u>Panama City Beach CVB/Bay County TDC</u> meets on the second Tuesday of each month at 9:00 a.m. at Panama City Beach City Hall, 104 South Arnold Road, Panama City Beach, Florida. Dates of remaining 2018 meetings are as follows:

- March 13
- April 10
- May 8
- June 12
- July 10

- August 14
- September 11
- October 9
- November 13
- December 11

The <u>Bay County Board of County Commissioners</u> meets on the first and third Tuesday of each month at 9:00 a.m. at the Bay County Government Center, 840 West 11th Street, Panama City, Florida. Dates of remaining 2018 meetings are as follows:

- March 20
- April 3 & 17
- May 1 & 15
- June 5 & 19
- July 3 & 17

- August 7 & 21
- September 4 & 18
- October 2 & 16
- November 6 & 20
- December 4 & 18

The <u>Bay District School Board</u> meets on the second and fourth Tuesday of each month at 1:00 p.m. at the Nelson Building, 1311 Balboa Avenue, Panama City, Florida. Dates of remaining 2018 meetings are as follows:

- March 27
- April 10 & 24
- May 8 & 22
- June 12 & 26
- July 10 & 24
- August 14 & 28
- September 11 & 25
- October 9 & 23
- November 13 & 27
- December 11

- B. State whether that group can hold special meetings, and if so, upon how many days' notice.
 - The Bay County Tourist Development Council can hold special meetings with 48 hours' notice.
 - The Bay County Board of County Commissioners can hold special meetings of a non-emergency nature with a minimum of 10 days' notice.
 - The Bay District School Board can hold special meetings with two days' notice.
- 3. Describe the timeline for the proposed project or program if an award of funding is approved, including milestones that will be achieved following an award through completion of the proposed project or program.

PROJECT TIMELINE – PHASES I & II

MILESTONE	DATE
Sports Studies Completed	2013
CVB Purchase of Entry Parcel	July 2015
Land Transfer Agreement Finalized	March 2016
Financing Secured	June 2017
Proformas Completed	August 2017
Final Design Completed	January 2018
Construction Cost Negotiations Completed	January 2018
Economic Impact Analysis Completed	February 2018
Bay County Commission Final Approval	March 2018
Ground Breaking – Phase I	March 2018
Ground Breaking – Phase II	Upon TGC Award
Grand Opening	Spring 2019

- 4. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the entity applying for funding. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc. In addition, please attach any support letters from partners.
 - **EXHIBIT 18**: 2018 Florida Not For Profit Corporation Annual Report, Panama City Beach Convention and Visitors Bureau, filed January 25, 2018
 - **EXHIBIT 19**: Letter of Support Bay County, FL
 - **EXHIBIT 20**: Letter of Support City of Panama City Beach
 - **EXHIBIT 21**: Letter of Support Bay District Schools
 - **EXHIBIT 22**: Letter of Support The St. Joe Company

FUNDING AND BUDGET

Pursuant to Section 288.8017, awards may not be used to finance 100 percent of any project or program. An awardee may not receive all of the funds available in any given year.

1. Identify the amount of funding sought from Triumph Gulf Coast, Inc. and the time period over which funding is requested.

\$25,900,000 in TGC funding, which represents 22.4% of the total project cost, with disbursements as follows:

- a) \$4,000,000 to Bay County upon grant approval
- b) \$20,408,000 to Bay County on July 2, 2018
- c) \$1,492,000 to Bay District Schools when the district executes a contract for construction of its new school
- 2. What percentage of total program or project costs does the requested award from Triumph Gulf Coast, Inc. represent? (Please note that an award of funding will be for a defined monetary amount and will not be based on percentage of projected project costs.)

Triumph Gulf Coast's investment represents 22.4% of the total project cost

3. Please describe the types and number of jobs expected from the proposed project or program and the expected average wage.

The new Panama City Beach Sports Park & Stadium Complex will help generate demand in the shoulder season, which will not only create additional jobs in the tourism industry, but will also help stabilize overall employment by supporting existing jobs and decreasing seasonal layoffs.

Tourism Economics' IMPLAN modeling demonstrates that after the initial ramp-up period, one additional employee will be created for every 147 overnight incremental visitors to Bay County, helping generate a total of 620 additional jobs each year.

These new jobs will be comprised of both full-time and part-time employment and Tourism Economics expects the complex's operations to help reduce seasonality effects in Bay County's tourism labor market.

Within the tourism sector, the types of jobs created will be consistent with those currently existing in Panama City Beach; however, with the focus on non-summer, year-round programming, the average earnings from those positions will trend higher due to less seasonality.

Both the indoor and outdoor facilities will require the following management staff, with salaries ranging from \$20,000 - \$75,000 annually:

- General Manager
- Office Manager
- Tournament DirectorFacility Manager
- Marketing Assistant
 Administrative Support (part-time)

In addition, the sports park will employ operational staff at wages consistent with prevailing market rates, but with the promise of job stability due to less seasonality as previously noted. Positions required to successfully operate the sports park include:

- Facility Attendants
- Entry Staff

- Tournament Staff
- Food & Beverage Staff

Court/Field

Retail Staff

Employment at Bay District Schools' new K-8 school will consist of administrators, educators and support staff typical of other schools within the district.

• **EXHIBIT 11**: "Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018

4. Does the potential award supplement but not supplant existing funding sources? If yes, describe how the potential award supplements existing funding sources.

☑ Yes □ No

Since 2015, the TDC has actively worked to bring an additional outdoor field complex to fruition by addressing key components such as land acquisition, financing, business proformas and project management.

In Second Quarter 2017, the TDC advertised for bids from qualified construction companies after receiving preliminary cost estimates in the \$30-\$35 million range from its consulting firm. The concept at that time involved significant collateral activities and retail establishments in addition to the direct sports and spectator facilities. When construction bids for the park and access road came in at \$20 million above the preliminary estimate, the TDC realized it could not build the facility as originally envisioned.

During negotiations with the contractor (selected based on its ability to deliver the "best value" to the county) and the value-engineering process, it became apparent that the project focus should shift away from the collateral features and include a large and attractive indoor sports center. This increases the project's viability by more efficiently and effectively utilizing the available land, driving additional visitor demand and further diversifying the tourism economy with indoor athletic team tournaments, individual competitions, trade shows and expositions.

The refocused project still exceeds the TDC's resources; however, the timing and potential availability of supplemental Triumph Gulf Coast funding make expansion of the project to fully leverage this unique opportunity possible.

- 5. Please provide a Project/Program Budget. Include all applicable costs and other funding sources available to support the proposal.
 - A. **Project/Program Costs:**

DESCRIPTION		COST
PHASE I – SPORTS PARK & STADIUM COMPLEX		
Land Value		6,773,500
Construction		31,410,750
Design, Engineering & Administration		3,000,000
Waste Water Impact		35,000
Wetland Mitigation		497,775
	SUBTOTAL	\$ 41,717,025
ENTRANCE ROAD		
Land Value		925,500
Construction		6,807,000
Design, Engineering & Administration		400,000
Wetland Mitigation		147,712
Intersection Improvements (FDOT)		2,491,194
Utility Relocation		452,745
	SUBTOTAL	\$ 11,224,151
PHASE II – SPORTS PARK & STADIUM COMPLEX		
Field Conversions (4) – grass to artificial turf		2,400,000
Indoor Sports Facility Design & Construction		16,850,000
	SUBTOTAL	\$ 19,250,000
PHASE III – BREAKFAST POINT EAST SCHOOL		
Land Value		1,966,500
Land Improvements (fill)		1,492,000
Wetland Mitigation		56,063
Construction		40,000,000
	SUBTOTAL	\$ 43,514,563
TOTAL PROJECT COST		\$ 115,705,739

B. Other Project Funding Sources:

FUNDING SOURCE	DESCRIPTION	AMOUNT
Bay County Tourist Development Council	Financing	32,150,000
PCB Convention and Visitors Bureau	Cash	1,544,750
PCB Convention and Visitors Bureau	Land Purchase	488,500
The St. Joe Company	Land Donation	9,177,000
The St. Joe Company	Cash	2,800,000
The St. Joe Company	Mitigation Credits	701,550
City of Panama City Beach	In Kind	452,745
Bay District Schools	Financing	40,000,000
Florida Department of Transportation	In Kind	2,491,194
TOTAL APPLICANT F	\$ 89,805,739	
APPLICANT FUNDED	77.6%	

Note: The total amount requested must equal the difference between the costs in 3A and the other project funding sources in 3B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

On May 12, 2017, the Bay County Tourist Development Council approved financing of the Panama City Sports Park & Stadium Complex through a 15 year loan from BBVA Compass Bank.

On March 6, 2018, the Bay County Board of County Commissioners unanimously approved the financing plan. Loan closing is scheduled for March 13, 2018 and funds will be available to the CVB on the following day.

- EXHIBIT 23: Meeting Minutes, Bay County Tourist Development Council/Panama City Beach Convention and Visitors Bureau, Inc., May 12, 2017
- **EXHIBIT 24**: Bay County Board of County Commissioners, Agenda Item Summary: "Financing Bond Sports Park," Financing Resolution and Master Bond Resolution

Applicant understands that the Triumph Gulf Coast, Inc. statute requires that the award contract must include provisions requiring a performance report on the contracted activities, must account for the proper use of funds provided under the contract, and must include provisions for recovery of awards in the event the award was based upon fraudulent information or the awardee is not meeting the performance requirements of the award.

🗹 Yes	🗌 No
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Applicant understands that awardees must regularly report to Triumph Gulf Coast, Inc. the expenditure of funds and the status of the project or program on a schedule determined by Triumph Gulf Coast, Inc.

☑ Yes □ No

Applicant acknowledges that Applicant and any co-Applicants will make books and records and other financial data available to Triumph Gulf Coast, Inc. as necessary to measure and confirm performance metrics and deliverables.

☑ Yes □ No

Applicant acknowledges that Triumph Gulf Coast, Inc. reserves the right to request additional information from Applicant concerning the proposed project or program.

🗹 Yes 🗌 No

ADDENDUM FOR INFRASTRUCTURE PROPOSALS:

- 1. **Program Requirements**
 - A. Is the infrastructure owned by the public?

🗹 Yes	🗌 No
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B. Is the infrastructure for public use or does it predominately benefit the public?

\checkmark	Yes		No
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C. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

🗌 Yes	🗹 No
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D. Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current and future businesses.

Infrastructure improvements in the areas surrounding the park will attract new private capital investment in retail businesses and services to meet the economic, educational, recreation and quality of life needs of the growing market. Triumph Gulf Coast's investment in the project will help spur more than \$200 million in new investment on the east end of Panama City Beach.

The project will provide a public benefit extending far beyond its boundaries and will serve as a catalyst for:

Transportation System Enhancements. Located directly across from the northern end of Cauley Avenue, in close proximity to the Hathaway Bridge system, the parcel of land at 8222 Panama City Beach Parkway has strategic value in addressing the region's transportation infrastructure needs. The new access road to the project provides an eastern terminus to an additional east-west traffic corridor through Panama City Beach that efficiently connects to all of the arterial roads on the east end of the Beach – U. S. Highway 98, Front Beach Road and Thomas Drive – in addition to providing access to a new school site.

Easing School Overcrowding. As a result of the project, Bay District Schools will receive land to build a new K-8 school (\$40 million construction cost) to serve approximately 900 students.

Incremental Private Sector Investment. Due to increased access to Breakfast Point directly attributable to the project, The St. Joe Company applied for, and received approval of, an amendment to the Bay County Comprehensive Plan to include 750 hotel rooms, commercial office space (75,000 square feet) and retail space (160,000 square feet). Preliminary estimates of the company's investment in the construction of these new facilities exceed \$84 million.

- **EXHIBIT 12**: LPA 16-02 (PZ 16-099) Large Scale Plan Amendment application by The St. Joe Company
- EXHIBIT 13: PZ 16-159 Zone Chance Application by The St. Joe Company
- EXHIBIT 14: Bay County, Florida Ordinance 17-01 adopted January 17, 2017
- EXHIBIT 15: Bay County, Florida Ordinance 17-02 adopted January 17, 2017

Expansion of Municipal Services & Environmental Stewardship. The City of Panama City Beach will expand its reclaimed water system to provide service to the sports complex and residential and commercial customers in the surrounding area. Use of reclaimed water will decrease demand on the city's water treatment system, provide water for irrigation and other non-potable uses, lessen the impact on ground water supplies from private wells in the area and moderate the effects of discharging treated effluent to the discharge wetlands in the Panama City Beach Conservation Park.

- E. Provide a detailed description of, and quantitative evidence demonstrating how the proposed public infrastructure project will promote:
 - Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

Expansion of Panama City Beach's publicly-owned tourism infrastructure will: (1) ensure Bay County remains competitive as a year-round tourist destination; (2) stimulate growth into new seasonal sports-related markets; (3) serve as a catalyst for private sector development; (4) address the region's workforce development needs; (5) generate incremental tax revenue; and, (6) increase the carrying capacity of the destination by spreading visitor demand.

In the first year of operation, the outdoor field complex will host 29 events, generate 37,023 visitor room nights and produce \$876,000 in park revenue. In year four, after the initial ramp-up period, the outdoor facility will host 39 events, generate 74,377 visitor room nights and produce more than \$1.5 million in park revenue.

Addition of the indoor sports center increases the economic impact in year one to 51 events that will generate 59,365 visitor room nights and \$1.5 million in park revenue. In year four, the combined totals for the indoor and outdoor facilities will increase to 74 events, 111,059 visitor room nights and \$2.6 million in revenue from park operations.

Over the first decade of operations, the Sports Park & Stadium Complex will produce a total economic impact of \$309 million.

- **EXHIBIT 9:** "Five Year Operating Pro Forma Outdoor Field Complex," Sports Facilities Advisory, August 2017
- **EXHIBIT 10:** "Five Year Operating Pro Forma Indoor Court Facility," Sports Facilities Advisory, August 2017
- **EXHIBIT 11**: "Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018

2. Additional Information

- A. Is this project an expansion of existing infrastructure project?
 - 🗹 Yes 🛛 No
- B. **Provide the proposed beginning commencement date and number of days** required to complete construction of the infrastructure project.

PHASE I – Outdoor Field Complex

Commencement Date:	April 3, 2018
Construction Timeline:	395 calendar days to Substantial Completion

PHASE II – Indoor Sports Center

Commencement Date:	TBD
Construction Timeline:	365 calendar days to Substantial Completion

C. What is the location of the public infrastructure? (Provide the road number, if applicable.)

Access to the sports complex will be via the new Chip Seal Parkway, which will originate on CVB-owned property located at 8222 Panama City Beach Parkway, at the northern end of Cauley Avenue and in close proximity to the Hathaway Bridge system.

D. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable.)

Bay County will be responsible for maintenance of the public right-of-ways and the CVB will be responsible for all associated stormwater ponds and parkrelated maintenance and upkeep.

E. What permits are necessary for the infrastructure project? Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

U.S. Army Corps of Engineers

• Regional General Permits - APPROVED

Florida Department of Environmental Protection

- Stormwater APPROVED
- Wastewater Collection/Transmission PENDING (March 2018)
- Drinking Water Extension/Distribution PENDING (March 2018)
- Wetlands Dredge & Fill APPROVED

Bay County

- Development Order APPROVED
- F. What is the future land use and zoning designation on the proposed site of the infrastructure improvement, and will the improvements conform to those uses?

The ten (10) acre parcel acquired by the CVB for access to the property is designated as "C3 - General Commercial" and the larger parcel containing the sports park is designated as "PI – Public Institutional." According to the Bay County Planning and Zoning Division, planned improvements associated with the sports complex will conform to those designated uses.

- EXHIBIT 25: Bay County Future Land Use Map
- **EXHIBIT 26:** Bay County Zoning Map
- **EXHIBIT 27:** Site Plan Panama City Beach Sports Park & Stadium Complex

- G. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.
 - 🗌 Yes 🛛 🗹 No
- H. Does this project have a local match amount? If yes, please describe the entity providing the match and the amount.

🗹 Yes	🗌 No
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ENTITY	DESCRIPTION	AMOUNT
Bay County TDC	Financing	32,150,000
Panama City Beach CVB	Cash & Land Purchase	2,044,750
City of Panama City Beach	In Kind	452,745
The St. Joe Company	Land, Cash, Mitigation Credits	12,678,550
Bay District Schools	Financing	40,000,000
TOTAL LOCAL MATCHING FUNDS		\$87,326,045

- 1. Provide any additional information or attachments to be considered for this proposal.
 - EXHIBIT 28: Bay County Development Order 16-60
 - **EXHIBIT 29:** Request for Extension of Development Order 16-60 dated February 12, 2018
 - **EXHIBIT 30:** U.S. Army Corps of Engineers Regional General Permit SAJ-2015-03090 (GP-LSL)
 - **EXHIBIT 31**: Florida Department of Environmental Protection Permit 0349510-002-EI/03

ADDENDUM FOR WORKFORCE TRAINING PROPOSALS

- 1. **Program Requirements**
 - A. Will this proposal support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties? If yes, please identify where the campuses are located and provide details on how the proposed programs will prepare students for future occupations and at which K-20 institutions that programs will be provided.
 - 🗹 Yes 🛛 🗌 No
 - B. Will the proposed program (check all that apply):
 - Increase students' technology skills and knowledge
 - Encourage industry certifications
 - Provide rigorous, alterative pathways for students to meet high school graduation requirements
 - Strengthen career readiness initiatives
 - ☐ Fund high-demand programs of emphasis at the bachelor's and master's level designated by the Board of Governors
 - Encourage students with interest or aptitude for science, technology, engineering, mathematics, and medical disciplines to pursue postsecondary education at a state university or a Florida College System institution within the disproportionately affected counties (similar to or the same as talent retention programs created by the Chancellor of the State University System and the Commission on Education)

For each item checked above, describe how the proposed program will achieve these goals.

Bay District Schools works closely with community stakeholders to establish career pathways that meet both short- and long-term employment gaps and prepare students to become contributing members of the community.

Last year, in response to community labor shortfalls, Bay District Schools established five *Hospitality and Tourism Career Pathways* at high schools around the county to complement the four existing *Culinary Career Pathways*. Both of these programs focus on transferrable skills including

customer service, guest relations, soft skills, food presentation, food safety and marketing.

C. Will this proposal provide participants in the disproportionately affected counties with transferable, sustainable workforce skills but not confined to a single employer? If yes, please provide details.



Students enrolled in Bay District Schools' *Hospitality and Tourism Career Pathways*, as well as its *Culinary Career Pathways*, learn a variety of skills that are both general and specialized in nature. Instructional areas include customer service, guest relations, marketing, food presentation and food safety.

D. Identify the disproportionately affected counties where the proposed programs will operate or provide participants with workforce skills.

Bay County, Florida

- E. Provide a detailed description of, and quantitative evidence demonstrating how the proposed project or program will promote:
 - Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

Expansion of Panama City Beach's publicly-owned tourism infrastructure will: (1) ensure Bay County remains competitive as a year-round tourist destination; (2) stimulate growth into new seasonal sports-related markets; (3) serve as a catalyst for private sector development; (4) address the region's workforce development needs; (5) generate incremental tax revenue; and, (6) increase the carrying capacity of the destination by spreading visitor demand.

In terms of workforce development, the project's catalytic effects will provide new opportunities for students entering the job market. As Bay District Schools prepares students for careers in the tourism industry, it is critical that jobs provide assurances of year-round (and not seasonal) employment and opportunities for career progression. Local access to long-term career paths will offer citizens economic stability and, therefore, improve their overall quality of life. Bay District Schools sees this as critical to fostering healthy family environments that can change the learning profile of its most vulnerable students.

In the first year of operation, the outdoor field complex will host 29 events, generate 37,023 visitor room nights and produce \$876,000 in park revenue.

In year four, after the initial ramp-up period, the outdoor facility will host 39 events, generate 74,377 visitor room nights and produce more than \$1.5 million in park revenue.

Addition of the indoor sports center increases the economic impact in year one to 51 events that will generate 59,365 visitor room nights and \$1.5 million in park revenue. In year four, the combined totals for the indoor and outdoor facilities will increase to 74 events, 111,059 visitor room nights and \$2.6 million in revenue from park operations.

Over the first decade of operations, the Sports Park & Stadium Complex will produce a total economic impact of \$309 million.

- **EXHIBIT 9:** "Five Year Operating Pro Forma Outdoor Field Complex," Sports Facilities Advisory, August 2017
- **EXHIBIT 10:** "Five Year Operating Pro Forma Indoor Court Facility," Sports Facilities Advisory, August 2017
- **EXHIBIT 11**: "Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018

2. Additional Information

A. Is this an expansion of an existing training program? Is yes, describe how the proposed program will enhance or improve the existing program and how the proposal program will supplements but not supplant existing funding sources.



B. Indicate how the training will be delivered (*e.g.*, classroom-based, computerbased, other). If in-person, identify the location(s) (e.g., city, campus, etc.) where the training will be available. If computer-based, identify the targeted location(s) (e.g., city, county) where the training will be available.

Bay District Schools offers specialized tourism industry training at high schools throughout Bay County. In addition, students are required to complete in-field work experience and pass comprehensive exams.

C. Identify the number of anticipated enrolled students and completers.

According to Bay District Schools, there are currently 345 high school students enrolled in the *Hospitality and Tourism Career Pathways*. The *Culinary Career Pathways* currently has an enrollment of 542 high school students.

D. Indicate the length of the program (e.g., quarters, semesters, weeks, months, etc.) including anticipated beginning and ending dates.

Bay District Schools' *Hospitality and Tourism Career Pathways* and *Culinary Career Pathways* are two-year programs offered on an ongoing basis in county high schools.

E. Describe the plan to support the sustainability of the proposed program.

In-depth analyses and feasibility studies support the need and likely success of the project. Key drivers include an ongoing funding mechanism already in place, multi-year agreements with event rights holders, commitments by rights holders to expand to Panama City Beach and revenue from park operations and corporate sponsorships.

Among the metrics to determine its success are facility usage rates, tournament/event participation, sales tax collections, Tourist Development Tax collections and construction/development of the area surrounding the project location. The Panama City Beach Sports Park & Stadium Complex will be owned by Bay County and leased to the CVB for a period of 99 years. The CVB will manage and provide the strategic direction for the project but will hire a third-party firm, Sports Facilities Management, LLC, to run the day-to-day operations.

With the exception of debt service and capital replacement costs, the project is expected to be self-sustaining after year four. The TDC has arranged financing through a 15 year loan from BBVA Compass Bank and Tourist Development Tax proceeds will be used for the debt payments, as well as any capital replacement costs that are not funded through operations.

- EXHIBIT 9: "Five Year Operating Pro Forma Outdoor Field Complex," Sports Facilities Advisory, August 2017
- **EXHIBIT 10:** "Five Year Operating Pro Forma Indoor Court Facility," Sports Facilities Advisory, August 2017

F. Identify any certifications, degrees, etc. that will result from the completion of the program.

Students enrolled in the *Hospitality and Tourism Career Pathways* have the opportunity to earn a Front Desk Supervisor Certification which requires 100 hours of industry work experience in the field as well as the requirement that students pass a comprehensive exam at the end of years one and two of the program.

Students enrolled in the *Culinary Career Pathways* are engaged in learning culinary operations and will have the opportunity to earn the Safeserv Certification which is a prerequisite for working in a professional kitchen.

EXHIBITS & SUPPORTING DOCUMENTS

EXHIBIT #	DESCRIPTION
1	Panama City Beach Convention and Visitors Bureau, Inc. Independent Auditor's Report for Fiscal Year ended September 30, 2016
2	Bay County, Florida Comprehensive Financial Audit Report (CAFR) for Fiscal Year ended September 30, 2016 <i>(cover page)</i>
<u>3</u>	City of Panama City Beach Annual Financial Statements for Fiscal Year ended September 30, 2016 (cover page)
<u>4</u>	Bay District Schools Annual Financial Report for Fiscal Year 2016-17 (cover page)
5	"The St. Joe Company Reports Fourth Quarter and Full Year 2017 Results," Press Release, March 1, 2018
6	Florida Department of Transportation, Office of Work Program and Budget, Five Year Work Program, Cauley Avenue Intersection Project
7	Sports Facilities Management, LLC letter from Sams IV, CPA, PA
8	Land Transfer Agreement – PCB Public School and Sports Park
9	"Five Year Operating Pro Forma – Outdoor Field Complex," Sports Facilities Advisory, August 2017
10	"Five Year Operating Pro Forma – Indoor Court Facility," Sports Facilities Advisory, August 2017
11	"Economic Impact of the Panama City Beach Sports Park & Stadium Complex," Tourism Economics, March 2018
12	LPA 16-02 (PZ 16-099) Large Scale Plan Amendment application by The St. Joe Company to Bay County Board of County Commissioners, January 17, 2017
13	PZ 16-159 Zone Change application by The St. Joe Company to Bay County Board of County Commissioners, January 17, 2017
14	Bay County, Florida Ordinance 17-01 adopted January 17, 2017
15	Bay County, Florida Ordinance 17-02 adopted January 17, 2017
16	Meeting Minutes, Bay County Board of County Commissioners, November 7, 2017, pp. 218-220
17	Meeting Minutes, Bay County Board of County Commissioners, January 3, 2018, pp. 4-6

EXHIBIT #	DESCRIPTION
18	2018 Florida Not For Profit Corporation Annual Report, Panama City Beach Convention and Visitors Bureau, filed January 25, 2018
19	Letter of Support – Bay County, Florida
20	Letter of Support – City of Panama City Beach, Florida
21	Letter of Support – Bay District Schools
22	Letter of Support – The St. Joe Company
23	Meeting Minutes, Bay County Tourist Development Council/Panama City Beach Convention and Visitors Bureau, Inc., May 12, 2017
24	Bay County Board of County Commissioners, Agenda Item Summary: "Financing Bond Sports Park," Financing Resolution and Master Bond Resolution
25	Bay County Future Land Use Map
26	Bay County Zoning Map
27	Site Plan – Panama City Beach Sports Park & Stadium Complex
28	Bay County Development Order 16-60
29	Request for Extension of Development Order 16-60 dated February 12, 2018
30	U. S. Army Corps of Engineers Regional General Permit SAJ-2015-03090 (GP-LSL)
31	Florida Department of Environmental Protection Environmental Resource Permit #0349510-002-EI/03 (cover page)

Triumph Gulf Coast • March 2018

I, the undersigned, do hereby certify that I have express authority to sign this proposal on my behalf or on behalf of the above-described entity, organization, or governmental entity:

Name of Applicant: Panama City Beach Convention and Visitors Bureau, Inc.

2

Marc

Name and Title of Authorized Representative: Dan Rowe, President & Chief Executive Officer

2018

Representative Signature:

Signature Date:



Panama City Beach Convention and Visitors Bureau, Inc.

Financial Statements

September 30, 2016



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INDEPENDENT AUDITOR'S REPORT

Board of Directors Panama City Brach Convention and Visitors Bareeu, Inc. Panama City Beach, Florida

We have audited the accompanying financial statements of Patama City Beach Convention and Valtors Bureau, Inc., which are comprised of the statement of net position as of September 30, 2016 and the related statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to financial statements.

Management's Responsibility for the financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to financial or error.

Auditor's Responsibility

Cur responsibility is to express an opinion on these financial statements based on cur widit. We conducted our audit is accordance with suditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the taks of material misitatement of the financial statements, whether due to fraud or error. In making these tick assessments, the auditor considers internal control selevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal costrol. Accordingle, we express an such opinion. An midit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the fasancial position of Panama City Beach Consention and Visitors Bureau, Inc. as of September 38, 2016 and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with dovernment Auditing Standards, we have also issued our report dated March 24, 2017, on our consideration of the Panama Oby Beach Convention and Visitors Bureau, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of lows, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Panama City Beach Convention and Visitors Bureau, Inc.'s internal control over financial reporting and compliance.

Can, Rigger & Ingrand, U.L.C.

Certified Public Accountants Panama City Beach, Florida March 34, 2017

Panama City Beach Convention and Visitors Bureau, Inc. Statement of Net Position

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September 30, 2016	
Assets	
Cash and cash equivalents	\$ 1,386,222
Accounts receivable, net	2,345,398
Prepaid expenses	543,649
tand and construction is progress	 1,852,065
Total assess	6,134,334
Uabilities Accounts payable Accound liabilities Uncorned revenue	2,180,773 114,592 549,642
Total Rabilities	 2,845,05
Net position	1 84 7 10
Net investment in capital assets	1,852,00
Unrestricted	 1,437,29
Total net position	\$ 3,289,32

The accompanying notes are an integral part of these financial statements.

Panama City Beach Convention and Visitors Bureau, Inc. Statement of Revenues, Expenses and Changes In Net Position

Year Ended September 30, 2016	
Revenues	
Bay County TDC contract	\$ 20,095,321
Co-sp income	143,054
film commission	30,000
Hodda Sports Foundation grants	\$0,000
Special events	457,479
Miscellaneous	11,954
Indexest	1,359
Sponsorship Income	102,995
Total revenues	 10,892,162
Expenses	2023233
Accounting	38,385
Advertising	5,890,268
Automobile	5,500
Contractilation	135,823
Dues and subscriptions	69,070
Employee benefits	250,903
Faddities cental	119,838
Facility contributions	4,842,307
fontkaription	40,655
Film commission	39,900
Insurance	3,829
Internet	420,477
Legal and professional	179,577
Office	27,580
Payroll taxes	86,841
Postage	340,56
Printing	365,92
Property tax	11,61
Public relations	791,60
Repairs and maintenance	1,32
Solaries	1,234,02
Soviners	60,63
Special events	2,413,08
Spornorships	663,96
Sporting bid fees	267,15
When the B and Marks	0.000

(Centinued)

The occompanying rates are an integral part of these financial atsoments.

Panama City Beach Convention and Visitors Bureau, Inc. Statement of Revenues, Expenses and Changes In Net Position (Continued)

Year Ended September 30, 2016		
Expenses (continued) Supplies and facility improvements	\$	98,045
Trade shows		161,012
Training		4,123
Travel		6,533
Uniforms		2,939
Visitor inquiry		12,858
Total expenses		18,386,976
Charge in net position		(7,494,814)
Total net position - brginning of year		10,784,194
Total net position - end of year	5	3,289,320

The accompanying notes are an integral part of these financial statements.

1.1

Panama City Beach Convention and Visitors Bureau, Inc. Statement of Cash Flows

Net cash used in investing activities Not decrease in cash and cash equivalents	(193,768
	(1,112,368
Cash flows from Investing activities Purchase of land and construction in progress	(1,112,368
Net each provided by operating activities	918,580
Unearned revenue	 549,640
Accrued labilities	563
Accounts payable	233,673
Increase (decrease) in liabilities	1000
Accounts receivable, net Propaid expenses	300,707
(Increase) decrease le assets	7,390,804
te net cash provided by operating activities	
Adjustments to reconcile change in net position	
Change is net position	\$ (7,414,814)
Cash flows from operating activities	17,414,65

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF OPERATIONS

The Panama City Beach Convention and Visitors Bureau, Inc. (Bureau) is a corporation not-for-profit organized under Chapter 617 of the Florida Statutes whose purpose is to provide support for the Bay County Tourist Development Council, the Board of County Commissioners of Bay County, Florida, and where not in conflict with those two, the City of Panama City Beach, Florida. The Bureau is designed to (1) provide support to advance and promote tourism; (2) finance and effect beach improvement, maintenance, renourishment and restoration; and (3) serve as, operate or fund a convention and meetings bureau to promote the Greater Panama City Beaches area. The Bureau is primarily funded from the tourist development taxes collected within the Fanama City Beach Tourist Development Tax District through a contract with Bay Caunty.

For financial reporting purposes, the Bureau is considered a component unit of Bay County, Florida. The Bureau's financial statements have been disclosed in Bay County, Rorida's financial statements as a discrutely presented component unit. Discretely presented component units are reported in a separate column in Bay County, Florida's financial statements to emphasize that they are legally separate entities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Bureau have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted primary standard setting body for establishing governmental accounting and financial reporting principles. The Bureau's significant accounting policies are described below.

Measurement focus and Basis of Accounting

The term measurement focus is used to denote what is being measured and reported in the Bureau's operating statements. The Bureau is accounted for on the flow of "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of changes in net position, financial position and cash flows. All assets and fiabilities (whether current or noncurrent) associated with their activities are included and equity is reported as set position.

The term basis of accounting is used to determine when a transaction or event is recognized on the Bureau's financial statements. The Bureau uses the full account basis of accounting, with revenues recorded when earned and expenses recorded when incorred, even though actual payment or receipt may not occur until after the period enth.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position

Net position represents the difference between assets and liabilities. Net investment in capital assets consists of net capital assets. Net position is reported as restricted when there are limitations imposed on its use through the restrictions adapted by the Bureau or through external restrictions imposed preditors, grantors or laws or regulations of other governments. As of September 30, 2016, there was no restricted net position. All other net position is reported as unrestricted.

Cash and Cash Equivalents

The Bureau's cash and cash equivalents are considered to be cash on hand, demand deposits and highly liquid debt instruments with original maturities of three months or less.

Accounts Receivable, Net

All receivables are reported at their gross value and, where appropriate, are reduced by the allowance for doubthal accounts. As of September 30, 2016, there was no allowance for doubthal accounts because the bureau considers all receivables to be collectible.

Revenue Recognition

Revenue is recognized in accordance with the accrual basis of accounting. The contract untured into between the Bureau and the Board of County Commissioners for the year ended September 30, 2016 Identified the maximum amount of reinvolument available to the Bureau. Reinsburgaraents are required to conform to expenses allowed per the contract.

Property and Equipment

in 2015, the Bureau purchased land and begin the construction of a sports park. The sports park construction has continued through 2016 and is presented as construction in progress in the Bureau's financial statements. The lend and construction in progress are stated at cost and are nondepreciatile assets.

All other property and equipment used by the Bureau are the property of the Board of County Commissioners of Bay County, Florida. These assets are included in the Board's capital assets included in the financial statements of Bay County, Florida.

Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect contain reported amounts and electosures. Accordingly, actual results could differ significantly from those estimates.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Bureau is exempt from income taxes under Internal Revenue Code Section \$51(a) accept for income taxes on unrelated business income. No provision for income taxes has been made in these financial statements as there was no unrelated business income for the period ended September 30, 2016. The Bureau is not classified as a private foundation.

Date of Management's Review

In preparing the financial statements, management of the Bureau has evaluated events and transactions for potential recognition or disclosure through March 24, 2017, the date the financial statements write available to be issued.

NOTE 3 - SUPPLEMENTAL DISCLOSURE OF CASH ILOWS INFORMATION

There was no cash paid for interest or income taxes during the year ended September 30, 2016.

NOTE 4 - ACCOUNTS RECEIVABLE, NET

The Baneou had the following accounts receivable, net, as of September 30, 2016: Accounts receivable Less: Allowance for doubtful accounts	\$2,346,398
Acrounts receivable, net	\$2,146,898

The accounts receivable is comprised primarily of amounts due from they County for the remainder of the current year contract. The Bureau has no unconditional promises receivable as of September 30, 2016.

NOTE 5 - CONCENTRATIONS OF CREDIT MSK

The Bureou maintains its cash balances at financial institutions located in Bay County, Rorka, All of the Bureou's accounts are placed in basis that are qualified public depositories, as required by law (Florida Security for Public Deposits Act), Every qualified public depository is required by this law to deposit with the State Treasurer eligible colleteral equal to, or in excess of, an amount to be determined by the State Treasurer. The State Treasurer is required by this law to ensure that the Depository' funds are entirely collateralized throughout the fiscal year. In the event of failure by a qualified public depository in excess of federal depository insurance and proceeds from the sale of the securities pledged by the defaulting depository, are assessed replicit the other qualified public depositories of the same type as the depository in default. When other qualified public depositories are assessed additional amounts, they are assessed on a promata bath.

NOTE 5 - LAND AND CONSTRUCTION IN PROGRESS

The cost of land and construction in progress at September 30, 2016 of \$1,852,065, consist of \$496,453 for land and \$1,353,612 for construction in progress. The land and construction in progress are nondepreciable assets.

NOTE 7 - ECONOMIC DEPENDENCY

The Bareau is primarily funded by traces collected by the Bay County Tourist Development Council. If this support were to be discontinued, it would have a material impact on the financial operations of the Bureau.

NOTE 8 -- DEFERRED COMPENSATION PLAN

The Bureau offers a tax defensed compensation plan adopted under Section 401(ii) of the Internal Revenue Code. The Bureau makes matching contributions on eligible compensation deposited by employees as elective contributions. The Bureau metches up to 7% of eligible compensation. During the year ended September 30, 2016, the Bureau made contributions of \$50,742 to the plan.

NOTE 9 - ADVERTISING

Advertising costs are expensed as incurred. Advertising costs for the year ended September 30, 2006 were \$5,810,268.

NOTE 10 - COMPENSATED ABSENCES

The vacation leave palicy provides for full-time employees to earn between 12 and 18 hours of vacation leave each month, depending upon the type of employment, for a maximum of 216 hours per calendar year. Part-time employees accumulate vacation leave at the same rate protated for hours worked. Vacation time exerned but not used is accreded by the Bureau up to 240 hours per employee. Accred vacation as of September 30, 2016 was \$89,147. The sick leave policy provides for full-time employees to earn 8 hours of sick leave each month for a maximum of 96 hours per calendar year. Part-time employees accumulate sick leave at the same rate, prorated for hours worked. Unused sick leave is forfeited at termination of employment, therefore no smount is accred.

NOTE 11 - RELATED PARTY TRANSACTIONS

The Sureau is currently located in facilities owned and maintained by the Bry County Tourist Development Council of Bay County, Florida (TDC). The Bureau has no outstanding balances due to the TDC as of September 30, 2016. The Bureau maintains a general liability insurance policy that lists Bay County, Florida and City of Panama City Beach as additional insured parties. The Bureau is not charged for mnt or utilities.

NOTE 12 - CONTINGENCY RESERVE

The Bay County Board of County Commissioners maintains a contingency reserve for the Burers. The reserve is funded by all nervel unappropriated each carryforward amounts from tax revenues and any correct year tax revenues approved for reservation. There is no medinum reserve amount. The reserve does have a required minimum balance of \$1,000,000. This reserve may be accessed by the Burersu effer approval of the Bay County Board of County Commissioners. Funds may be withdrawn in the event of a disaster or unanticipated adverse circumstances, to minimize deficit financing of capital projects, or to address the needs from other unanticipated problems or take advantage of unanticipated eportunities. As of September 30, 2016, the County's reserve balance was \$1,147,560. **Compliance Report**



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Paname City Beach Convention and Valtors Bureau, Inc. Panama City Beach, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the linancial statements of Panama City Beach Convertion and Visitors Bureau, Inc. (a nonprofit organization), which are comprised of the statement of net position as of September 30, 2016, and the related statements of revenues, opennes and changes in net position, and cash flows for the year then onded, and the related notes to the financial statements, and have issued our report thereon dated March 24, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Panama City Beach Convention and Visitors Bareau, inc.'s Internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the droumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an epinion on the effectiveness of Panama City Beach Convention and Visitors Bureau, Inc.'s Internal control. Accordingly, we do not express an opinion on the effectiveness of Panama City Beach Convention and Visitors Bureau, Inc.'s Internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency is internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A moterial weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a materiable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and somethed on a timely basis. We consider the following deficiency in Panama City Beach Convention and Visitor Bureau's Internal control to be a material weakness;

Certain types of adjustments to the financial statements, that reflect the correction of material misstatements not identified by the Bureau's internal control, results in a material weakrets in internal control. We recommend that management implement controls to identify and prevent material misstatements.

Management's response: We have reviewed the results of the finding noted and concur with the assessment of the issue identified. We will implement the recommendation as suggested.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Parama City Baach Convestion and Valtors dureau, lac,'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed ne instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Nanagement's Response to Finding

Management of Panama City Beach Convention and Visitors Bureau, Inc.'s response to the finding identified in our audit is described above. Panama City Beach Convention and Visitors Bureau, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Furpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bureau's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Bureau's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

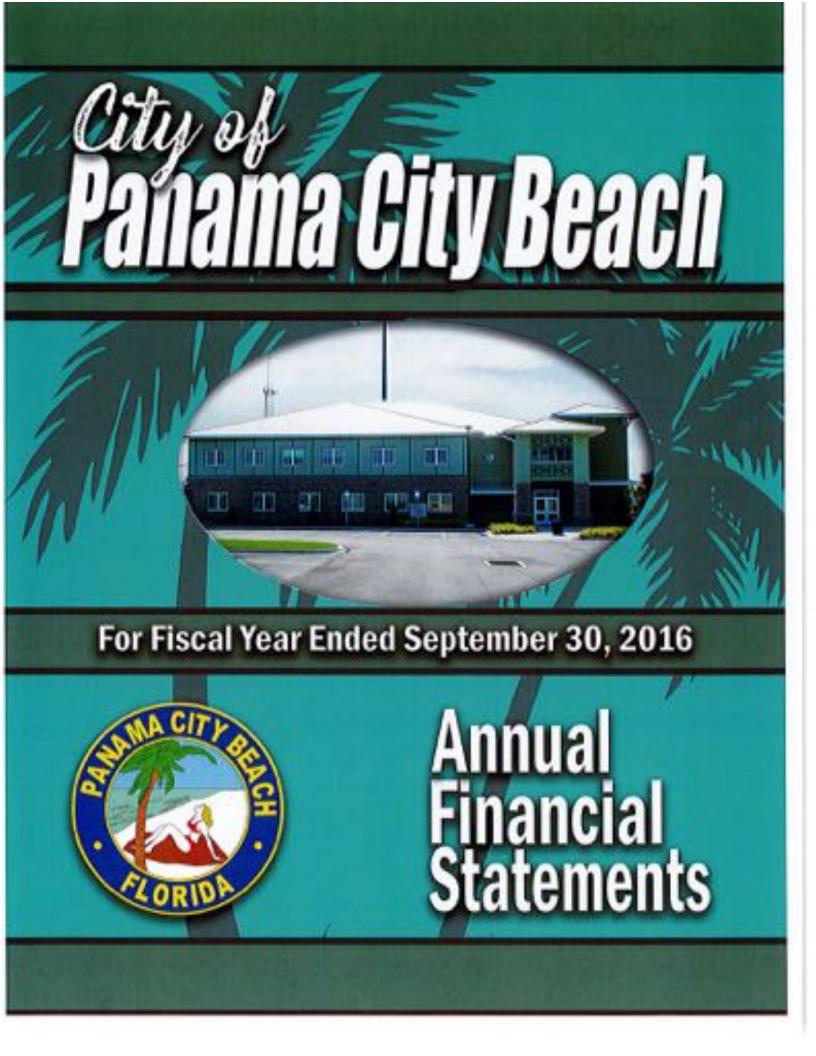
Can Rigger & Ingram, i.e.e.

Certified Public Accountents March 24, 2017



Comprehensive Annual Financial Report

FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016



FINAL ANNUAL BUDGET

BAY DISTRICT SCHOOLS

Fiscal Year 2017-2018



The St. Joe Company Reports Fourth Quarter and Full Year 2017 Results

WATERSOUND, Fis.-(BUSINESS WIRE)- The St. Joe Company (NYSE: JOE) (the "Company") today announced Net income for the fourth quarter of 2017 of \$38.5 million, or \$0.58 per share, compared with Net Income of \$2.7 million, or \$0.04 per share, for the fourth quarter of 2016. The fourth quarter of 2017 includes the previously announced sale of the Company's short term vacation rental management business, which resulted in a net gain of \$0.8 million recorded in Other income, net of expenses. In addition, the 2017 fourth quarter results include a one-time credit of \$33.5 million to re-measure the Company's net deferred tax liability as a result of the Tax Cuts and Jates Act enacted into law on December 22, 2017, which reduced the Company's federal statutory tax rate from 35% to 21% as of January 1, 2018.

For the full year ended December 31, 2017, the Company reported Net income of \$59.5 million, or \$0.84 per share compared to Net Income of \$15.9 million, or \$0.21 per share for the full year 2010. The 2017 full year results include the sale of the short term vacation rental business, the tax credit and \$26.8 million of net investment income from available for sale exolution, while the 2016 full year results include \$12.5 million in legal settlement income and \$0.2 million of net investment income from available for sale securities.

Fourth Quarter 2017 update includes:

- Total revenue for 2017 was \$21.5 million as compared to \$18.7 million in 2016 due to increases in real estate, leasing and timber, partially offset by a decrease in resorts and leisure.
- Real estate revenue increased to \$8.3 million in 2017 as compared to \$5.4 million in 2016. This increase was
 primarily related to the higher volume of lot sales in the Watersound Origins and Breaklast Point communities.
- Resorts and laisure revenue decreased in 2017 as compared to 2016. This decrease is due primarily to reduced
 vacation rental inventory based on management's decision to focus on higher yielding homes prior to the sale of the
 short term vacation rental management business in December 2017. The clubs component of this segment's revenue
 continues to climb due to increased membership revenue from The Clubs by Joe, the Company's private membership
 club.

As of December 31, 2017, the Company owned approximately 814,000 square feet of rentable commercial space, an increase of 35% from prior year period. The Company's overall lease occupancy percentage remained constant at 87% for sach of December 31, 2017 and 2016.

Other operating and corporate expenses declined in 2017 as compared to 2016. For the full year 2017, the operating and corporate expenses represented 20.6% of revenue compared to 24.0% in 2016. The Company continues to focus on a cost discipline to support bottom line performance.

As of December 31, 2017, the Company had cash, cash equivalents and investments of \$303.4 million, as compared to \$416.8 million as of December 31, 2016, a decrease of \$113.4 million. During the twelve months ended December 31, 2017, the Company used \$147.4 million to repurchase a total of 8,450,294 shares of its common stock. As of December 31, 2017, the Company had approximately 65.9 million shares of its common stock outstanding.

Financial data schedules in the back of this press release provide greater detail on business segment performance, summarizing the consolidated results, summary balance sheets, debt schedule and other operating and corporate expenses for both the fourth guarter and full year 2017 and 2016 periods.

Jorge Gonzalez, the Company's President and Chief Executive Officer, said, "We are pleased with our fourth quarter and full year 2017 results and expect positive momentum to continue into 2018. We are implementing our stated business strategy of increasing recurring revenue, focusing on developing scatable residential communities, expanding the scope of clubs and resorts assets, collaboratively working on strategic infrastructure initiatives and working on partnerships and joint ventures, all while maintaining efficient operations, liquidity and balance sheet strength. We built the 138,005 square foot building for our tenant, GRN Aerospace, which is already in the process of creating quality aerospace manufacturing jobs in our area. We completed the sale of the short term vacation rental management business in order to focus on new opportunities, such as our recent announcement of a joint venture for the development of a new hotel project in Panama City Beach to advantageously position curselves to capitalize on a changing lodging marketplace." Mr. Gonzalez added, "As we look forward to 2018, we expect to start several new projects that have been in the planning stage and therefore we anticipate our capital expenditures to increase commensurately. The new projects are expected to be focused on our commercial leasing, residential development and clubs and resorts assets."

FINANCIAL DATA

Consolidated Results (\$ in millions except share and per share amounts)

		Quarter Ended December 11,				Year. Decen		
		2017		2016		2017		2016
Revenue								
Real estate revenue	5	8.3	\$	5.4	\$	27.7	5	23.4
Resorts and leisure revenue		9.2		9.7		54.8		\$7.3
Leasing reveeue		2.7		2.4		10.7		9.8
Timber revenue		1.3		1.2	_	5.6		5.2
Total revenue	- 5	21.5	3	18.7	\$	60.0	- 5	\$5.7
Expenses								
Cost of real estate revenue		5.0		1.3		15.4		8.0
Cost of resorts and leisure revenue		9.6		9.8	6	47.8		50.2
Cost of leasing revenue		0.9		0.9		3.2		3.1
Cost of timber revenue		0.2		0.2		0.8		8.0
Other operating and corporate expenses		5.1		5.3		20.4		23.1
Depreciation, depietion and amortization		2.6		2.1	-	8.9		0.6
Total expenses		23.4		19.6		96.5		\$3.8
Operating (loss) income		(1.9)		(0.9)		2.3		1.9
Investment income, net		4.3		7.4		35.4		17.8
Interest expense		(3.0)	5	(3.0)	÷	(12.2)		(12.3)
Other income, net		10.2		1.1	1	15.0		15.2
Income before income taxes		9.6		4.6	2	41.3		22.6
income tax benefit (expense)		28.7		(2.0)		17.9		(7.1)
Net income		38.3		2.6		59.2		15.5
Net loss attributable to non-controlling interest		0.2		0.1	-	0.3		0.4
Net income attributable to the Company	5	38.5	5	2.7	-5	59.5	\$	15.9
Net income per share attributable to the Company	5	0.58	\$	0.04	5	0.84	\$	0.21
Weighted average shares outstanding	6	6.128,895	- 3	74,342,826	7	0.548,411	7	4,457,541

Summary Balance Sheet (\$ in millions)

	Decemb	er 31, 2017	Decemb	ber 31, 2016
Assets				-
Investment in real estate, net	s	332.6	\$	314.6
Gash and cosh-equivalents		192.1		241.1
Investments		111.3		175.7
Restricted investments		4.5		5.6
Income tax receivable		8.4		27.1
Claim settlement receivable		5.3		7.8
Other assets		47.1		38.4
Property and equipment, net		11.8		9.0
investments held by special purpose entities	1.12	207.9	100	205.6
Total assets	5	921.0	5	1.027.9

Jabilities and Equity				
Debt	\$	55.6	5	55.6
Other liabilities		47.3		413
Deferred tax liabilities, net		49.0		68.1
Senior Notes held by special purpose entity		176.5		176.3
Total liabilities		328.4		341.
Total equity		562.6		686.
Total liabilities and equity	5	921.0	5	1,027.1

Debt Schedule (\$ in millions)

	Decembe	r 31, 2017	Decembe	r 31, 2016
Pier Park North joint venture loan	\$	46.8	\$	47.5
Community Development District debt		7.2		7.5
Construction loan		1.6	S	
Total debt	- 5	55.6	5	55.0

Other Operating and Corporate Expenses (\$ in millions)

	the second se				ember 31,			
	21	47	25	310	2	017	2	916
Employee costs	5	1.7	\$	1.8	\$	6.9	\$	7.1
401(k) contribution	1.11	**		· +=		1.2	100	1.4
Non-cash stock compensation costs		++		-		0.1	-	0.1
Property taxes and insurance		1.1		1.3	_	5.2		5.6
Professional fees		0.7	-	1.2		2.9		5.0
Marketing and owner association costs		0.5		0.5		1.5		1.5
Occupancy, repairs and maintenance		0.2		0.2		0.0		0.7
Other		9.9		0.3		2.0		1.7
Total other operating and corporate expense	- 5	5.1	5	5.3	5	20.4	\$	23.1

Additional Information and Where to Find it

Additional information with respect to the Company's results for the fourth quarter and full year 2017 will be available in a Form 10-K that will be filed with the Securities and Exchange Commission, which can be found at the SEC's website wmm.tec.gov.

Important Notice Regarding Forward-Looking Statementa

Certain statements contained in this press release, as well as other information provided from time to time by the Company or its employees, may contain forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "guidance," "anticipate," "estimate," "expect, "forecast," "project," "plan," "intend," "believe," "confident," "may," "should," "can have," Tikely," "future" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. Examples of forward-looking statements in this press release include statements regarding the implementation of our business strategy; our positive momentum headed into 2018; increases in membership revenue from The Clubs by Joe; our continued cost discipline to support bottom line performance; our exploration of opportunities in a changing lodging business in our local market; our joint venture for a new hotel development; our articipated capital expenditure increases in 2018 in order to grow recurring revenue from commercial leases, residential apartments and hotels; and our continued maintenance of low overhead expenses. Any such forward-looking statements are not guarantees of performance or results, and involve risks, uncertainties (some of which are beyond the Company's control) and assumptions.

The Company wishes to caution readers that, although we believe any forward-looking statements are based on reasonable. assumptions, certain important factors may have affected and could in the future affect the Cempany's actual financial results and could cause the Company's actual financial results for subsequent periods to differ materially from those expressed in any forward-looking statement made by or on behalf of the Company, including (1) any changes in our strategic objectives or our ability to successfully implement such strategic objectives. (2) any potential negative impact of our longer-term property development strategy, including losses and negative cash flows for an extended period of time if we continue with the self-development of recently granted entitlements; (3) significant decreases in the market value of our investments in securities or any other investments; (4) our ability to capitalize on strategic opportunities presented by a growing retirement demographic; (5) our ability to accurately predict market demand for the range of potential residential and commercial uses of our real estate, including our VentureCrossings holdings; (6) volatility in the consistency and pace of our residential real estate sales; (7) any downtums in real estate markets in Florida or across the nation; (8) our dependence on the real estate industry and the cyclical nature of our real estate operations; (9) our ability to successfully and timely obtain land use entitlements and construction financing, maintain compliance with state law requirements and address issues that arise in connection with the use and development of our land, including the permits required for mixeduse and active adult communities; (10) changes in laws, regulations or the regulatory environment affecting the development of real estate; (11) our ability to effectively deploy and invest our assets, including our available-for-sale securities; (12) our ability to effectively manage our real estate assets, as well as the ability of our joint venture partner to effectively manage the day-to-day activities of the Plar Park North joint venture; and (13) increases in operating casts, including costs related to real estate taxes, owner association fees, construction materials, labor and insurance, and our ability to manage our cost structure; as well as, the cautionary statements and risk factor disclosures contained in the Company's Securities and Exchange Commission filings including the Company's Annual Report on Form 10-K for the year ended December 31, 2017, which can be found at the GEC's website www.sec.gov. The discussion of these risks is specifically incorporated by reference into this press release.

Any forward-locking statement made by us in this press release speaks only as of the date on which it is made. We undertake no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

About The St. Joe Company

The St. Joe Company together with its consolidated subsidiaries is a real estate development, asset management and operating company with real estate assets and operations currently concentrated primarily between Tallahassee and Destin, Florida. More information about the Company can be found on its website at www.joe.com.

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New source version on businesswire.com: http://www.businesswire.com/news/home/20150301006332/en/

The St. Joe Company Investor Relations Contact: Marek Bakun, 1-866-417-7132 Chief Financial Officer Marek Bakun@Joe.Com

Source: The St. Joe Company

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Five Year Work Program

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233012000	P.E. CONTRACT EXECUTED	07/1402016 A	D011412018 A		
200052000	REGARST FOR AUTHORIZATION	27714/2210 A	01114/2016 A		
010503000	REQUEST FOR AUTHORIZATION	17H5/2016 A	0715/2016 A		
241010000	SAVE TV RECOMMENDATIONS	A preparitie	0715/2015 A		
153010000	PRIMENT SURVEY	A 8100/01/51	07/19/2016 A		
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234002080	NOTICE TO PROCEED	6N29-2016-A	0729/2016 A		
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130030000	ENVERONMENTAL REEVALUATION	A 91005040	08/02/2016 A		
328010000	SLEMIT UT&ITY DATA	A 9100-5948	E&10212016 A		
107010000	PAVEMENT DESIGN	05/05/2016 A	D81062016 A		
2980220000	COMMUNITY AWARE PLAN COMPLETE	48/26/2016 A	08126/2016 A		
106010800	DESIGN SURVEY	A, 010C00046	08/20/2018 A		
106/20000	DESIGN BURNEY	A, 8/19(7)(2)(8)	09/20/2015 A		
247010000	LOCAL COVERNMENT AGREEMENT	A 01000344	08/29/2016 A		
362000000	PREPARE PHILIPS/DESIGN PLN	A 81020686	13/12/2016 A		
2000110000	TWINCAL SECTION APPROVED	A 919274030	05/31/2916 A		
264010000	LITEITY CONTACT	A-8102/27/09	09/15/2016 A		
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294010000	PROCESS EXCEPTIONS/WRIANCE	11/30/0016 A	1 V30(2016 A		
348610000	PARTNERSHIP MEETING	13/05/2016 A	12/05/2018 4		
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272010080	FRE PERMITS	12/15/2016 A	12/15/2010 4		
262020000	CONDUCT PUBLIC HEARING	A 81095557	12/22/2016 4		
182010000	PEQUEER BROOF MIMIER	A 31007561	13/27/2016 4		
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303010000	PHASE IT PLANS REVIEW	62/03/2017 A	62/52/20/17 A
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1979990000	CONST. ESTIMATE UPDATE	A 1105/61193	A 110516-63
126010300	UTILITY RELOCATION	A 71026153	05/06/2017 A
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Melvin L. Sams IV, CPA managing associate

March 2, 2018

Panama City Brach Convention & Visitors Bureau, Inc. 17001 Panama City Brach Parkway Panama City Brach, FL 32413 Attn. Dan Rowe, President

Re: Sports Facilities Management, LLC

Dear Mr. Rowe:

I have been the CPA and tax preparer for Sports Facilities Management, LLC's (SFM) for the past 4 years. I am currently in the process of preparing the 2017 corporate income tax return for SFM. Based on my familiarity with the company and my review of its 2017 results, I can confirm that they have had a profitable year. SFM has always maintained a solid working capital position, as well as a long standing positive history with their bank, USAmeribank. As a result of this, I cannot foresee any problem with their ability to complete a project for the Panama City Beach Convention & Visitors Bureau of any size.

At SFM's request, we would be happy to sit down with you and discuss this in more detail.

Please let me know of anything else we can do to help.

Sincerely,

Melvin L. Sams IV, CPA

PANAMA CITY BEACH PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT

THIS LAND TRANSFER AGREEMENT, made and entered as of the 29th day of March. 2016, by and between the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation not-for-grofit ("CVB") and THE SCHOOL BOARD OF BAY COUNTY, FLORIDA, a body corporate created and existing pursuant to s. 4, Art. IX of the florida Constitution ("School Board"). THE ST. JOE COMPANY, a Florida corporation for-profit ("St. Joe"), the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), the FLORIDA DEPARTMENT OF TRANSPORTATION ("DDT") and joined by the BAY COUNTY TOURIST DEVELOPMENT COUNCE, an advisory agency of Bay County created and existing pursuant to s. 125.0104, Florida Statutes (the "TDC").

WITNESSETH:

WHEREAS, St. Joe is, inter olio, a real estate development, asset management and operating company with real estate assets currently concentrated primarily between Tallahassee and Destin, Florida, which it predominantly uses, or intends to use, for or in connection with, its various residential or commercial real estate developments; and

WHEREAS, St. Joe is currently developing its lands on the eastern end of Panama City Beach in Bay County, Florida, and lying north of Highway 98; and

WHEREAS, the eastern and undeveloped end of St. Joe's land on the eastern end of Panama City Beach in Bay County, Florida, and lying north of Highway 98 has no access to Highway 98; and

WHEREAS, St. Joe has facilitated the development of public schools on Panama City Beach, including Breakfast Point Academy, and foresees the need of an additional school on the eastern end of Panama City Beach to serve the long term needs of the public and residents of the St. Joe's developments on the eastern end of Panama City Beach; and

WHEREAS, the School Board has determined that there is a need for additional school capacity and public school facilities to serve rapid growth on the western side of Bay County and that the location envisioned by this Agreement is a proper location for that school; and

WHEREAS, the TDC is an advisory agency of Bay County where sale responsibility is to recommend and supervise the uses of the tourist development tax revenue (commonly called the bedtax) collected by Bay County; and

WHEREAS, the TDC has determined and incorporated in its 2020 Strategic Plan for Tourism Development the continued diversification of its tourism product to create additional demand through new sports and event venues designed to drive increased destination appeal while discouraging increased road traffic in peak visitation periods; and

WHEREAS, the CVB is an instrumentality of the County incorporated as a domestic corporation not-for-profit in 1998 by the Chairman of the Bay County Board of County Commission, the Mayor of the City of Panama City Beach ("City") and the Chairman of the TDC; and WHEREAS, the CVB was organized to be operated exclusively to request, receive, hold, invest and administer property and to manage and make expenditures for the operation of the activities, services, functions and programs of the TDC which relate to the promotion of national and international tourism for Paname City Beach and Bay County; and

WHEREAS, beginning with the initial construction of sournament class facilities at Frank Brown Park by the City, and thereafter as operated and promoted by the TDC and the CVB and the City, sports tourism has become an essential, rapidly expanding and family oriented year-round, leisure destination draw for Panama City Beach and Bay County; and

WHEREAS, upon recommendation of the TDC the County has contracted annually with the CVB to premote Bay County and Panama City Beach tourism, including capital expenditures to develop a sport venue to supplement Frank Brown Park, attract new classes of sporting events and tournaments and provide related family activities; and

WHEREAS, the CVB has commissioned a study by the National Association of Sports Commissions, dated June 7, 2013, that confirms the determination of its own Board of Directors that current demand for sports tourism fields will support the addition of new baseball fields and that latent demand exists to support new rectangular fields, especially if those new fields are developed in a unique, state of the art, world class facility which combines open practice and spectator spaces with a variety of family activities and concessions, and moreover has room to expand to support and accommodate the expansion of sports events which attract tourists ; and

WHEREAS, St. Joe has offered to donate a parcel of approximately 210 acres of land on the east end of its undeveloped lands on Panama City Beach, north of Highway 98, for the development of a new, sports tourism venue (the "Sports Park") a new, public school (the "School"); a new fire station (the "Fire Station") and a new road connecting the Sports Park, the School and the Fire Station with the southern boundary of St. Joe's land near Highway 98; and

WHEREAS, in exchange for St. Joe's land, the CVB has offered to provide land to connect the southern boundary of St. Joe's land with Highway SB in order to provide vehicular and pedestrian access to the Sports Park site, the School site, the Fire Station site and the eastern end of St. Joe's lands, and to construct that new road and roadside customary utilities at no expense to St. Joe; and

WHEREAS, in order to facilitate this transaction, the CVB has purchased and owns property connecting St. Joe's land with Highway 98; and

WHEREAS, the CVB is preparing plans and specifications for construction of that new road, as more particularly defined in the body of this Agrooment, and for construction of the Sports Park (the "Sports Park Plans and Specifications"); and

WHEREAS, that new road will cortain a roundabout to provide separate access to the Sports Park site, the School site and St. Joe's lands; and

WHEREAS, a professionally conducted traffic analysis based upon the projected traffic to be generated by the School and the Sports Park indicates that the respective uses will be substantially equal along that segment of the new rood connecting Highway 98 to and through the roundabout (the "Entrance Road" as more particularly described in Paragraph 15); and

WHEREAS, the CV8 acknowledges that enhancing the image and the brand of Panama City Beach and in particular the Sports Park as a world-class sports and leisure destination requires significantly more landscaping along the Entrance Road than the School Board would normally place if that road were to serve only the School; and

WHEREAS, St. Joe also desires enhanced landscaping along the Entrance Road which it plans to eventually serve as an entrance to the eastern end of its lands; and

WHEREAS, the parties acknowledge that at some point in the future the public will require a five station be located on the Entrance Road and St. Joe agrees that a portion of the 210 acres to be donated by St. Joe pursuant to this Agreement may be used for a fire station to be built by the County or the Gity at some point in the future when needed; and

WHEREAS, the parties desire to establish a legally binding framework to secure the St. Joe's donation of the lands, assign respective roles and responsibilities relating to development of the School, the Sports Park and the Entrance Road, and also to allocate unforeseen risks.

NOW THEREFORE, in consideration of reliance upon these presents and the respective benefits to be realized by each party, the undersigned agree:

- 1. The forgoing recitals are true, materially complete and not misleading.
- St. loe warrants and regresents to the School Board, the County and the CVB that it holds fee simple title to all the lands to be donated by it, free of all liens and encumbrances except taxes and assessments, if any, for the current year.
- 3. As part of the 210 acres, St. Joe agrees to convey to the School Board, or its assignce as may be necessary to finance in whole or in part the School through the sale of Certificates of Participation ["COP's"], the property sketched and designated "Schoel Property" upon attached and incorporated Exhibit A (the "School Property") consisting of 45.56 acres more or less, the exact description to be defined by an accurate survey, upon the terms and conditions set out in this Agreement. Conveyance will be by warranty deed in the form of attached and incorporated Exhibit 8, excepting only taxes and assessments for the current year and matters agreeable to the School Board. The deed shall contain a restrictive covenant running with the land []] that construction of the School shall commence within three (3) years of conveyance, and (ii) that the property will be subject to the same restrictions and exceptions therefrom contained in that certain deed dated April 19, 2007. and recorded in Bay County Official Records Book 2913 at page 1226, by which St. Joe conveyed to the School Board the property for the Breakfast Point Academy. St. Joe shall provide such documentation reasonably requested by the School Board to facilitate COP financing. The School Board shall pay all transfer taxes and recording fees. St. ace shall pay at closing real estate taxes and assessments for the current year pro-rated through Closing. (as defined below).

- 4. As part of the 210 acres, St. Joe agrees to convey to the County the property sketched and designated "Sports Park Property" upon attached and incorporated Exhibit A (the "Sports Park Property*) consisting of 151.28 acres more or less, the exact description to be defined by an accurate survey, upon the terms and conditions set out in this Agreement. Conveyance will be by warranty deed in the form of attached and incorporated Exhibit C. excepting only taxes and assessments for the current year and matters agreeable to the County upon recommendation of the TDC. The deed shall contain a restrictive covenant running with the land for a stated term of thirty (30) years commoncing with conveyance (i) that construction of the Sports Park shall commence within three [3] years of conveyance, and (ii) that the property always shall be used as a sports park or sports facility, and (iii) that the grantee, or its successor in title, after written notice and opportunity to cure given to it by St. Joe shall re-convey the property to St. Joe if either of the forgoing covenants are not fulfilled. St. Joe shall provide such documentation reasonably requested by the CVB or the County to facilitate financing construction of the Sports Park. The CVB shall pay all transfer taxes and recording fees. St. Joe shall pay at closing real estate taxes and assessments for the current year pro-rated through Clesing.
- 5. Simultaneously with the receipt of title to the Sports Park Property, the County shall lease the Sports Park Property to the CVB for a term of 99 years for one dollar per year, payable in advance (for a total payment of \$99.00), to be operated generally as contemplated by the TDC 2020 Strategic Plan and the January 12, 2016 Master Plan for the Sports Park, pursuant to a lease in materially the form attached, incorporated and marked <u>Exhibit D</u> or alternatively, the County and the CVB may agree to terminate the lease and authorize the CVB or a third party to manage the Sports Park on behalf of the County for materially the same purposes expressed in Exhibit D for a minimum term of three (3) years.
- 6. As part of the 210 acres, SL Joe agrees to convey to the City the property sketched and designated "Fire Station Property" upon attached and incorporated Exhibit A (the "Fire Station Property") consisting of two (2) acres more or less, the exact description to be defined by an accurate survey, upon the terms and conditions set out in this Agreement. Conveyance will be by warranty deed in the form of attached and incorporated Exhibit M. excepting only taxes and assessments for the current year and matters agreeable to the County. The deed shall contain a restrictive covenant running with the land for a stated term of thirty (30) years commencing with conveyance (i) that construction of the Entrance Road shall commence within three (3) years of conveyance, and (ii) that the property shall be developed and used for no purpose other than a fire station, and (ii) that the grantee, or its successor in title, after written notice and opportunity to curv given to it by St. Joe shall re-convey the property to St. Joe if either of the forgoing covenants are not fulfiled. The City shall pay all transfer taxes and recording fees. St. Joe shall pay at closing real estate taxes and assessments for the current year pro-rated through Closing.
- 7. As part of the 210 acres, St. Joe agrees to convey and dedicate to the County, or to the City if the subject properties have been annexed into the City, for public pedestrian and vehicular access and all customary utilities, the property sketched and designated "210 ROW" upon the attached and incorporated <u>Exhibit A</u>"| consisting of eleven [11] acres more or less, the exact description to be defined by an accurate survey, upon the terms and conditions set out in this Agreement (the "210 ROW"). The 210 ROW will connect the northern boundary of the Access Parcel with both the School Property and the Sports Park.

Property and will contain the roundabout. Dedication of the 210 ROW will be by deed of dedication in the form of attached and incorporated <u>Exhibit E</u>, excepting only taxes and assessments for the current year and matters agreeable to the County or City as grantee. The Grantee shall pay any transfer taxes and recording fees. St. Ice shall pay at closing real estate taxes and assessments on the 210 ROW for the current year pro-rated through Closing.

- 8. The School Board and the CVB at their respective expanse, shall make whatever examination of title to the School Property, the Sports Park Property and the Entrance ROW that they or either may choose, and either shall be entitled to deliver written notice to St. Joe of any defects that make any title unmarketable. St. Joe shall use its best efforts to cure the defects as expeditiously as practicable and at its expense; provided however, that if St. Joe elects not to cure any such defect in title, then the School Board or the CVB, or both, shall elect for their respective parcels, by written notice delivered to St. Joe within twenty (20) days after St. Joe's election, either (i) to waive such defect and acquire the parcel subject to such uncured defect, or (ii) to terminate this Agreement.
- 9. The CVB agrees to dedicate to County, or to the City if the subject properties have been annexed into the City, for public pedestrian and vehicular access and all customary utilities, the property sketched and designated "Access ROW" upon the attached and incorporated <u>Exhibit A</u>, upon the terms and conditions set out in this Agreement (the "Access ROW"). Dedication of the Access ROW will be by deed of dedication in the form of attached and incorporated <u>Exhibit F</u>, excepting only taxes and assessments for the current year and matters agreeable to the County or City, as appropriate. The CV8 shall pay any transfer taxes and recording fees.
- 10. The Access ROW lies across a parcel of land acquired by the CVB for this Agreement and which is sketched and designated "Access Parcel" upon the attached and incorporated <u>Exhibit A</u> (the "Access Parcel"). Simultaneously with the acquisition of the Access Parcel, the CVB acquired a separate and remote parcel of land held by the same vendor and offered together with the Access Parcel (the "Off-Site Parcel"). The Off-Site Parcel is legally described upon attached and incorporated <u>Exhibit G</u>.
- 11. The CVB shall grant St. Joe a right of first refusal to purchase the Access Parcel, or the developable portion thereof, subject to the Access ROW, in the event the CVB or a subsequent owner of the Access Parcel desires to sell the Access Parcel or the developable portion thereof. That right of first refusal shall be subordinate to or exclude any retained right of the CVB to repurchase or lease the Access Parcel, or any developable portion thereof, from the County, and that right of first refusal shall be in materially the form attached, incorporated and marked Exhibit H.
- 12. Subject to the dedication of the Access ROW and St. Joe's right of first refusal, the CVB agrees to convey by special warranty deed to the County all its right title and interest in the property legally described and designated "Access Parcel" upon the attached and incorporated <u>Exhibit A</u>, together with its interest in the Off-Site Parcel. The deed shall be in materially the form attached, incorporated and marked <u>Exhibit L</u> and shall reference the option separately stated but concurrently retained as described in the following paragraph.

- 13. The CVB shall reserve the right and option to lease back from the County the Access Parcel for a term of years ending 99 years after delivery of Exhibit I, for the sum of one dollar (\$1) per year payable in advance upon delivery of lease, which lease shall provide that the property will be used only for such tourism promotion purposes as the CVB, with the concurrence of the TDC, shall determine.
- 14. The County, TBC and CVB agree that if the Access Parcel is ever sold the proceeds of sale shall be deposited in the Bay County Fund 125 (or superseding equivalent) in trust nevertheless and restricted to be used solely for tourism promotion.
- 15. The CVB shall construct a road within the Access ROW and the contiguous 210 BOW, including sidewalk(s) and vehicular surfaces meeting or exceeding County specifications, landscaping, BII, lighting, underground utilities, signage, stormwater facilities and all other improvements necessary or convenient to provide public access to the Sports Park and the School, as generally shown or described in the typical cross section attached, incorporated and marked <u>Exhibit J</u> (the "Entrance Road"). The Entrance Road shall connect Highway 98 with the roundabout providing divergent access to the Sports Park, the School and St. Joe's lands. The Entrance Road shall include that roundabout, all Highway 98 intersectional improvements not undertaken by the Horida Department of Transportation, and shall include all associated signage and signalization required or desired. St. Joe shall have the right to approve the aesthetic design and size, but not content, of signage visible from Highway 98 which approval shall not be unreasonably withheld.
- 16. The Florida Department of Transportation ("DOT") will construct, within its right of way, such improvements to the roadway and the existing intersection of Cauley Avenue and Highway 98 as may be warranted for the connection of the Entrance Road to Highway 98. Any work by any other party within the DOT right of way will require such permits as are required by rule or regulation.
- 17. The CVB will meet or exceed the County's minimum regulatory requirements for the design of the Sports Park and the Entrance Road and the City's minimum requirements for water and server utilities, and agrees to consult with St. Joe regarding those plans and specifications (the "Entrance Road Plans and Specifications").
 - 18. The Entrance Road Plans and Specifications will include portions of landscaping and irrigation desired by St. Joe and the CVB which will exceed the standards typically utilized by the School Board and for which the School Board shall not be responsible. The CVB will obtain the written concurrence of St. Joe with the overall landscaping plans for the Entrance Road, and the written concurrence of the School Board with that portion of landscaping plan for which the School Board shall not be responsible. The several concurrences of St. Joe and of the School Board shall not be unreasonable. The several concurrences of St. Joe and of the School Board shall not be unreasonably withheld or delayed. Material conformance with the style or character expressed in St. Joe's "Design Guidelines for Corridor Visual Management" dated September, 2003, prepared by Patrick Hodges Landscape Architecture consisting of thirty (30) sheets shall be deemed concurrence by St. Joe and written concurrence thall not be necessary. The portion of the landscaping plan for which the School Board shall not be responsible (the "Extraordinary Landscape Expense") shall be the sole responsibility of the CVB.

- 19. In consideration of the CVB purchasing the Access Parcel, the School Board shall use its best efforts to place the primary parking lot for the School as close the Sports Park parking lot as possible, to design and construct such double fencing or double gates or such other security measures as may be necessary or useful to permit public use of that lot at designated times when not needed by the School, to negotiate a workable Joint Parking Lot Use Agreement with the CVB, and to seek and obtain approval of the joint use by the Department of Education if required.
- 20. The location of the roundabout shown upon Exhibit A is an approximation in order to facilitate development of the School site plan. As part of the Sports Park, the CVB shall be solely responsible for designing, permitting and constructing the road and utility connections between the Entrance Road roundabout and the Sports Park Property to be located within the property, if any, illustrated and designated "Sports Park Road ROW" upon attached and incorporated Exhibit A [the "Sports Park Road ROW]. As part of the School, the School Board shall be solely responsible for designing, permitting and constructing the road and utility connections between the Entrance Road roundabout and the Sports Park Road ROW" upon attached and incorporated Exhibit A [the "Sports Park Road ROW]. As part of the School, the School Board shall be solely responsible for designing, permitting and constructing the road and utility connections between the Entrance Road roundabout and the School Property to be located within the property, if any, illustrated and designated "School Road ROW" upon attached and incorporated Exhibit A [the "School Road ROW"]. Similarly, St. loe will be solely responsible for the connection of its lands to the roundabout at a time of its choosing.
- 21. The Sports Park is described generally as Phase One and subsequent phases of the Master Plan dated January 12, 2016, prepared by The Sports Force and approved by the CVB on January 9, 2016, which Master Plan is incorporated herein by reference and approved in concept by each party to this Agreement.
 - 22. The following transactions shall simultaneously occur at a mutually convenient time and place no less than 20 days after all of the Conditions to the Sports Park Closing set forth in this agreement have occurred or been met (the "Sports Park Closing"):
 - Conveyance of the Sports Park Property from St. Joe to the County.
 - b. Lease of the Sports Park Property by the County to the CVB:
 - c. Conveyance and dedication of the 210 ROW by St. Joe to the County or the City;
 - Conveyance and dedication of the Access ROW by the CVB to the County or the City;
 - e. CVB grant to St. Joe of right of first refusal to purchase Access Parcel, subject to the Access ROW and the CVB's right to lease or repurchase.
 - Quit claim of the Access Parcel from the CVB to the County subject to St. Joe right of first refusal;
 - g. Quit claim of the Off-Site Parcel from the CVB to the County;

- % CV8 option to repurchase or lease the Access Parcel, or developable portion thereof, from the County.
- 23. The Conditions to the Sports Park Closing are:
 - The County, upon recommendation of the TDC, shall have accepted in writing the condition of title to the Sports Park Property.
- b. The County or the City, whichever shall be the grantee, shall have accepted in writing the condition of title to the 210 ROW and the Access ROW and the Fire Station Parcel.
- c. The County or the City, whichever shall be the grantee of the Access ROW and the 210 ROW shall have agreed in writing that if and when construction of the Entrance Road is completed in accordance with the procedures specified in this agreement that the Entrance Road will be immediately accepted by it.
- d. The CVB shall have entered a contract to permit and construct the Entrance Road in accordance with the Entrance Road Plans and Specifications and demonstrated to St. Joe's reasonable satisfaction (i) the financial resources needed to fund construction, (ii) the qualifications of the construction contractor selected by the CVB through a competitive process during which St. Joe will be consulted, and (iii) the commitment of a qualified firm or perion to administer the construction delivery contract.
- e. The CVB shall have in hand final construction plans and specifications to construct the Sports Park, including all related improvements such as parking lots, stormwater and site work.
- f. The CVB shall have entered a contract to permit and construct the Sports Park in accordance with the Sports Park Plans and Specifications and demonstrated to St. Joe's reasonable satisfaction (i) the financial resources needed fund construction, (iii) the qualifications of the construction contractor selected by the CVB, and (iii) the commitment, of a qualified firm or person to administer the construction delivery contract.
- g. The CVB has provided such other documentation reasonably requested by St. Joe displaying CVB's intent to proceed with construction of the Sports Park on the Sports Park Property and the construction of the Entrance Road.
- Accurate surveys and metes and bounds description s of all parcels and rights of way shown upon <u>Exhibit A</u> have been made.
- 24. The following transactions shall simultaneously occur at a mutually convenient time and place no less than 20 days after all of the Conditions to the School Closing set forth in this agreement have occurred or been met [the "School Closing"].
- a. Conveyance of the School Property from St. Joe to the School Board.
- b. Execution of the Joint Parking Lot Use Agreement between the CVB and the School Board unless, despite the best efforts of the School Board, security issues preventing the joint use cannot be overcome.

- 25. The Conditions to the School Closing are:
 - The Sports Park Closing shall be competed or occur simultaneously with the School Closing.
 - The School Board shall have accepted in writing the condition of title to the School Property.
- c. The School Board shall have entered a contract to prepare final construction plans and specifications to construct a public school to be owned and operated by the School Board, including related improvements such as parking lots, internal roads and walks, stormwater facilities and site work.
- d. The School Board, in consultation with its financial advisor, bond counsel and general counsel shall have developed and approved a plan to finance construction of the School by the sale of COP's to a commercial or investment bank.
- e. The School Board and the CVB have agreed upon a Joint Parking Lot Use Agreement or, despite the School Board's best efforts, security issues preventing joint use could not be overcome and they have abandoned the effort.
- The School Board has provided such other documentation reasonably requested by St. Joe displaying the School Board's intent to proceed with construction of a school on the School Property.
- If the Sports Park Closing has not occurred on or before December 31, 2017, then St. Joe or the CVB shall have the option to terminate this agreement by written notice to all parties.
- 27. If the School Closing has not occurred on or before December 31, 2018, then St. Joe shall have the option to terminate all of the School Board's rights and interests under this Agreement by written notice to all parties and the School Board Property shall not be encumbered by any legal or equitable interest of the School Board or any person claiming under the School Board.
- 28. If St. Joe terminates the School Board's rights and interests under this agreement, it shall donate to the County, upon request of the CVB or the County and subject to a covenant restricting the use of the property to additional parking for the Sports Park for the remaining term of the restrictive covenants contained in the deed conveying the Sports Park Property to the County, unencumbered fee simple title to a parcel of not less than three contiguous, developable acres in the northwest corner of the School Property which are also contiguous to the Sports Park Property and are as proximate to the Sports Park vehicular parking lot as reasonably possible. The CVB or the County shall pay all transfer taxes and recording fees. St. Joe shall pay at delivery of the deed real estate taxes and assessments for the current, year pro-rated through that day. If the County does not make a written request for the parcel within one (1) year after St. Joe shall have terminated the School Board's rights and interests, St. Joe's commitment expressed in this paragraph shall terminate.

- 29. The CVB has incurred and will continue to incur the types of out-of-packet fees and expenses listed upon attached and incorporated <u>Exhibit K</u> which benefit the School and the Sports Park (the "Reimbursable Expenses"). Upon request from time to time, the CVB shall deliver to the School Board an accounting the amounts of the Reimbursable Expenses. At the closing of the COP transaction to finance the School, or at the time the School Board enters a contract to construct the School, whichever occurs first, the School Board shall promptly pay the CVB an amount equal to the total of those amounts multiplied by a fraction, the numerator of which is the square footages of the School Property and the denominator of which is the sum of the square footages of the School Property and the Sports Park Property. If neither of the aforementioned events occur, the School Board shall not owe the CVB for any of the Reimbursable Expenses.
- 30. The CVB has incurred and will continue to incur design, permitting and construction costs of the Entrance Road. Upon request from time to time, the CVB shall deliver to the School Board an accounting the amounts of those costs. At the closing of the COP transaction to finance the School, or at the time the School Board enters a contract to construct the School, whichever occurs first, the School Board shall promptly pay the CVB one-half of the total of those amounts. If neither of the aforementioned events occur, the School Board shall not owe the CVB for any of those amounts.
- 31. St. Joe agrees that its FDEP Ecosystem Management Agreement ("EMA") and USACE Regional General Permit ("RGP") cover the Sports Park Property, the School Board Property, the Internal ROW and the Fire Station Parcel and commits to cooperate with the parties in obtaining approval of permits for the School, Sports Park, the Entrance Road and the Fire Station. The parties acknowledge that the Access Parcel may not be included in the EMA and RGP but agree to cooperate and use their best efforts to facilitate the construction of that portion of the Entrance Road lying in the Access ROW. St. Joe shall not be obligated to incur any cost or expense related to the cooperation specified in this paragraph.
- 32. All improvements permitted on the lands to be donated by St. Joe under this agreement shall not impact low quality wetlands by more than twenty percent (20%) of the acreage within the boundary of those lands, nor more than three (3) acres of high quality wetlands.
- 33. It is anticipated that permits for the improvements contemplated by this Agreement may require mitigation credits. St. Joe has the ability to provide those credits from its Breakfast Point Mitigation Bank and shall make them available to the CVB at such discounted price as may be feasible, depending upon the number of credits required, but in no event at a cost greater than the lowest cost for which St. Joe has sold credits to third party buyers from its Breakfast Point Mitigation Bank within the immediately preceding year as determined by St. Joe in good faith without disclosing the particulars of any prior transaction.
 - 34. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth in this Agreement.

- 35. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision. Neither the failure or any delay by any party in exercising any right or power under this Agreement nor any course of dealing between or among the parties will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.
- 36. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC. 17001 Panama City Beach Parkway Panama City Beach, Fiorida 32413 Attn: Oan Rowe

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA 1311 Balbos Ave, Panama City, FL 32401 Atn. Bill Husfelt

BDARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA 840 West 11th Street Panama City, Florida 32401. Attn: Bob Majka

THE ST. JOE COMPANY 133 Watersound Pkwy N. Watersound, Fl. 32413 Attn: Jorge Gonzalez

BAY COUNTY TOURIST DEVELOPMENT COUNCIL 17001 Panama City Beach Parkway Panama City Beach, Florida 32413 Attn: Dan Rowe

FLORIDA DEPARTMENT OF TRANSPORTATION District 3 3074 Highway 90 Chipley, Florida 32428 Attn: Tommy Barfield

Any of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice to the City as grantee of the Fire Station Property may be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the City at the following address:

> THE CITY OF PANAMA CITY BEACH 110 S. Arnold Road Panama City Beach, FL 32413 Attn: Mario Gisbert

- 37. No assignment of this Agreement or any rights hereunder shall be made in whole or in part by any party without the express written consent of the other parties, which may be withheld in their sole discretion. The parties consent to the School Board assigning its right to the School Property to a third party as part of a COP transaction to finance construction of the School.
- In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 39. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 40. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Bay County, Florida.
- 41. Each party to this Agreement represents and warrants to each of the other parties to this Agreement, severally, that it is authorized to cause this Agreement to be executed in its name and to perform all of its obligations undertaken in this Agreement, and that the person signing this Agreement on its behalf is duty authorized to do so, and that to its knowledge the execution of this Agreement and the performance of its obligations under this Agreement will not violate any other agreement or law by which it is bound.
- 42. Except as set forth in paragraph 4E and to be included in the warranty deeds, St. Joe makes no representation or warranty with respect to the School Board Property, the Sports Park Property, or any other land to be conveyed by St. Joe hereunder. St. Joe shall have no liability or responsibility to any party hereto for any loss, damage or expense incurred which is caused by the condition or characteristics of any property conveyed hereunder or the soil or subsoil of such property, whether observable or unabservable. Except as expressly set forth in this agreement, all parties are acquiring all property to be conveyed hereunder in its "as is, where is, with all faults" condition, with no warranties or obligations on St. Joe's part to make any repairs, alterations, changes of improvements. Acceptance of title at the closing of any property will constitute full and complete acceptance by the grantee of the property in its then existing condition.
- 43. St. Joe's commitment is to donate 210 acres of land, the precise perimeter of which is affected by the wetland delineation of the lands which is sufficiently complete to locate the

parcels for all practical purposes but not final so as to permit development of precise metes and bounds legal descriptions. The parties acknowledge that for all material, development purposes the graphic description of the various parcels of real property which are the subject of this agreement, as shown on <u>Exhibit A</u> and depicted graphically in other exhibits, is sufficient because these are vacant lands surrounded by vacant lands. As soon as may be practical after final metes and bounds descriptions are available, a memorandum of this Agreement containing legal descriptions of all parcels to be transferred and identifying the parties to the transfer and an estimated closing date, in materially the form attached, incorporated and marked <u>Exhibit L</u>, shall be executed and recorded.

- 44. This Agreement shall survive the various real estate closings contemplated in it and shall not be deemed to merge with the several deeds and instruments contemplated to be delivered. To the contrary, in light of the public purposes to be served by this Agreement, it shall continue to serve as some evidence of the parties' intent in making and delivering those deeds and instruments for so long as the last covenant contained or contemplated by this Agreement shall remain in force and effect. Nonetheless, in the event of an irreconclable conflict between this Agreement or its exhibits and a deed or instrument executed and delivered pursuant to this agreement, or made, executed and delivered to supplement or amend this agreement, the latter shall prevail.
- 45. The County and the DOT have made and are entering this agreement in their respective, proprietary capacities only. Nothing herein shall be construed to waive, affect or predispose the lawful regulatory authority of either of them. The TDC joins this agreement as evidence of its finding that the Sports Park will promote tourism and will be promoted to tourists.
- 46. If the CVB determines that the site plan for the Sports Park will reasonably permit the dedication of a conservation easement on the Sports Park Property that is greater in size than is required for the Sports Park, and that more conservation lands are required for the School than are available on the School Property, then the CVB and the County agree to place a conservation easement upon some or all of that available excess for the benefit of the School unless either finds a foreseeable need to use the land for the Sports Park. Conversely, if the School Board determines that the site plan for the School will reasonably permit the dedication of a conservation easement on the School Property that is greater in size than is required for the School, and that more conservation lands are required for the Sports Park than are available on the Sports Park Property, then the School Board agrees to place a conservation easement upon some or all of that available excess for the benefit of the Sports Park than are available on the Sports Park Property, then the School Board agrees to place a conservation easement upon some or all of that available excess for the benefit of the Sports Park than are available on the Sports Park Property, then the School Board agrees to place a conservation easement upon some or all of that available excess for the benefit of the Sports Park unless it finds a foreseeable need to use the land for the School.

[Signatures on the following pages]

IN WITNESS WHEREOF, the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC. has caused this PUBLIC SCHOOL AND SPORTS PARK DEVELOPMENT AGREEMENT to be executed in its name as of the day and year first above written.

By

ATTES

Yonnie Patronis, Secretary

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

BY Din Nowe, President

Date. 4/28/16 Date

4/28

Philp Griffitts, Jr. Chairman

IN WITNESS WHEREOF, THE SCHOOL BOARD OF BAY COUNTY has caused this PUBLIC SCHOOL AND SPORTS PARK DEVELOPMENT AGREEMENT to be executed in its name as of the day and year first above written.

ATTEST:

William V. Husfelt Superintendent

THE SCHOOL BOARD OF BAY COUNTY

By: . Steve Moss, Chairman

5-24-10 Date

IN WITNESS WHEREOF, THE ST. JOE COMPANY has caused this PUBLIC SCHOOL AND SPORTS

PARK DEVELOPMENT AGREEMENT to be executed in its name as of the day and year first above written.

THE ST. JOE COMPANY

ATTEST:

13, 2010 Bys orge Gonzalez, President

IN WITNESS WHEREOF, the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, has caused this PUBUC SCHOOL AND SPORTS PARK DEVELOPMENT AGREEMENT to be executed in its name as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA ATTEST: and a barrier SEAL SEAL COUNTRY Mike Nelson, Chairman **SII Kinsaul** Adepted: April 5, 2016 Clerk Approved as to Form, Don Banks, County Attorney DUNT NY, 281 (1977

IN WITNESS WHEREOF, the BAY COUNTY TOURIST DEVELOPMENT COUNCIL has caused this PUBLIC SCHOOL AND SPORTS PARK DEVELOPMENT AGREEMENT to be executed in its name as of the day and year first above written.

BAY COUNTY TOURIST DEVELOPMENT COUNCIL

ATTEST

Yonnie Patronis, Secretary

By: Philip Griffitts, Jr. Chairman

4/25/16

IN WITNESS WHEREOF, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION has caused this PUBLIC SCHOOL AND SPORTS PARK DEVELOPMENT AGREEMENT solely as to Paragraph 16 to be executed in its name as of the day and year first above written.

ATTEST:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

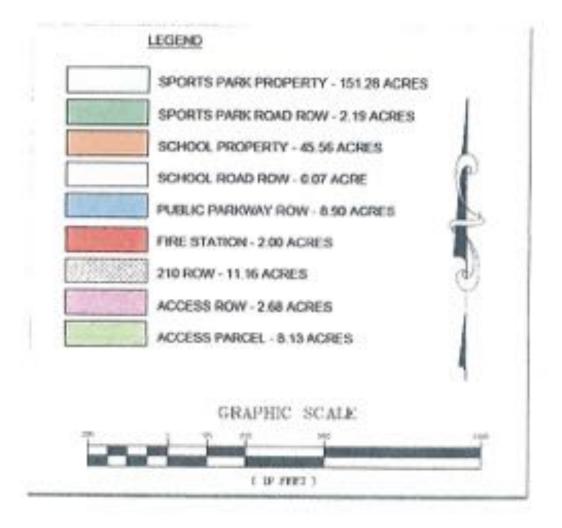
strict Secretary WS.

Enburg Sticklan!

List of Exhibits

- Exhibit "A" Map of Parcels Involved
- Exhibit "B" School Property Warranty Deed (St. Joe to BCSB)
- Exhibit "C" Sports Property Warranty Deed (St. Joe to Bay County)
- Exhibit "D" Sports Park Lease (Bay County to CVB)
- Exhibit "E" St. Joe Dedication "210 Right of Way"
- Exhibit "F" CVB Dedication "Access ROW"
- Exhibit "G" Offsite Parcel Legal Description
- Exhibit "H" St. Joe Right of First Refusal "Access Parcel"
- Exhibit "T" Access Parcel Deed (CVB to Bay County)
- Exhibit "J" Typical Cross Section of Entrance Road
- Exhibit "K" Reimbursable Expenses
- Exhibit "L" Memorandum of Agreement for recording
- Exhibit "M" Fire Station Warranty Deed (St. Joe to Bay County or Panama City Beach)

Exhibit "A" Depiction of Parcels and Rights of Way (St. Joe to Bay County School Board)



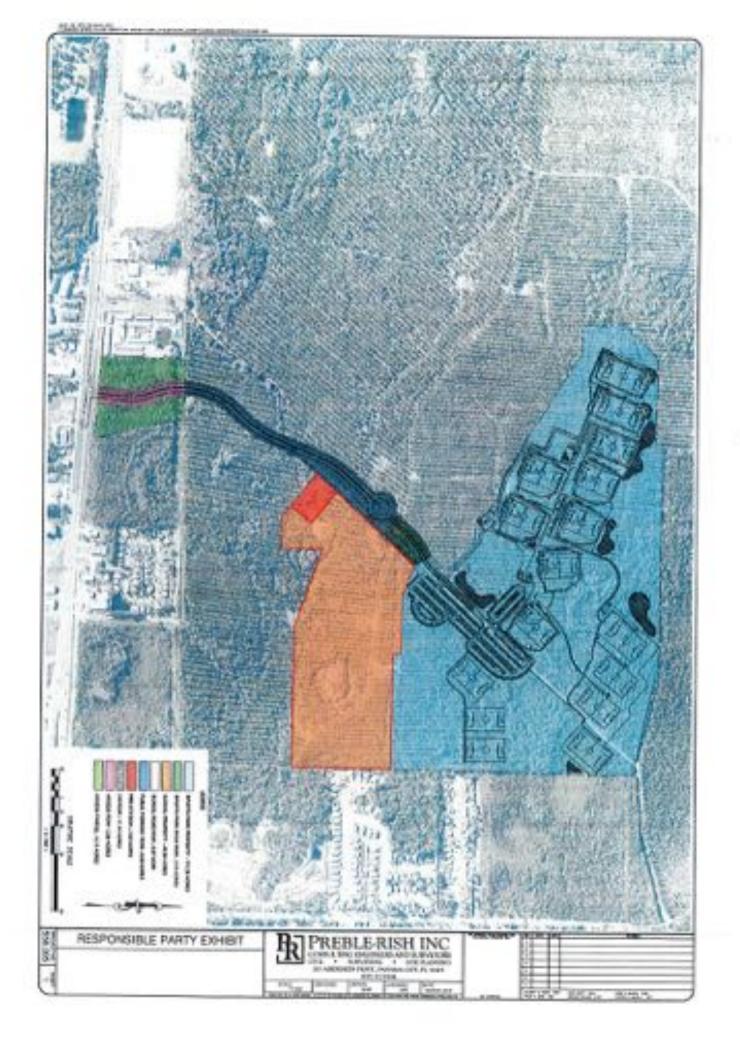


Exhibit "B" School Property Warranty Deed (St. Joe to BCSB) Prepared by Franklin Harmon, Depare Harrison Sala McChy 314 Magnatia Avenue Parana City, FL, 32401 0501 769-5034

File Not.

WARRANTY DEED

THE ST. JOE COMPANY, a Florida corporation, fik's St. Joe Corporation

whose address is: 133 Watersound Patloway N., Watersound, Horida 32413 hereinafter called the "granter", to

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA, a body corporate created and existing pursuant to S. 4, Art. IX of the Florida Constitution

whose address is: 1311 Balbox Average, Panama City, Florida 32401 heroinafter called the "grantor":

> (Which terms "Gravitat" and "Gravitat" shall include simplifier or planel, exeptration or adirichtel, and either sex, and shall include beins, legal representatives, tecorosies and essigns of the same)

Witnesseth, that the gramor, for and in consideration the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, selb, aliens, remains, releases, conveys and confirms unto the grantee, all that certain land situate in Bay, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Parcel Identification Number:

Together with all tenements, herefitaments and appartenances thereanto belonging or in any way appertaining.

Subject to all reservations, coverants, conditions, restrictions and easuments of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any

By acceptatice and execution of this Dead Grantee hereby agrees to the following terms and provisions:

1. <u>DEED RESTRICTIONS</u>. The property shall be used only for the construction and operation of a public school ("School") for a period of not less than thirty (30) years from the date this Deed is cuscuted: provided, knowever, that the Grantee shall not be required to operate the School an a public school (i) upon a decision by the Florida Department of Education that the School should not be operated for that purpose, (ii) upon the exactment of legislation by the Florida Legislature which may prohibit the Grantee's ability to operate the School for that purpose, or (iii) in the event there is physical damage to other schools, which in the discretion of the Grantee requires the use of the Property for additional purposes or grades. Further, this restriction for exclusive use as a public school and related facilities and any prior or existing order issued by a court with proper jurisdiction seeking to enforce the use restriction may not

he inforced by Granior if the Granice in found to be in default under the Grantee's master lease purchase financing program. Grantee acknowledges that during the pendency of the Grantee's default under the Grantee's purchase financing program, the trustee order the Grantee's master lease purchase financing program shall be able to exercise any rights to sublease the Property purchast to the terms of the impective ground lease agreement without regard to this use restriction so long as the ground lease remains in effect and encumbers the Property.

2 MISCELLANEOUS

- 2.1 Successors and Assigna. The rights, covenants and restrictions contained herein shall run with the tifle to the Property and be binding upon Grantee and all subsequent owners of the Property, or any portions of the Property.
- 2.2 <u>Remedies for Default</u>. The covenants, conditions and easements contained hereis constitute obligations ranning with the title of the Property and shall be enforceable by the Grantor, and its successors and assigns. To the extent that Grantee, its successors or assigns shall default in its obligations parsault to the terms of this Deed, Grantor and its successors and assigns shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained, including specific performance, recognizing that damages may be an inadequate remedy.
- 2.3 Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.
- 2.4 Waiver of Restrictions and Assignment. This Deed constitutes an agreement between Grantor and Grantee as to all provision contained herein. Netwithstanding asything contained herein to the contrary, this Deed is not intended nor shall it be constitued to create any rights or remedies as to any third parties. Grantor, may, at its sole election waive or cancel any of the restrictions set forth berein in whole or in part at any time or from time to time and/or may usign any and all of its rights, powers, and privileges under this Deed to any other corporation, association or person, without the coment or joinder of any other party.

To Have and to Hold, the same is fee simple forever.

And the granter hereby covenants with said granter that the granter is lawfully seized of said land is for simple; that the granter has good right and lawful authority to sell and convey and land; that the granter hereby fully warrants the title to taid land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except toxes for the year of closing and subsequent years which are not yet due and persols.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the said Grantse has caused this instrument to be executed in its name, the day and year first above written.

Signed, sected and delivered in our presence:

THE ST. JOE COMPANY, a Florida corporation

Witness Signature Frint Name:	By:	
Witness Signature Print Name		
State of County of		
THE FOREGOING INSTRUMENT WAS ACK	NOWLEDGED before me on	
behalf of THE ST. JOE COMPANY, a corpora known to the or who has produced a valid driver	tion, existing under the laws of the State of F s' license as identification.	lorida, who is personally

NOTARY PUBLIC

Frinted Name of Netary My Commission E Exhibit "C" Sports Property Warranty Deed (St. Joe to Board of County Commissioners) Proparad by Franklin Harrison, Expose Harrison Sale McCosy 304 Magnola Avenue Paramo City, FL, 32401 (150) 788-3454

File No.-

WARRANTY DEED

This indenture made on ______ 2016 A.D., by

THE ST. JOE COMPANY, a Flarida corporation, Dkia St. Joe Corporation.

whose address is: 133 Waterscord Parkway N., Waterscond, Florida 32413 hereinafter called the "granter", to

THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida

whone address is: #40 West 11* Street, Panama City, Fiorids 32401 hereinafter called the "granter";

> (Which terms "Grantor" and "Granter" shall include singular or plant, corporation or individual, and either sex, and shall include bein, legal representations, naccessors and assigns of the terms?

Witnesseth, that the gramor, for and in consideration of the num of Ten Dollars, (\$10:00) and other valuable considerations, receipt whereoif is hereby acknowledged, hereby grants, burgains, sells, aliens, remines, releases, conveys and confirms unto the granter, all that certain land situate in Bay, Florids, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Parcel Montification Number:

For a period of thisty (30) years from the date of this deed the property conveyed herein may only be used as a Sports Park or Sports Facility. Construction of the Sports Park must commence within three (3) years of the date of this deed. All of these restrictions and regainments are enforceable under that certain PANAMA CITY BEACH PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT dated _________, 2016 a Memorandum of which is recorded in Official Records Book _______, Page ______ in the Public Records of Bay County, Florida.

Together with all tenements, hereditaments and appartenances thereanto belonging or in any way appertaining.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoring ordinances and/or restrictions imposed by governmental authorities, if any

To Have and to Hold, the same in fee simple forever.

And the granter hereby covenants with said granter that the granter is lawfully seized of said land in fee simple; that the granter has good right and lawful ratherity to sell and correspond land; that the granter beselty fally warrants the title to said land and will defend the same against the lawful claims of all persons wheresoever; and that said land in fire of all recombenances except taxes for the year of closing and subsequent years which are not yet due and payable.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

THE ST. JOE COMPANY, a Florida corporation

Witness Signature Print Name	By	
Finite and		
Witness Signature Print Name:		
State of County of		
THE FOREGOING INSTRUMENT W	AS ACKNOWLEDGED before me on	
2016, by	. 85	, 05
behalf of THE ST. JOE COMPANY, known in me or who has produced a ve-	a corporation, existing under the laws of the State of did drivers' locense as identification.	Florida, who is personally

NOTARY PUBLIC

Printed Name of Natary My Commission E Exhibit "D" Sports Park Lease (Bay County to CVB)

SPORTS PARK LEASE AGREEMENT

By and Among

BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA (Lessor)

AND

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC. (Lessee)

[date]

SPORTS PARK LEASE AGREEMENT

THIS SPORTS PARK LEASE AGREEMENT (the "Lease") is made and entered as of ______, 20___, by and between the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, (the "County"), and the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation not-for-profit and instrumentality of the County ("CVB").

WITNESSETH

WHEREAS, the Bay County Tourist Development Council ("TDC") is an advisory agency of Bay County whose sole responsibility is to recommend and supervise the uses of the tourist development tax revenue (commonly called the bed- tax) collected by Bay County; and

WHEREAS, the CVB is an instrumentality of the County incorporated as a domestic corporation not-for-profit in 1998 by the Chairman of the Bay County Board of County Commission, the Mayor of the City of Panama City Beach and the Chairman of the TDC; and

WHEREAS, the CVB was organized to be operated exclusively to request, receive, hold, invest and administer property and to manage and make expenditures for the operation of the activities, services, functions and programs of the TDC which relate to the promotion of national and international tourism for Bay County and Panama City Beach; and

WHEREAS, the County and the CVB are among the parties to that certain Land Transfer Agreement having an effective date of ______, 2016, (the "Land Transfer Agreement"), pursuant to which, *inter alia*, St. Joe has donated a parcel of approximately _____ acres of land on Panama City Beach, north of Highway 98, for the development of a new, public sports tourism venue (the "Sports Park"); and

WHEREAS, the Sports Park is described generally as Phase One, and subsequent phases, of the Master Plan dated January 12, 2016, prepared by The Sports Force and approved by the CVB on January 9, 2016, which Master Plan was incorporated by reference and approved in concept by the County and the CVB in the Land Transfer Agreement; and

WHEREAS, the County, the CVB and the TDC have found and determined that the facilities to be included in the Sports Park, including by way of example sports fields, spectator sight lines and seating, spectator and participant amenities and the integrated design of all the elements of the Sports Park make the venue a unique sports arena or stadium destination which will attract tourists and promote sports tourisen as authorized for the use of Tourist Development Tax receipts; and WHEREAS, as contemplated by the Land Transfer Agreement, the CVB has constructed the Sports Park and the County desires that the CVB possess and operate the Sports Park on behalf of the County and the people of Bay County for the exclusive public purpose of expanding, promoting and ultimately sustaining sports tourism to Panama City Beach and Bay County, with any net profit therefrom being reinvested in capital outlay for expansion or subsequent phases of the Sports Park, in capital outlay for other sports facilities to expand or sustain sports tourism on Panama City Beach and in Bay County, to make the use of the Sports Park by tourists more attractive by reducing Sports Park fees charged tourists, or to reimburse the Panama City Beaches Tourist Development Tax Trust Fund which puid for the construction of the Sports Park.

NOW THEREFORE, in consideration of the covenants contained herein and the rent paid, the County leases to the CVB the Sports Park Property and all improvements thereon (the "Property"), as more particularly described by metes and bounds upon attached and incorporated Exhibit A, for a term of ninety-nine (99) years commencing upon execution of this lease, for total rent in the amount of ninety-nine dollars (\$99.00) payable in advance, receipt whereof is hereby acknowledged by the County.

TO HAVE AND TO HOLD the Property subject to all the provisions, terms and conditions of this lease, which are:

 USE. The Property shall be used continuously as a publicly owned and operated sports arena or stadium and for the promotion and advertisement, in Florida and nationally and internationally, of local sports tourism and the attraction of tourists as evidenced by the promotion of the events, activities or services available on the Property. or of the Property itself as a venue, to tourists, and for no other purpose. The CVB shall include in each of its annual plans of work and budgets the promotion to tourists of the events, activities and services available in the Sports Park, and of the Sports Park itself as a tourism venue.

2. PUBLIC BENEFIT. As an instrumentality of the County, the CVB shall hold and use its leasehold interest in the Property to expand, operate, maintain and promote the Sports Park for the benefit of the County and the tourism economy of Panama City Beach and Bay County, and therefore it shall retain ultimate control or approval of the use of the Sports Park.

3. NOT-FOR-PROFIT. In operating the Sports Park, or sub-contracting its operation to a third party, the CVB shall not permit a private party to invest or hold an equity interest in the Property or any asset (real, personal or mixed) used or useful in the operation of the Sports Park, other than movable or re-movable trade fixtures approved by the CVB, or to receive any compensation or thing of value for labor, goods or services currently rendered in, to or for the Property or the Sports Park other than contemporaneous compensation at fair market value. Any net profit derived by the CVB from the Property or the Sports Park other than contemporaneous compensation at fair market value.

- a. Capital outlay, or service of debt the proceeds of which were used for capital outlay, to construct expansions of the Sports Park on the Property or other sports facilities on Panama City Beach to expand Bay County sports tourism, or
- b. To reduce user fees of the Sports Park if it can be demonstrated that the reduction will increase demand for the Sports Park and tourism to Bay County, or
- c. Deposit into the Panama City Beaches Tourist Development Tax Trust Fund, County Fund 125 or equivalent successor, to be appropriated for any lawful use of the monies that are collected there.

The CVB may, but shall not be required to, utilize gross income from the Sports Park to promote to tourists the events, activities and services in the Sports Park, and the Sports Park itself as a tourism venue if Tourist Development Tax receipts could lawfully be used for the same promotion. For the purposes of construing this Lease only, the CVB as an instrumentality of the County shall be deemed not to be a private party.

4. EXTRAORDINARY TERMINATION. In the event the County shall by resolution determine that the CVB is violating any of the covenants contained in Paragraphs 1, 2 and 3 above, and after written notice and passage of a reasonable opportunity to cure such violation without a cure being effected, the County may terminate this lease by motion made, seconded and carried by majority vote of the members of the Bay County Board of County Commissioners.

5. QUIET ENJOYMENT. The County shall ensure the CVB's quiet enjoyment of the Property whenever the CVB shall be in compliance with the covenants contained in Paragraphs 1, 2 and 3 above and until expiration of any opportunity to cure a violation of those covenants.

WASTE. The CVB shall not commit or permit waste of the Property.

 NO ASSIGNMENT. The CVB shall not assign or plodge this lease or any interest in it without the written consent of the County.

8. CONVERSION TO MANAGEMENT CONTRACT. If the CVB shall determine by resolution that the public will be better served by terminating this Lease and the County entering a management agreement with the CVB for the operation of the Sports Park on the Property, then the County, the CVB and the TDC shall use their best efforts to expeditiously negotiate in good faith a management agreement serving the public interest using the terms and conditions of this lease as a foundation or starting point of the negotiations.

9. DISPUTE RESOLUTION. The parties agree to resolve any dispute related to the interpretation or performance of this Lease in the manner described in this Section. Any party may initiate the dispute resolution process by providing written notice to the other party.

- a. After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.
- b. If discussions among the parties fail to resolve the dispute within sixty (60) days of the notice described above, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the CVB shall request appointment of a mediator by the Chief Judge of the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decisionmaking shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the Board of County Commissioners and the CVB's governing board.
- c. If the parties are unable to reach a mediated settlement within forty five (45) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such

event, a party may initiate litigation within forty five (45) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the forty-five (45) day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Parties.

d. The dispute resolution process agreed here is intended to be in lieu of the process provided in the Florida Governmental Conflict Resolution Act, Ch. 164, Florida Statutes (2016).

 RECITALS. The recitals first above written are true, complete and not misleading.

 ASSIGNMENT. This Lease is not assignable, nor shall the CVB pledge or collaterally assign this Lease or any interest in it, and any such attempted assignment, pledge or collateral assignment shall be void *ab initio*.

12. INSURANCE. During the term of this lease, as part of the operation of the Sports Park, the CVB shall secare or cause to be secured, premises liability insurance upon the Property and the Sports Park consistent with the County's Risk Management policies as amended from time to time naming the CVB, the TDC and the County, their respective efficers, employees and agents, as insureds. The County agrees to use its best efforts to include the Property and the Sports Park in its premises liability program naming the CVB,

the TDC and their respective officers, employees and agents, as additional insureds at the CVB's expense.

13. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Bay County public health unit. At this time, the County and the CVB do not conduct radon testing with respect to any buildings located on the Property. Each party disclaims to the other any and all representations and warranties as to the absence of radon gas or radon gas producing conditions with respect to any buildings located on the Property.

14. ENTIRE AGREEMENT. This Lease incorporates the Land Transfer Agreement by reference and constitutes the entire agreement between the County and the CVB pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Lease shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision of this lease, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification or waiver of this Lease shall be filed in the Official Records of Bay County. Neither the failure or any delay by any party hereto in exercising any right or power under this Lease nor any course of dealing between the County, on the one hand, and the CVB, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

16. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered to the President of the CVB or the County Manager.

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

[Signatures on pages following]

IN WITNESS WHEREOF, the COUNTY has caused this Sports Park Lease

Agreement to be executed and delivered as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

ATTEST:

By:

Chairman

Clerk

Approved as to Form,

County Attorney

IN WITNESS WHEREOF, the CVB has caused this Sports Park Lease

Agreement to be executed and delivered as of the day and year first above written.

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

By: _____ President

ATTEST:

Secretary

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me by

and _____, as President and Secretary of the Panama City Beach Convention and Visitors Bureau, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are personally known to me or have produced (type of identification) and did (did not) take an oath.

WITNESS my hand and official seal, this _____ day of ______, 2016.

Notary Public State of Florida

My commission expires

EXHIBIT A Description of Property

Exhibit "E" St. Joe Dedication "210 ROW" THIS DOCUMENT PREPARED BY AND RETURN TO: Legal Department The St. Inc Company ED3 S. Watermand Parkway Waterward, FL 32413

DEED OF DEDICATION

THIS INDENTURE, mode this ______ day of ______, 2016, by THE ST. JOE COMPANY, a Florida corporation ("Granter"), having an address of 133 S. Watersound Parkway, Watersound, FL 32413, in favor of the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA ("Grantee"), having an address of 860 West 11th Street, Panama City, Florida, 32401.

WITNESSETH, that Geantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the public for roadway and utility purposes, and grant, hergain, sell and convey unto Grantee its successors and assigns forever, the following described land, situate, lying and being in the County of Bay. State of Florida (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE & PART HEREOF

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

SUBJECT TO: Ad valorem taxes for 2016 and subsequent years, and all dedications, easements, restrictions and other matters of record (together, the "Permitted Exceptions").

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Granter does hereby fally warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Granter (other than claims related to the Permitted Exceptions), its successors and assigns, and not otherwise.

Grantor reserves casements upon, under, over and across the Property for access, maintenance and utilities until a paved roadway is constructed on the Property and opened to the public. In addition, the Grantor reserves the right to tie into the roadway to be constructed on the Property with driveways or additional road rights-of-way, or both, provided Grantor complies with all applicable local, state and federal laws.

IN WITNESS WHEREOF, Gramor has caused these presents to be duly executed in its name and

its seal to be hereto affixed by its undersigned officer thereusto lawfally authorized the day and year first above written.

Signed, seal and delivered in the presence of

THE ST. JOE COMPANY, a Florida corporation

Name:

By:______ Name:______ Title:

Name:

STATE OF FLORIDA COUNTY OF WALTON

The foregoing instrument was acknowledged before me this _____day of _____, 2016, by ______, ai ______of THE ST. JOE COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public

146219.1

EXHIBIT "A"

THE PROPERTY

Exhibit "F" CVB Dedication "Access ROW" HIIS DOCUMENT PREPARED BY AND RETURN TO: Doughs J. Solt Harrison Sale McCity 304 Magnelia Avenue Pasarea City, Florida 32401

DEED OF DEDICATION

THIS INDENTURE, made this ______ day of ______, 2016, by THE PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation ("Grantor"), having its principle place of business at 17001 Panama City Beach Parkway, Panama City Beach, FL 32413, in favor of the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA ("Grantee"), having an address of 840 West 11* Street, Panama City, Florida, 32401.

WITNESSETH, that Gramor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the public for roadway and utility purposes, and grant, burgain, sell and convey unto Gramee its successors and assigns forever, the following described land, situate, lying and being in the County of Bay, State of Florida (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

TOGETHER with all tenements, hereditaments and appurtenances thereauto belonging or in any way appertaining.

SUBJECT TO: Ad valorem taxes for 2016 and subsequent years, and all dedications, easements, restrictions and other matters of record (together, the "Permitted Exceptions").

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Granter does hereby faily warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Granter (other than claims related to the Permitted Exceptions), its successors and assigns, and not otherwise. IN WITNESS WHEREOF, Gramor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

PANAMA CITY BEACH CONVENTION AND VISITOR'S BUREAU, INC.

ATTEST:	Brc		
	10y-		President
, Secretary	0		
	By:		Chairman
State of Florida County of Bay			
The foregoing instrument was acknowled		day of	
as Cluirman and	, as President,	as Secretary of F	wama City
Beach Convention and Visitor's Dureau, 1	nc. on behalf of mid o		12
	NOTARY PU	BLIC	

(notary's printed name) My Commission Expires:

Commission Number:

EXHIBIT "A"

THE PROPERTY

Exhibit G Offsite Parcel Legal Description

Parcel II:

That part of Original Government Lot 1, Section 32, Township 3 South, Range 15 West, lying North of State Road 30-A, including that part of the Gulf Coast Highway Subdivision, as per plat thereof recorded in Plat Book 3, Page 3, of the Public Records of Bay County, Florida, lying North of State Road 30-A within said Government Lot 1.

LESS: The West 400 feet of that part of Original Government Lot 1, lying North of State Road 30-A, In Section 32, Township 3 South, Range 15 West, also that part of Lots 4 and 5, Block C, Gulf Coast Highway Subdivision recorded in Plat Book 3, Page 3, Bay County, Florida, lying North of State Highway 30-A and within said 400 feet. Exhibit "H" St. Joe Right of First Refusal "Access Parcel"

140622.1

AGREEMENT AND NOTICE OF RIGHT OF FIRST REFUSAL

THIS AGREEMENT AND NOTICE OF RIGHT OF FIRST REFUSAL ("Agreement"), made as of the _______ day of ______. 2016, by and between the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation not-forprofit ("CVB"), THE ST. JOE COMPANY, a Florida corporation ("St. Joe"), and the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida ("County")

WITNESSETIE:

WHEREAS, CVB, St. Joe and the County are among the parties to that certain Land Transfer Agreement having an effective date of ______, 2016, (the "Land Transfer Agreement"), pursuant to which St. Joe has offered to donate a parcel of approximately 210 acres of land on Parama City Beach, north of Highway 98, for the development of a new sports tourium venue (the "Sports Park") a new public school (the "School"); a new fire station (the "Fire Station") and a new road connecting the Sports Park, the School and the Fire Station with the southern boundary of St. Joe's land near Highway 98; and

WHEREAS, in exchange for St. Joe's land, the CVB has offered to provide land to connect the southern boundary of St. Joe's land with Highway 98 in order to provide vehicular and pedestrian access to the Sports Park site, the School site, the Fire Station site and the eastern end of St. Joe's lands, and to construct that new road (the "Access Road") and roadside customary utilities at no expense to St. Joe; and

WHEREAS, in order to facilitate this transaction, the CVB has purchased and owns the real property (the "Property") described on <u>Exhibit "A"</u> attached hereto and incorporated herein by reference and the Property connects St. Jue's land with Highway 98; and

WHEREAS, the CVB has also offered to provide St. Joe a right of first refusal with respect any portions of the Property that will not be used by CVB or others to construct the new road.

NOW THEREFORE, the undersigned parties, for valuable consideration, hereby agree as follows:

1. Recitals. The foregoing recitals are true, materially complete and not misleading.

 <u>Transfer</u>. In the event that the CVB decides to assign, sell, lease, transfer, hypothecate, convey or grant (whether voluntarily or otherwise) all or any portion of the CVB's right, title or interest of any kind or nature in and to the Property, or any portion thereof, to a third party (any of which shall be referred to hereinafter as a "Transfer"), the CVB shall provide St. Joe

140422.1

with a copy of a bona fide, written offer (the "Offer") from an arms-length third party who proposes to be the transferee (the "Proposed Transferee"), setting forth all of the terms and conditions of the Transfer. St. Joe shall have the right for a period of 15 days following receipt of the Offer, to elect to acquire the interest proposed to be transferred from the CVB to the Proposed Transferee on the terms and conditions set forth in the Offer (the "Right of First Refusal").

3. Exercise. St. Joe shall exercise its Right of First Refusal by giving written notice to the CVB, specifying a date not earlier than 30 days and not later than 60 days after the date of St. Joe's receipt of the Offer, on which St. Joe will complete the closing on the Transfer. In the event that St. Joe does not timely elect to exercise its Right of First Refusal, the CVB shall be free to complete the Transfer to the Proposed Transferee in accordance with the Offer. If any of the material terms or conditions of the Offer change prior to the closing with the Proposed Transferee, the CVB must give written notice of such change to St. Joe, and St. Joe shall again have a 15 day period during which it may elect to acquire the interest of the CVB proposed to be transferred by the CVB on the terms and conditions set forth in the revised Offer. If St. Joe does not timely elect to exercise its Right of First Refusal, it shall provide such documentation reasonably requested by the CVB confirming that fact if needfal or convenient to facilitate a transfer by the CVB.

4. <u>Duration</u> In the event that St. Joe does not elect to exercise its Right of First Refusal as aforesaid, the Proposed Transferee and every subsequent owner of the Property (and the CVB, if the original Proposed Transferee fails to complete the closing on the Transfer) shall remain bound by the terms and provisions of this Agreement, and any subsequent proposed Transfer shall again give rise to St. Joe's Right of First Refusal to acquire the interest proposed to be transferred, in accordance with the provisions of this Agreement. The Right of First Refusal shall terminate on December 31, 2046.

5. <u>Conveynnce to County</u>. The Land Transfer Agreement provides that the CVB shall quit claim to the County all of its right, title and interest in the Property subject to this Agreement and the Access Road. The Land Transfer Agreement also provides the CVB with the option to repurchase or lease the Property or portions thereof from the County. St. Joe agrees that its Right of First Refusal shall not apply to the transfer of the Property to the County or the subsequent exercise of the CVB's right to repurchase or lease the Property, or portions thereof, from the County as contemplated by the Land Transfer Agreement.

 <u>Recorded Notice</u>. This Agreement shall be executed by the CVB and St. Joe, and recorded in the public records of Bay County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3

IN WITNESS WHEREOF, the parties have signed and sealed these presents as of the _ day of ______, 2016.

Signed, sealed and delivered in the presence of:

ST. JOE:

THE ST. JOE COMPANY, a Florida corporation

(Print Name)

(Print Norre)

	By:	 	
	1		
-	DIN:		

STATE OF FLORIDA COUNTY OF WALTON

The foregoing instrument was acknowledged before me this _____day of ______, 2016, by _______, as ______ of THE ST. JOE COMPANY, a Florida corporation, on behalf of said corporation. He is personally known to me.

> Notary Public, State of Florida at Large Print Name: My Commission Expires:

Signed, scaled and delivered in the presence of: CVB:

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation not-for-profit

Print Name:

Hw:				
- og		_	 	

lts:

Print Name:

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____day of ______ 2016, by ______, at _____ of PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation net-for-profit, en behalf of said corporation, who is personally known to me or has produced as identification.

> Notary Public, State of Florida Print Name: My Commission Expires:

Signed, sealed and delivered in the presence of:

COUNTY:

BOARD OF COUNTY COMMISIONERS OF BAY COUNTY, FLORIDA.

a political subdivision of the State of Florida

Print Name:

By		

lts:

Print Name:

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrum	ent was acknowledged before me this	_day of
2016, by	, 81	of the Board of County
Commissioners of Bay Cou personally known to me or ha	nty, Florida, a political subdivision of the a produced	State of Florida, who is as identification.
personally and the tree of the		

Notary Public, State of Florida Print Name: My Commission Expires:

EXHIBIT "A" Property

Exhibit I Access Parcel Deed (CVB to Bay County) Preparat by Franklin R. Harrison, Esquire Useriaon Sale McCloy 304 Magnolis Avenue Funaria City, FL 32401 (850) 369-3434 185MC#

SPECIAL WARRANTY DEED

THIS INDENTURE, made on _____, 2016, by and

between

PANAMA CITY BEACH CONVENTION AND VISITOR'S BUREAU, INC., a Florida no-for-profit corporation, whose address is: hereinafter called the "granter".

and

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida

whose address is: 840 West 11th Street, Panama City, Florida 32401 hereinafter called the "grantee",

Witnesseth, that the granter, for and in consideration of the sum of Ten and No/Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE & PART HEREOF

A portion of parent parcel identification number:

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Grantor hereby reserves the right and option to lease the above described property from the Grantee for a term of years ending 99 years after delivery of this deed the sum of Ten dollars. (\$10.00) yearly payable in advance upon delivery of lease, which lease shall provide that the property will be used only for such tourism promotion purposes as the CVB, with the concurrence of the TDC, shall determine.

And Granter hereby covenants with said Grantee that Granter is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Granter, but against none other.

To Have and to Hold, the same together with all and singular appurtenances thereinto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

In Witness Whereof, the party of the first part has hereuato set hand(s) and seal(s) the day and year first above written.

PANAMA CITY BEACH CONVENTION AND VISITOR'S BUREAU, INC.

ATTEST:

Byc

Dan Rowe, President

Yonnie Patronis, Secretary

By: .

Phillip Griffitts, Jr., Chairman

State of Florida County of Bay

The foregoing instrument was acknowledged before me this _____ day of _

_______by Dan Rowe, as President, Phillip Griffitts, Jr. as Chairman and Yonnie Patronis as Secretary of Panama City Beach Convention and Visitor's Bureau, Inc. on behalf of said corporation.

NOTARY PUBLIC

(notary's printed name) My Commission Expires: _____ Commission Number:

Exhibit "A"

Parcel 1:

Commence at the Northeast corner of Section 18, Township 5 South, Range 12 West, Bay County, Florida; thence South 00°04'37" West along the East line of said Section 18, a distance of 2624.77 feet to the Southeast corner of the Northeast Quarter of Section 18, Township 5 South, Range 12 West, and the Point of Beginning; thence South 00°36'48" West along the East line of said Section 18, a distance of 1320.99 feet to the Southeast corner of the North Half of the Southeast Quarter of said Section 18; thence departing said East line ran North 89°57'19" West along the South line of said North Half of Southeast Quarter of Section 18, a distance of 1985.94 feet; thence departing said South line run North 00°20'42" East for a distance of 361.30 feet; thence North 89°55'54" East for a distance of 140.00 feet; thence North 00°20'42" East for a distance of 1350.00 feet; thence North 89°55'54" East 1850.29 feet; thence South 00°04'37" West for a distance of 394.28 feet to the Point of Beginning.

Together with a non-exclusive easement for ingress and egress:

Commence at the Southeast corner of Section 18, Township 5 South, Range 12 West, Bay County, Florida; thence North 00°36'48" East along the East line of said Section 18, for a distance of 1320.99 feet to the Southeast corner of the North Half of the Southeast Quarter of said Section 18; thence North 80°57'19" West for a distance of 1985.94 feet; thence North 00°20'42" East for a distance of 361.30 feet; thence North 89°55'54" East for a distance of 140.00 feet; thence North 00°20'42" East for a distance of 361.30 feet; thence North 89°55'54" East for a distance of 400.00 feet; thence North 00°20'42" East for a distance of 1350.00 feet; thence North 89°55'54" East for a distance of 60.00 feet; thence South 89°55'54" West for a distance of 977.23 feet to the Easterly right of way line of County Road No. 2297; thence run along the arc of a curve concave to the East on a chord bearing of South 09°06'10" West for a chord distance of 50.65 feet, said curve having an arc distance of 50.65 feet, a radius of 2941.93 feet and a delta angle of 0°59'44", thence departing said right of way line run North 89°55'54" East a distance of 935.30 feet; thence South 00°04'06" East a distance of 10.00 feet; thence North 89°55'54" East a distance of 50.00 feet to the Point of Beginning.

Exhibit "J" Typical Cross Section of Entrance Road

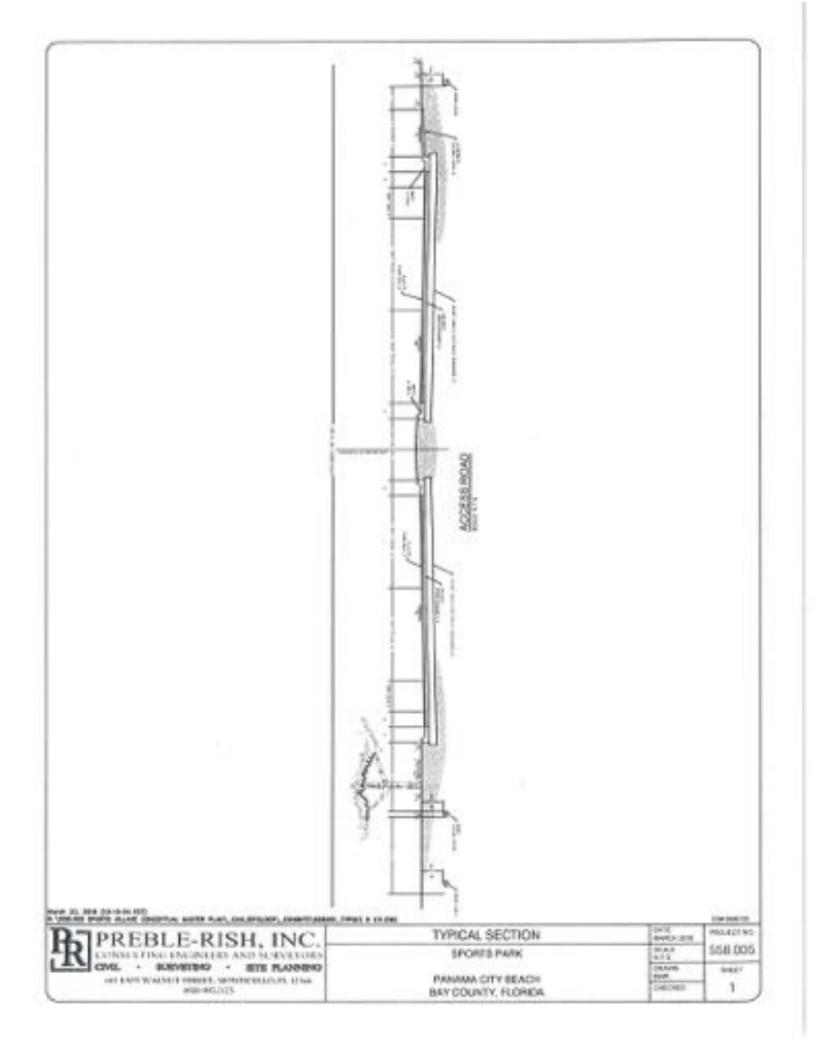


Exhibit K "Reimbursable Expenses"

- 1. Mapping, surveying and preparation of legal descriptions and exhibits
- 2. Utilities design
- 3. Stormwater facilities design
- 4. Geo-tech investigation and reporting
- 5. Wetlands delineation
- Investigation and analysis useful for environmental and construction permitting needed to construct the Sports Park or the School.
- BCSB and CVB legal expenses beginning with preparation of DA through Sports Park. Closing and School Closing.

Note 1. Expenses incurred to acquire the Access Parcel not included.

Note 2. All expenses associated with the acquisition, design and permitting of the Entrance Road, including the above types of expenses, shall be included in the design, permitting and construction cost of the Entrance Road and reimbursed as part of that expense. Exhibit L Memorandum of Land Transfer Agreement for recording PREPARED BY AND RETURN TO: Disiglies L Sale Parrado Sale MUCKy 201 Magicita Juence Famana City, Florida 13401

MEMORANDUM OF PANAMA CITY BEACH PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT

THIS MEMORANDUM OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT is made and entered as of the ______ day of ______, 2016, by and between the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation notfor-profit ("CVB") and THE SCHOOL BOARD OF BAY COUNTY, FLORIDA, a body corporate created and existing pursuant to s. 4, Art. IX of the Florida Constitution ("School Board"), THE ST. JOE COMPANY, a Florida corporation for-profit ("St. Joe"), the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") and joined by the BAY COUNTY TOURIST DEVELOPMENT COUNCIL, an advisory agency of Bay County created and existing pursuant to s. 125.0104, Florida Statutes (the "TDC") (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to that certain PANAMA CITY BEACH PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT between the Parties dated _______ 2016, and approved by the Board of County Commissioners on April _____, 2016 (the "Land Transfer Agreement"), St. Joe has agreed to donate a parcel of 210 acres of land on the east end of its undeveloped lands on Panama City Beach, north of Highway 98, for the development of a new, sports tourism venue (the "Sports Park") a new public school (the "School"); a new fire station (the "Fire Station") and a new road connecting the Sports Park, the School and the Fire Station with the southern boundary of St. Joe's land near Highway 98, subject to the terms and conditions set forth in the Land Transfer Agreement, which include a variety of restrictive covenants running with various portions of the parcel. The parcel to be donated and transferred or dedicated pursuant to the Land Transfer Agreement is more particularly described on attached and incorporated Exhibit A (the "Property");

NOW THEREFORE, in consideration of the mutual covenants, conditions and benefits contained in the Land Transfer Agreement and each Party's reliance upon those presents and these, the Parties have executed this Memorandum as evidence of the existence and survival of the Land Transfer Agreement and the terms and conditions, including restrictive covenants running with certain portions of the Property, and agree:

 <u>Defined Terms</u>. Any capitalized terms used but not defined in this Memorandum shall have the meaning ascribed in the Land Transfer Agreement. 2. <u>Restrictive Covenants</u>. That portion of the Property to be conveyed to Bay County and subsequently leased to the CVB pursuant to the Land Transfer Agreement consisting of one-hundred-fifty-two (152) acres more or less is restricted to be used as the Sports Park for thirty (30) years. That portion of the Property to be conveyed to the School Board pursuant to the Land Transfer Agreement and consisting of forty-six(46) acres more or less shall be subject to the same restrictions and exceptions therefrom contained in that certain deed dated April 19, 2007, and recorded in Bay County Official Records Book 2913 at page 1226 by which St. Joe conveyed to the School Board the property for the Breakfast Point Academy on Panama City Beach. Other portions of the Property will be restricted for a fire station or dedicated to the public for roadway, access and utility purposes as more particularly stated in the Land Transfer Agreement. In addition, construction of the Sports Park and the School must commence within three years of each respective conveyance.

3. Term. The Land Transfer Agreement shall survive the various real estate closings contemplated in it and shall not be deemed to merge with the several deeds and instruments contemplated to be delivered to effect its purposes. To the contrary, in light of the public purposes to be served by the Land Transfer Agreement, it shall continue to serve as some evidence of the Parties' intent in making and delivering those deeds and instruments for so long as the last covenant contained in or contemplated by the Land Transfer Agreement shall remain in force and effect. Nonetheless, in the event of an irreconcilable conflict between the Land Transfer Agreement or its exhibits and a deed or instrument executed and delivered pursuant to the Land Transfer Agreement, or made, executed and delivered to supplement or amend the Land Transfer Agreement, the latter shall prevail.

4. <u>Conflicts</u>. The purpose of this Memorandum is to give notice of the terms and conditions of the Land Transfer Agreement which materially affect the title to the Property. This Memorandum shall not modify in any manner the terms and conditions, including covenants running with various portions of the Property, and the Parties agree that this Memorandum is not intended nor shall it be used to interpret the Land Transfer Agreement or any instrument delivered under or associated with the Land Transfer Agreement or to determine the intent of the Parties with respect to the matters associated with the Land Transfer Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Land Transfer Agreement and this Memorandum, the Land Transfer Agreement shall control.

 <u>Counterparts</u>. For the convenience of the Parties, this Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC. has caused this MEMORANDUM OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of the day and year first above written.

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

ATTEST:

	0y:	
	Dan Rowe, President	Date
Vonnie Patronis, Secretary		
	By:	
	Philip Griffitts, Jr. Chairman	Date

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this ______ day of ______ 2016, by Dan Rowe, Philip Criffets, Jr. and Yonnie Patronis, as President, Chairman and Secretary, respectively of the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida corporation not-for-profit, on behalf of said corporation, who are personally known to me or who have produced as identification.

Notary Public, State of Florida	
Print Name:	
My Commission Explores:	

IN WITNESS WHEREOF, THE SCHOOL BOARD OF BAY COUNTY has caused this MEMORANDUM

OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of

the day and year first above written.

THE SCHOOL BOARD OF BAY COUNTY

ATTEST:

8y-___

Steve Moss, Chairman

Date

William V. Husfelt, III Superintendent

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this ______ day of ______, 2016 by Steve Moss and William V. Huslelt, III as Chairman and Superintendent, respectively, of THE SCHOOL BOARD OF BAY COUNTY, FLORIDA on behalf of said Board, who are personally known to me or have produced _______as identification.

> Notary Public, State of Florida Print Name: ______ My Commission Expires:

IN WITNESS WHEREOF, THE ST. JOE COMPANY has caused this MEMORANOUM OF PUBLIC.

SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of the day and

year first above written.

THE ST. JOE COMPANY

ATTEST:

By: _____

Jorge Gonzalez, President

Date

Secretary

STATE OF FLORIDA COUNTY OF WALTON

The foregoing instrument was acknowledged before me this _____ day of ______. 2016, by lorge Gonzalez, and ______ as President and Secretary, respectively, of THE ST. JOE COMPANY, a Florida corporation, on behalf of said corporation. They are personally known to me.

> Notary Public, State of Plorida at Large Print Name: ______ My Commission Expires:

6

IN WITNESS WHEREOF, the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, has caused this MEMORANDUM OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

ATTEST:

By:_____

Mike Nelson, Chairman

Date

Bill Kinsaul Clerk

Approved as to Form,

Don Banks, County Actomey

IN WITNESS WHEREOF, the BAY COUNTY TOURIST LAND TRANSFER COUNCIL has caused this MEMORANOUM OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of the day and year first above written.

BAT COUNTY TOURIST DEVELOPMENT COUNCIL

ATTEST:

By: _____

Fhilip Griffets, Jr. Chairman

Date.

Yonnie Patronis, Secretary

STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of ______ 2016, by Philip Griffitts, Jr. and Tonnie Patronis, as Chairman and Secretary, respectively of the BAY COUNTY TOURIST DEVELOPMENT COUNCIL, an advisory agency of the Board of County Commissioners of Bay County, Florida, on behalf of said agency, who are personally known to me or have produced as identification.

> Notary Public, State of Florida Print Name: My Commission Expires

IN WITNESS WHEREOF, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION has caused this MEMORANDUM OF PUBLIC SCHOOL AND SPORTS PARK LAND TRANSFER AGREEMENT to be executed in its name as of the day and year first above written, solely as to the limited aspect of the Department's role in the construction improvements within its right of way at the intersection of Cauley Avenue and Highway 98 as particularly described in Paragraph 16 of that Agreement.

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____ Date ____

Rs:

Print Same:

Print Name:

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of ______, 2016, by ________as ______of the STATE OF RORDA DEPARTMENT OF TRANSPORTATION on behalf of said Department, who is personally known to me or has produced _______as identification.

> Notary Public, State of Florida Frint Name: ______ My Commission Expires:

Property

Exhibit "M" Warranty Deed from St. Joe to PCB Fire Station Property Property by Eranklin Herrison, Espere Herrison Sofe McCles 304 Magnetic Avenue Animes City, 12, 32401 (5301 2015 5134

his No-

WARRANTY DEED

This indexture made on ______ 2016 A.D., by

THE ST. JOE COMPANY, a Florida corporation, 6k/a St. Joe Corporation whose address is: 133 Watersound Parkway N., Watersound, Florida 32413 hereinafter called the "granter", to

City of Panama City Beach, Florida schore address is: 110 S. Arnold Road, Panama City Beach, FL 32413 bereinafter called the "granter".

> (Which terms "Genetar" and "Genetars" shall include singular or planel, corporation or indevoluti, and rather nex, and shall include heirs, legal representatives, successors and essigns of the same).

Witnesseth, that the granter, for and in consideration of this property always being used for school purposes supporting sports tourism, the sum of Test Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms anto the granter, all that oritain land aluate in Bay, Florida, to-wit

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Parcel Identification Number

Together with all tenements, hereditaments and appartenances therearto belonging or in any way appertaining.

Subject to all reservations, envenants, conditions, restrictions and consensats of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

By acorptance and execution of this Deed Grantee hereby agrees to the following terms and provisions:

7. MISCELLANEOUS.

- 3.1 Successes and Assigns The rights, orvenants and nutrictions contained herein shall run with the title to the Property and be hinding upon Grantee and all subsequent owners of the Property, or any portions of the Property.
- 2.2 <u>Remedies for Default</u>. The covenants, conditions and essentiate contained herein constitute obligations running with the title of the Property and shall be enforceable by the Grantor, and its successors and assigns. To the extent

that Grantee, in successors or nesigns shall default in its obligations pursuant to the terms of this Deed, Granter and its soccessors and assigns shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained, including specific performance, recognizing that damages may be an isodequate termely.

- 2.3 Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any perion or any property shall be prohibited or hald invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.
- 2.4 Waiver of Restrictions and Assignment. This Deed constitutes an agreement between Grantor and Grantoe as to all provision contained herein. Notwithstanding anything contained herein to the constary, this Deed is not intended nor shall it be construed to create any rights or remedies as to any third parties. Grantor, may, at its sole election waive or cancel any of the restrictions set forth herein is whole or in part at any time or from time to time and/or may assign any and all of its rights, powers, and privileges under this Deed to any other corporation, association or person, without the consent or joinder of any other party.

To Have and to Hold, the same in fee simple forever.

And the granter hereby covenants with said grantee that the granter is lawfully seized of said hand in fee simple; that the granter has good right and lawful authority to sell and convey said land; that the granter hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whermoever; and that said land is free of all encombrances except taxes for the year of closing and subsequent years which are not yet due and payable.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

THE ST. JOE COMPANY, a Florida carporation

	By:	
Witness Signature Print Name:	18:	
· · · · · · · · · · · · · · · · · · ·		
Witness Signmen Print Name		
State of County of		
THE FOREGOING INSTRUMENT WAS ACKN	OWLEDGED before me on	_
behalf of THE ST. JOE COMPANY, a corpor personally known to me or who has produced a va		e ef Florida, who is

NOTARY PUBLIC

Printed Name of Notary My Commission Expires:



Panama City Beach Sports Complex Outdoor Field Complex Five-Year Operating Pro Forma

Date: August 2017

Note: SFA has no responsibility to update this financial forecast for events and circumstances that occur after the date of these deliverables. The findings presented herein reflect analysis of primary and secondary sources of information. SFA utilized sources deemed to be reliable but cannot guarantee their accuracy. Moreover, estimates and analysis presented in this financial forecast are based on trends and assumptions, which usually result in differences between the projected results and actual results. Because events and circumstances frequently do not occur as expected, those differences may be material.

Total Revenue & Expenses

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Soccer Rental Tournaments	\$188,400	\$233,100	\$301,980	\$364,560	\$369,873	\$380,969	\$392,398	\$404,170	\$416,295	\$428.784
Lacrosse Rental Tournaments	\$24,480	\$47,760	\$72,960	\$84,240	\$85,428	\$87,991	\$90,631	\$93,349	\$96,150	\$99,034
Other Rental Tournaments	\$27,280	\$49,780	\$67,060	\$67,060	\$68,149	\$70,193	\$72,299	\$74,468	\$76,702	\$79,003
Baseball Rental Tournaments	\$145,200	\$173,400	\$208,740	\$208,740	\$212,667	\$219,047	\$225,618	\$232,387	\$239,359	\$246,539
Outdoor Field Rental	\$34,864	\$36,607	\$40,359	\$42,377	\$44,496	\$45,831	\$47,206	\$48,622	\$50,081	\$51,583
Food & Beverage	\$355,865	\$461,971	\$563,374	\$617,825	\$617,825	\$636,360	\$655,451	\$675,114	\$695,368	\$716,229
Hotel Rebates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Revenue	\$100,000	\$125,000	\$137,500	\$151,250	\$166,375	\$171,366	\$176,507	\$181,802	\$187,257	\$192,874
Total Revenue	\$876,089	\$1,127,618	\$1,391,973	\$1,536,053	\$1,564,814	\$1,611,758	\$1,660,111	\$1,709,914	\$1,761,211	\$1,814,048
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Soccer Rental Tournaments	\$17,220	\$22,140	\$27,858	\$32,946	\$33,477	\$34,482	\$35,516	\$36,582	\$37,679	\$38,809
Lacrosse Rental Tournaments	\$2,448	\$4,200	\$6,144	\$6,696	\$6,815	\$7,019	\$7,230	\$7,447	\$7,670	\$7,900
Other Rental Tournaments	\$4,136	\$6,026	\$7,394	\$7,394	\$7,503	\$7,728	\$7,960	\$8,199	\$8,445	\$8,698
Baseball Rental Tournaments	\$28,920	\$34,515	\$41,181	\$41,181	\$41,770	\$43,023	\$44,314	\$45,643	\$47,013	\$48,423
Outdoor Field Rental	\$1,743	\$1,830	\$2,018	\$2,119	\$2,225	\$2,292	\$2,360	\$2,431	\$2,504	\$2,579
Food & Beverage	\$210,284	\$272,983	\$332,903	\$365,079	\$365,079	\$376,031	\$387,312	\$398,931	\$410,899	\$423,226
Hotel Rebates	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Secondary Revenue	\$30,000	\$37,500	\$41,250	\$45,375	\$49,913	\$51,410	\$52,952	\$54,541	\$56,177	\$57,862
Total Cost of Goods Sold	\$294,751	\$379,194	\$458,748	\$500,789	\$506,781	\$521,984	\$537,644	\$553,773	\$570,386	\$587,498
Gross Margin	\$581,338	\$748,424	\$933,226	\$1,035,263	\$1,058,033	\$1,089,774	\$1,122,467	\$1,156,141	\$1,190,825	\$1,226,550
% of Revenue	66%	66%	67%	67%	68%	68%	68%	68%	68%	68%
Facility Expenses	\$261,962	\$277,883	\$293,346	\$301,635	\$304,661	\$309,231	\$313,870	\$318,578	\$323,356	\$328,207
Operating Expense	\$271,144	\$280,829	\$292,059	\$298,488	\$300,314	\$304,818	\$309,391	\$314,032	\$318,742	\$236,523
Management Payroll	\$240,000	\$249,600	\$259,584	\$269,967	\$280,766	\$291,997	\$303,677	\$315,824	\$328,457	\$341,595
Payroll Taxes/Benefits/Bonus	\$105,428	\$123,152	\$141,391	\$151,882	\$155,276	\$157,605	\$159,970	\$162,369	\$164,805	\$167,277
Total Operating Expenses	<mark>\$878,533</mark>	\$931,463	\$986,380	\$1,021,971	\$1,041,018	\$1,063,652	\$1,086,907	\$1,110,802	\$1,135,360	\$1,073,602
EBITDA	(\$297,195)	(\$183,039)	(\$53,154)	\$13,292	\$17,015	\$26,122	\$35,560	\$45,339	\$55,465	\$152,948
% of Revenue	-34%	-16%	-4%	1%	1%	2%	2%	3%	3%	8%
Economic Impact	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Non-Local Days in Market	137,390	189,642	239,877	272,464	272,464	272,464	272,464	272,464	272,464	272,464
Total Room Nights	37,023	51,402	65,242	74,377	74,377	74,377	74,377	74,377	74,377	74,377
Total Economic Impact	\$13,951,394	\$19,257,354	\$24,358,597	\$27,667,608	\$27,667,608	\$27,667,608	\$27,667,608	\$27,667,608	\$27,667,608	\$27,667,608
County Tax Revenue Generation	\$327,492	\$453,555	\$574,841	\$654,309	\$654,309	\$654,309	\$654,309	\$654,309	\$654,309	\$654,309
Not Einansis Impost	¢20.000	\$270 E4E	\$504 607	¢667.604	\$674.204	¢600 430	¢600.060	¢600.647	\$700 77 <i>4</i>	¢007.057
Net Financial Impact	\$30,296	\$270,515	\$521,687	\$667,601	\$671,324	\$680,430	\$689,869	\$699,647	\$709,774	\$807,257



Economic Impact Summary

Economic Impact

Number of Events Per Year

	Year 1	Year 2	Year 3	Year 4	Year 5
Soccer Tournaments	10	11	12	13	13
Lacrosse Tournaments	2	3	4	4	4
Other Field Tournaments	6	8	9	9	9
Baseball/Softball Tournaments	11	12	13	13	13
Total Events Per Year	29	34	38	39	39

Per Person Spending By Category

	Amount	% of Total
Lodging/Accommodations	\$25.43	25.0%
Dining/Groceries	\$38.25	37.7%
Transportation	\$6.50	6.4%
Entertainment/Attractions	\$3.06	3.0%
Retail	\$17.98	17.7%
Miscellaneous	\$10.33	10.2%
Total	\$101.55	100%

Economic Impact Drivers

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Non-Local Days in Market	137,390	189,642	239,877	272,464	272,464
Total Room Nights	37,023	51,402	65,242	74,377	74,377

Economic Impact

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending	\$13,951,394	\$19,257,354	\$24,358,597	\$27,667,608	\$27,667,608
Total Indirect Spending	\$0	\$0	\$0	\$0	\$0
Total Economic Impact	\$13,951,394	\$19,257,354	\$24,358,597	\$27,667,608	\$27,667,608



Program Revenue and Cost of Goods Sold

Soccer Field Rental Tournament Revenue & Expenses

Revenue	Manut Assume		Amo	unt per Ac	tivity			Num	ber of Ev	rents		Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Tear 1	rear 2	rear 3	rear 4	rear 5
Small Tournament - 6 Full Fields (2 D)ays)																
Team Information	72 Teams, 15 Player Ave.											1080					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	6	4	2	0	0	12	\$21,600	\$14,400	\$7,920	\$0	\$0
Entry (Gate/Parking) Fees - Tournamer	nt Pas 100% of guests (2.0/player)	\$10	\$10	\$10	\$10	\$10	6	4	2	0	0	2160	\$129,600	\$86,400	\$43,200	\$0	\$0
Medium Tournament - 8 Full Fields (2	2 Days)																
Team Information	96 Teams, 15 Player Ave.											1440					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	2	3	4	5	5	16	\$9,600	\$14,400	\$21,120	\$26,400	\$27,720
Entry (Gate/Parking) Fees - Tournamer	nt Pas 100% of guests (2.0/player)	\$10	\$10	\$10	\$10	\$10	2	3	4	5	5	2880	\$57,600	\$86,400	\$115,200	\$144,000	\$144,000
Large Tournament - 9 Full Fields (2.5	Days)																-
Team Information	108 Teams, 15 Player Ave.											1620					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	2	3	4	5	5	25	\$15,000	\$22,500	\$33,000	\$41,250	\$43,313
Entry (Gate/Parking) Fees - Tournamer	nt Pas 100% of guests (2.0/player)	\$15	\$10	\$10	\$10	\$10	2	3	4	5	5	3240	\$97,200	\$97,200	\$129,600	\$162,000	\$162,000
Extra Large Tournament - 13 Full Fie	lds (3 Days)																
Team Information	156 Teams, 15 Player Ave.											2340					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	0	1	2	3	3	39	\$0	\$11,700	\$25,740	\$38,610	\$40,541
Entry (Gate/Parking) Fees - Tournamer	nt Pas 100% of guests (2.0/player)	\$15	\$15	\$15	\$15	\$15	0	1	2	3	3	4680	\$0	\$70,200	\$140,400	\$210,600	\$210,600
Entry Fee Reduction of Revenue	50% to Rights Holder												(\$142,200)	(\$170,100)	(\$214,200)	(\$258,300)	(\$258,300)
	Non-capacity growth rate		1.00	1.10	1.00	1.05	10	11	12	13	13						
	Capacity growth rate		1.10	1.10	1.10	1.10											ļ
		Area Re	venue										\$188,400	\$233,100	\$301,980	\$364,560	\$369,873
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Facility Attendant Staff	10% Rental Fees												\$4,620	\$6,300	\$8,778	\$10,626	\$11,157
Entry Staff	\$0.25 Per Sale												\$6,300	\$7,920	\$9,540	\$11,160	\$11,160
Entry Pass Cost	\$0.25 Per Ticket												\$6,300	\$7,920	\$9,540	\$11,160	\$11,160
Trainer Fees	Pass Through												\$0	\$0	\$0	\$0	\$0
		Area Ex	pense										\$17,220	\$22,140	\$27,858	\$32,946	\$33,477
		Net Rev	0000										\$474 400	¢040.000	6074 400	¢004.04.4	¢000.000
		Net Rev	renue										\$171,180	\$210,960	\$274,122	\$331,614	\$336,396

Lacrosse Rental Tournament Revenue & Expenses

Revenue	Mgmt. Assump.		Amo	unt per Ac	tivity			Num	ber of Ev	rents		Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgnit. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Tear I	Tedi 2	Tear 5	Tedi 4	rear 5
Small Lacrosse Tournament - 6 Full F	Fields (2 Days)																
Team Information	48 Teams, 18 Player Ave.											864					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	2	2	2	1	1	12	\$7,200	\$7,200	\$7,920	\$3,960	\$4,158
Entry (Gate/Parking) Fees - Tournamen	t Pas 100% of guests (2.0/player)	\$10	\$10	\$10	\$10	\$10	2	2	2	1	1	1728	\$34,560	\$34,560	\$34,560	\$17,280	\$17,280
Medium Lacrosse Tournament - 8 Fu	II Fields (2.5 Days)																
Team Information	64 Teams, 18 Player Ave.											1152					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	0	1	2	3	3	20	\$0	\$6,000	\$13,200	\$19,800	\$20,790
Entry (Gate/Parking) Fees - Tournamen	t Pas 100% of guests (2.0/player)	\$15	\$15	\$15	\$15	\$15	0	1	2	3	3	2304	\$0	\$34,560	\$69,120	\$103,680	\$103,680
Entry Fee Reduction of Revenue	50% to Rights Holder												(\$17,280)	(\$34,560)	(\$51,840)	(\$60,480)	(\$60,480)
	Non-capacity growth rate		1.00	1.10	1.00	1.05	2	3	4	4	4						
	Capacity growth rate		1.10	1.10	1.10	1.10											
		Area I	Revenue										\$24,480	\$47,760	\$72,960	\$84,240	\$85,428
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Facility Attendant Staff	10% Rental Fees												\$720	\$1,320	\$2,112	\$2,376	\$2,495
Entry Staff	\$0.25 Per Sale												\$864	\$1,440	\$2,016	\$2,160	\$2,160
Entry Pass Cost	\$0.25 Per Ticket												\$864	\$1,440	\$2,016	\$2,160	\$2,160
Trainer Fees	Pass Through												\$0	\$0	\$0	\$0	\$0
		Area I	Expense										\$2,448	\$4,200	\$6,144	\$6,696	\$6,815
		Net R	evenue										\$22,032	\$43,560	\$66,816	\$77,544	\$78,613

Other Rental Tournament Revenue & Expenses

Bauaaua	Manut Assume		Amo	unt per Ac	tivity			Num	hber of Ev	vents		Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Year 1	Year 2	Year 3	Year 4	rear 5
Other Tournaments - Small Tou	ırnament - 4 Full Fields (1 Day)																
Team Information	32 Teams, 15 Player Ave.											480					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	4	4	4	4	4	4	\$4,800	\$4,800	\$5,280	\$5,280	\$5,544
Entry (Gate/Parking) Fees - Tourn	nament Pas 100% of guests (2.0/player)	\$5	\$5	\$5	\$5	\$5	4	4	4	4	4	960	\$19,200	\$19,200	\$19,200	\$19,200	\$19,200
Other Tournaments - Small Tou	Irnament - 4 Full Fields (1 Day)			· · ·	· · ·	· · ·											
Team Information	32 Teams, 28 Player Ave.											896					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	1	1	1	1	1	4	\$1,200	\$1,200	\$1,320	\$1,320	\$1,386
Entry (Gate/Parking) Fees - Tourn	nament Pas 100% of guests (2.0/player)	\$5	\$5	\$5	\$5	\$5	1	1	1	1	1	1792	\$8,960	\$8,960	\$8,960	\$8,960	\$8,960
Other Tournaments - Medium To	ournament - 4 Full Fields (2 Days)																
Team Information	32 Teams, 15 Player Ave.											480					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	1	2	2	2	2	8	\$2,400	\$4,800	\$5,280	\$5,280	\$5,544
Entry (Gate/Parking) Fees - Tourn	nament Pas 100% of guests (2.0/player)	\$10	\$10	\$10	\$10	\$10	1	2	2	2	2	960	\$9,600	\$19,200	\$19,200	\$19,200	\$19,200
Other Tournaments - Large Tou	Irnament - 6 Full Fields (2.5 Days)																
Team Information	48 Teams, 15 Player Ave.											720					
Rental Fees	Daily Rental Rate/Field	\$300	\$300	\$330	\$330	\$347	0	1	2	2	2	15	\$0	\$4,500	\$9,900	\$9,900	\$10,395
Entry (Gate/Parking) Fees - Tourn	nament Pas 100% of guests (2.0/player)	\$15	\$15	\$15	\$15	\$15	0	1	2	2	2	1440	\$0	\$21,600	\$43,200	\$43,200	\$43,200
Entry Fee Reduction of Revenue	50% to Rights Holder												(\$18,880)	(\$34,480)	(\$45,280)	(\$45,280)	(\$45,280)
	Non-capacity growth rate		1.00	1.10	1.00	1.05	6	8	9	9	9						
	Capacity growth rate		1.10	1.10	1.10	1.10											
		Area F	Revenue										\$27,280	\$49,780	\$67,060	\$67,060	\$68,149
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Facility Attendant Staff	10% Rental Fees												\$840	\$1,530	\$2,178	\$2,178	\$2,287
Entry Staff	\$0.25 Per Sale												\$1,648	\$2,248	\$2,608	\$2,608	\$2,608
Entry Pass Cost	\$0.25 Per Ticket												\$1,648	\$2,248	\$2,608	\$2,608	\$2,608
Trainer Fees	Pass Through												\$0	\$0	\$0	\$0	\$0
		Area E	xpense										\$4,136	\$6,026	\$7,394	\$7,394	\$7,503
		N-4 D															
		Net R	evenue										\$23,144	\$43,754	\$59,666	\$59,666	\$60,646

Baseball/Softball Field Rental Tournament Revenue & Expenses

Revenue	Manut Assume		Amo	ount per Ac	tivity		Nur	mber of F	Participan	its per Yea	r	Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgmt Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	reari	rear 2	rear 3	rear 4	rear 5
Small Tournament - 5 Fields 2 Days																	
Team Information												525					
Baseball/Softball Field	35 teams/15 players per team											35					
Rental Fees	Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	8	7	6	6	6	10	\$24,000	\$21,000	\$19,800	\$19,800	\$20,790
Entry (Gate/Parking) Fees - Tournament Pa	as 100% of guests (2.0 fans/player)	\$10	\$10	\$10	\$10	\$10	8	7	6	6	6	1050	\$84,000	\$73,500	\$63,000	\$63,000	\$63,000
Medium Tournament - 8 Fields 2 Days																	
Team Information												840					
Baseball/Softball Field	56 teams/15 players per team											56					
Rental Fees	Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	1	2	3	3	3	16	\$4,800	\$9,600	\$15,840	\$15,840	\$16,632
Entry (Gate/Parking) Fees - Tournament Pa	as 100% of guests (2.0 fans/player)	\$10	\$10	\$10	\$10	\$10	1	2	3	3	3	1680	\$16,800	\$33,600	\$50,400	\$50,400	\$50,400
Large Tournament - 10 Fields 2.5 Days																	
Team Information												1050					
Baseball/Softball Field	70 teams/15 players per team											70					
Rental Fees	Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	0	1	2	2	2	25	\$0	\$7,500	\$16,500	\$16,500	\$17,325
Entry (Gate/Parking) Fees - Tournament Pa	as 100% of guests (2.0 fans/player)	\$15	\$15	\$15	\$15	\$15	0	1	2	2	2	2100	\$0	\$31,500	\$63,000	\$63,000	\$63,000
Large Tournament - 10 Fields, 4 Days																	
Team Information												1050					
Baseball/Softball Field	70 teams/15 players per team											70					
Rental Fees	Daily Rental Rate	\$300	\$300	\$330	\$330	\$347	2	2	2	2	2	40	\$24,000	\$24,000	\$26,400	\$26,400	\$27,720
Entry (Gate/Parking) Fees - Tournament Pa		\$20	\$20	\$20	\$20	\$20	2	2	2	2	2	2100	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000
Entry Fee Reduction of Revenue	50% to Rights Holder												(\$92,400)	(\$111,300)	(\$130,200)	(\$130,200)	(\$130,200)
	Non-capacity growth rate		1.00	1.10	1.00	1.05	11	12	13	13	13						
	Capacity growth rate		1.10	1.10	1.10	1.10											
			Area Reve	nue									\$145,200	\$173,400	\$208,740	\$208,740	\$212,667
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Tournament Hosting Expenses	5% Gross Revenue												\$7,260	\$8,670	\$10,437	\$10,437	\$10,633
Tournament Support Staff	10% Gross Revenue												\$14,520	\$17,340	\$20,874	\$20,874	\$21,267
Entry Staff	\$0.25 Per Sale												\$3,570	\$4,253	\$4,935	\$4,935	\$4,935
Entry Pass Cost	\$0.25 Per Ticket												\$3,570	\$4,253	\$4,935	\$4,935	\$4,935
Trainer Fees	Pass Through												\$0	\$0	\$0	\$0	\$0
			Area Expe	ense									\$28,920	\$34,515	\$41,181	\$41,181	\$41,770
			Net Rever	nue									\$116,280	\$138,885	\$167,559	\$167,559	\$170,897

Outdoor Field Rental Revenue & Expenses

Revenue	Mgmt. Assump.		Prie	ce per Se	ssion			Numbe	r per Ses	sion		Sellable	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Sessions	Tear I	Tedi 2	rear 5	Teal 4	rear 5
Baseball/Softball Field Rer	ntals																
Sept Oct.	\$/Hour	\$40	\$40	\$42	\$42	\$44	64	67	71	74	74	1	\$2,560	\$2,688	\$2,964	\$3,112	\$3,267
Nov Dec.	\$/Hour	\$40	\$40	\$42	\$42	\$44	-	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Jan Feb.	\$/Hour	\$40	\$40	\$42	\$42	\$44	-	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Mar Apr.	\$/Hour	\$40	\$40	\$42	\$42	\$44	64	67	71	74	74	1	\$2,560	\$2,688	\$2,964	\$3,112	\$3,267
May - June	\$/Hour	\$40	\$40	\$42	\$42	\$44	96	101	106	111	111	1	\$3,840	\$4,032	\$4,445	\$4,668	\$4,901
July - Aug	\$/Hour	\$40	\$40	\$42	\$42	\$44	96	101	106	111	111	1	\$3,840	\$4,032	\$4,445	\$4,668	\$4,901
Multi-Purpose Field Rental	s																
Sept Oct.	\$/Hour	\$35	\$35	\$37	\$37	\$39	112	118	123	130	130	1	\$3,920	\$4,116	\$4,538	\$4,765	\$5,003
Nov Dec.	\$/Hour	\$35	\$35	\$37	\$37	\$39	72	76	79	83	83	1	\$2,520	\$2,646	\$2,917	\$3,063	\$3,216
Jan Feb.	\$/Hour	\$35	\$35	\$37	\$37	\$39	-	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Mar Apr.	\$/Hour	\$35	\$35	\$37	\$37	\$39	96	101	106	111	111	1	\$3,360	\$3,528	\$3,890	\$4,084	\$4,288
May - June	\$/Hour	\$35	\$35	\$37	\$37	\$39	96	101	106	111	111	1	\$3,360	\$3,528	\$3,890	\$4,084	\$4,288
July - Aug	\$/Hour	\$35	\$35	\$37	\$37	\$39	96	101	106	111	111	1	\$3,360	\$3,528	\$3,890	\$4,084	\$4,288
Field Light Usage Charge	\$/Hour	\$20	\$20	\$21	\$21	\$22	277	291	306	321	321	1	\$5,544	\$5,821	\$6,418	\$6,739	\$7,076
	Non-capacity growth rate		1.00	1.05	1.00	1.05		1.05	1.05	1.05	1.00			·	·		
	Capacity growth rate		1.10	1.10	1.10	1.10		1.00	1.00	1.00	1.00						
			Are	ea Reven	ue								\$34,864	\$36,607	\$40,359	\$42,377	\$44,496
Expense	Mgmt Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Facility Attendant Staff	5% of Revenue												\$1,743	\$1,830	\$2,018	\$2,119	\$2,225
			Ar	ea Expen	se								\$1,743	\$1,830	\$2,018	\$2,119	\$2,225
			Ne	et Revenu	e								\$33,121	\$34,777	\$38,341	\$40,259	\$42,271

Food & Beverage Revenue & Expenses

Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concessions Sales	· · · ·	\$323,514	\$419,974	\$512,158	\$561,659	\$561,659
Vending Income	10% Concession sales	\$32,351	\$41,997	\$51,216	\$56,166	\$56,166
	Area Revenue	\$355,865	\$461,971	\$563,374	\$617,825	\$617,825
Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concessions Food	30% Concession Sales	\$97,054	\$125,992	\$153,647	\$168,498	\$168,498
Vending Expenses	50% Vending Sales	\$16,176	\$20,999	\$25,608	\$28,083	\$28,083
Concessions Coordinator/	Manage 10% Concession Sales	\$32,351	\$41,997	\$51,216	\$56,166	\$56,166
Concessions Wages	20% Concession Sales	\$64,703	\$83,995	\$102,432	\$112,332	\$112,332
-	Area Expense	\$210,284	\$272,983	\$332,903	\$365,079	\$365,079
	Net Revenue	\$145,581	\$188,988	\$230,471	\$252,747	\$252,747

Hotel Rebates

_		Nights Per	Rebate		Number	of Events	per Year		# Non-Local	# Non-Local	Hotel		Veer 2 Veer 2			
Revenue	Mgmt. Assump.	Event	Rate	Year 1		Year 3			Participants	Fans	Rooms/Night	Year 1	Year 2	Year 3	Year 4	Year 5
Small Soccer Rental Tournament	80% non-local attendance	1.6	\$0	6	4	2	0	0	864	1728	864	\$0	\$0	\$0	\$0	\$0
Medium Soccer Rental Tournament	90% non-local attendance	1.6	\$0	2	3	4	5	5	1296	2592	1296	\$0	\$0	\$0	\$0	\$0
Large Soccer Rental Tournament	95% non-local attendance	2	\$0	2	3	4	5	5	1539	3078	1539	\$0	\$0	\$0	\$0	\$0
Extra Large Soccer Rental Tournament	95% non-local attendance	2.6	\$0	0	1	2	3	3	2223	4446	2223	\$0	\$0	\$0	\$0	\$0
Small Lacrosse Tournament - 6 Full Fields (2 Days)	80% non-local attendance	1.6	\$0	2	2	2	1	1	691	1382	691	\$0	\$0	\$0	\$0	\$0
Medium Lacrosse Tournament - 8 Full Fields (2.5 Days)	90% non-local attendance	2	\$0	0	1	2	3	3	1037	2074	1037	\$0	\$0	\$0	\$0	\$0
Other Tournaments - Small Tournament - 4 Full Fields (1 Day)	70% non-local attendance	0.6	\$0	4	4	4	4	4	336	672	336	\$0	\$0	\$0	\$0	\$0
Other Tournaments - Small Tournament - 4 Full Fields (1 Day)	80% non-local attendance	0.6	\$0	1	1	1	1	1	717	1434	717	\$0	\$0	\$0	\$0	\$0
Other Tournaments - Medium Tournament - 4 Full Fields (2 Days)	70% non-local attendance	1.6	\$0	1	2	2	2	2	336	672	336	\$0	\$0	\$0	\$0	\$0
Other Tournaments - Large Tournament - 6 Full Fields (2.5 Days)	80% non-local attendance	2	\$0	0	1	2	2	2	576	1152	576	\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Rental- Small	90% non-local attendance	1.6	\$0	8	7	6	6	6	473	945	473	\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Rental- Medium	90% non-local attendance	1.6	\$0	1	2	3	3	3	756	1512	756	\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Rental- Large	95% non-local attendance	2	\$0	0	1	2	2	2	998	1995	998	\$0	\$0	\$0	\$0	\$0
Baseball/Softball Field Rental- Large, 4 Days	95% non-local attendance	3.6	\$0	2	2	2	2	2	998	1995	998	\$0	\$0	\$0	\$0	\$0
Unredeemed Rebates	33% Reduction of Revenue											\$0	\$0	\$0	\$0	\$0
				29	34	38	39	39								
Area Revenue												\$0	\$0	\$0	\$0	\$0
Expense												Year 1	Year 2	Year 3	Year 4	Year 5
Area Expense												\$0	\$0	\$0	\$0	\$0
Net Revenue												\$0	\$0	\$0	\$0	\$0

Secondary Revenue Areas

Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Advertisement/Sponsorship Income		\$100,000	\$125,000	\$137,500	\$151,250	\$166,375
	Area Revenue	\$100,000	\$125,000	\$137,500	\$151,250	\$166,375
Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Advertisement Hard Cost	Printing of Ad/Sponsors within Facility (10% of Ad Inc.)	\$10,000	\$12,500	\$13,750	\$15,125	\$16,638
Sponsorship Commissions		\$20,000	\$25,000	\$27,500	\$30,250	\$33,275
	Area Expense	\$30,000	\$37,500	\$41,250	\$45,375	\$49,913
	Net Revenue	\$70,000	\$87,500	\$96,250	\$105,875	\$116,463



Overhead Expenses

Facility Expenses

Indoor Buildings

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Janitorial Supplies		\$22,280	\$25,487	\$28,696	\$30,997	\$31,140
Safety Supplies		\$5,000	\$2,500	\$2,538	\$2,576	\$2,614
Hard Structure Maint. & Repairs		\$3,990	\$4,050	\$4,111	\$4,172	\$4,235
Hard Structure Utility Expense	\$1.25/SF	\$14,250	\$14,464	\$14,681	\$14,901	\$15,124
Total Indo	or Facility Expense	\$45,520	\$46,500	\$50,024	\$52,645	\$53,113

Outdoor Facility

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Turf Field Maint. & Labor	\$4,750/Field	\$19,000	\$19,285	\$19,574	\$19,868	\$20,166
385' Field Turf Field Maint. & Labor	\$7,500/Field	\$37,500	\$38,063	\$38,633	\$39,213	\$39,801
Natural Grass Field Irrigation	Based on Annual Precipitation	\$10,000	\$10,150	\$10,302	\$10,457	\$10,614
Natural Grass Field Maint. & Labor	\$17,000/Field	\$68,000	\$69,020	\$70,055	\$71,106	\$72,173
Field Painting/Striping Supplies & Labor	\$150/New Stripe, \$60/Re-Stripe	\$21,092	\$24,729	\$27,638	\$28,366	\$28,366
Grounds Maintenance and Labor	\$1,500/Acre	\$28,650	\$29,080	\$29,516	\$29,959	\$30,408
Field Lighting		\$32,199	\$41,056	\$47,602	\$50,021	\$50,021
Total Outdoor Fa	cility Expense	\$216,442	\$231,382	\$243,322	\$248,989	\$251,548
Total Facility	/ Expense	\$261,962	\$277,883	\$293,346	\$301,635	\$304,661

Operating Expenses

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Accounting Fees	County Expense	\$0	\$0	\$0	\$0	\$0
Bank Service Charges	Misc. Banking Fees	\$17,522	\$22,552	\$27,839	\$30,721	\$31,296
Communications	IT/Phone/Cable/Internet	\$12,000	\$12,180	\$12,363	\$12,548	\$12,736
Dues/Subscriptions		\$500	\$508	\$515	\$523	\$531
Employee Uniforms		\$2,500	\$1,500	\$1,523	\$1,545	\$1,569
General Advertising		\$17,522	\$22,552	\$27,839	\$30,721	\$31,296
Tournament Business Development	County Expense	\$0	\$0	\$0	\$0	\$0
Insurance-Property	County Expense	\$0	\$0	\$0	\$0	\$0
Insurance-Liability	County Expense	\$0	\$0	\$0	\$0	\$0
Legal Fees	County Expense	\$0	\$0	\$0	\$0	\$0
Licenses, Permits	Food Licenses, etc.	\$2,500	\$2,538	\$2,576	\$2,614	\$2,653
National Management & Marketing Service	Full-Time Management	\$174,000	\$174,000	\$174,000	\$174,000	\$174,000
National Management Travel		\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Office Supplies		\$5,000	\$5,075	\$5,151	\$5,228	\$5,307
Software		\$9,600	\$9,744	\$9,890	\$10,039	\$10,189
Travel and Education		\$12,000	\$12,180	\$12,363	\$12,548	\$12,736
Total Operating Expenses		\$271,144	\$280,829	\$292,059	\$298,488	\$300,314

Management Payroll Summary

Management Position	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
General Manager	(Base, Bonus Eligible)	\$75,000	\$78,000	\$81,120	\$84,365	\$87,739
Sports Tournament Director	(Base, Bonus Eligible)	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Marketing Assistant		\$30,000	\$31,200	\$32,448	\$33,746	\$35,096
Facility Manager		\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Office Manager/Bookkeeper		\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Admin Support	Part Time Support	\$15,000	\$15,600	\$16,224	\$16,873	\$17,548
Total Mar	nagement Payroll	\$240,000	\$249,600	\$259,584	\$269,967	\$280,766

Payroll Summary

	Total Payroll Summary	Mgmt. Assump	Pre-Open	Year 1	Year 2	Year 3	Year 4	Year 5
Mgmt	General Manager	12 months prior	\$75,000	\$75,000	\$78,000	\$81,120	\$84,365	\$87,739
Mgmt	Sports Tournament Director	10 months prior	\$33,333	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Mgmt	Marketing Assistant	8 months prior	\$20,000	\$30,000	\$31,200	\$32,448	\$33,746	\$35,096
Mgmt	Facility Manager	3 months prior	\$10,000	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Mgmt	Office Manager/Bookkeeper	6 months prior	\$20,000	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Mgmt	Admin Support	1 month prior	\$1,250	\$15,000	\$15,600	\$16,224	\$16,873	\$17,548
	Subtotal Management Payroll		\$159,583	\$240,000	\$249,600	\$259,584	\$269,967	\$280,766
Staff	Soccer Rental Tournament Staff	1 month prior	\$910	\$10,920	\$14,220	\$18,318	\$21,786	\$22,317
Staff	Lacrosse Rental Tournament Staff	1 month prior	\$132	\$1,584	\$2,760	\$4,128	\$4,536	\$4,655
Staff	Other Rental Tournament Staff	1 month prior	\$207	\$2,488	\$3,778	\$4,786	\$4,786	\$4,895
Staff	Baseball Rental Tournament Staff	1 month prior	\$1,508	\$18,090	\$21,593	\$25,809	\$25,809	\$26,202
Staff	Outdoor Field Rental Staff	1 month prior	\$145	\$1,743	\$1,830	\$2,018	\$2,119	\$2,225
Staff	Concession Coordinator/Manager	3 month prior	\$8,088	\$32,351	\$41,997	\$51,216	\$56,166	\$56,166
Staff	Concession Staff	1 month prior	\$5,392	\$64,703	\$83,995	\$102,432	\$112,332	\$112,332
Staff	Retail Staff	1 month prior	\$417	\$5,004	\$5,576	\$6,147	\$6,309	\$6,309
	Subtotal Sport Admin Staff		\$16,799	\$136,883	\$175,748	\$214,853	\$233,843	\$235,100
	Payroll Subtotal		\$176,382	\$376,883	\$425,348	\$474,437	\$503,810	\$515,866
	Bonus Pool		\$0	\$26,283	\$33,829	\$41,759	\$46,082	\$46,944
	Payroll Services		\$5,291	\$11,307	\$12,760	\$14,233	\$15,114	\$15,476
	Payroll Taxes/Benefits	18% of Payroll	\$31,749	\$67,839	\$76,563	\$85,399	\$90,686	\$92,856
	Payroll Taxes/Benefits/Bonus Totals		\$37,040	\$105,428	\$123,152	\$141,391	\$151,882	\$155,276
	Total Payroll			\$482,312	\$548,500	\$615,828	\$655,692	\$671,143



Panama City Beach Indoor Court Facility Five-Year Operating Pro Forma

Date: August 2017

Note: SFA has no responsibility to update this financial forecast for events and circumstances that occur after the date of these deliverables. The findings presented herein reflect analysis of primary and secondary sources of information. SFA utilized sources deemed to be reliable but cannot guarantee their accuracy. Moreover, estimates and analysis presented in this financial forecast are based on trends and assumptions, which usually result in differences between the projected results and actual results. Because events and circumstances frequently do not occur as expected, those differences may be material.



Total Revenue & Expenses

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Basketball Rental Tournaments	\$110,200	\$142,100	\$181,830	\$197,780	\$214,368
Volleyball Rental Tournaments	\$64,000	\$86,400	\$112,640	\$112,640	\$118,272
Indoor Court Rental Events	\$58,200	\$85,400	\$93,940	\$108,900	\$114,345
Court Rentals	\$48,500	\$50,925	\$56,145	\$58,952	\$64,995
Food & Beverage	\$251,035	\$340,206	\$378,097	\$402,299	\$410,318
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Secondary Revenue	\$100,000	\$125,000	\$137,500	\$151,250	\$166,375
Total Revenue	\$631,935	\$830,031	\$960,151	\$1,031,821	\$1,088,673
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Basketball Rental Tournaments	\$11,020	\$14,210	\$18,183	\$19,778	\$21,437
Volleyball Rental Tournaments	\$6,400	\$8,640	\$11,264	\$11,264	\$11,827
Indoor Court Rental Events	\$5,820	\$8,540	\$9,394	\$10,890	\$11,435
Court Rentals	\$2,425	\$2,546	\$2,807	\$2,948	\$3,250
Food & Beverage	\$125,518	\$170,103	\$189,048	\$201,149	\$205,159
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Secondary Revenue	\$30,000	\$37,500	\$41,250	\$45,375	\$49,913
Total Cost of Goods Sold	\$181,183	\$241,539	\$271,947	\$291,404	\$303,020
Gross Margin	\$450,753	\$588,492	\$688,205	\$740,417	\$785,653
% of Revenue	71%	71%	72%	72%	72%
	¢007.007	¢040.000	\$050.440	¢054.040	#050 000
Facility Expenses	\$237,227	\$243,900	\$250,146	\$254,842	\$258,630
Operating Expense	\$142,098	\$158,918	\$164,569	\$167,888	\$170,621
Management Payroll	\$215,000	\$223,600	\$232,544	\$241,846	\$251,520
Payroll Taxes/Benefits/Bonus	\$67,095	\$76,255	\$82,599	\$86,935	\$90,506
Total Operating Expenses	\$661,420	\$702,674	\$729,858	\$751,511	\$771,277
EBITDA	(\$210,668)	(\$114,182)	(\$41,653)	(\$11,094)	\$14,376
% of Revenue	-33%	-14%	-4%	-1%	1%
Economic Impact	Year 1	Year 2	Year 3	Year 4	Year 5
Total Non-Local Days in Market	90,696	125,772	140,172	149,112	151,692
Total Room Nights	22,342	30,798	34,419	36,682	37,419
Economic Impact	\$9,209,822	\$12,771,652	\$14,233,916	\$15,141,738	\$15,403,727



Economic Impact Summary



Economic Impact

Number of Events Per Year

	Year 1	Year 2	Year 3	Year 4	Year 5
Basketball Tournaments	10	13	15	16	16
Volleyball Tournaments	7	9	11	11	11
Other Sports Tournaments	5	7	7	8	8
Total Events Per Year	22	29	33	35	35

Per Person Spending By Category

	Amount	% of Total
Lodging/Accommodations	\$25.43	25.0%
Dining/Groceries	\$38.25	37.7%
Transportation	\$6.50	6.4%
Entertainment/Attractions	\$3.06	3.0%
Retail	\$17.98	17.7%
Miscellaneous	\$10.33	10.2%
Total	\$101.55	100%

Economic Impact Drivers

	Year 1	Year 2	Year 3	Year 4	Year 5
Non-Local Days in Market	90,696	125,772	140,172	149,112	151,692
Room Nights	22,342	30,798	34,419	36,682	37,419

Economic Impact

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Direct Spending	\$9,209,822	\$12,771,652	\$14,233,916	\$15,141,738	\$15,403,727
Total Indirect Spending	\$0	\$0	\$0	\$0	\$0
Total Economic Impact	\$9,209,822	\$12,771,652	\$14,233,916	\$15,141,738	\$15,403,727



Program Revenue and Cost of Goods Sold



Rental Basketball Tournament Revenue & Expenses

Revenue	Mgmt. Assump.		Amo	unt per Ac	tivity			Number of	of Events	per Year	r	Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Teal I	rear 2	rear 5	rear 4	rear 5
Small Tournament - 6 Courts, 2 Days																	
Teams	10 players per team						4	5	5	4	3	48					
Facility Fees	Rental, Gate Share, & Other Fees	\$4,350	\$4,350	\$4,785	\$4,785	\$5,024	4	5	5	4	3	2	\$34,800	\$43,500	\$47,850	\$38,280	\$30,146
Large Tournament - 8 Courts, 2 Days																	
Teams	10 players per team						4	6	8	10	10	64					
Facility Fees	Rental, Gate Share, & Other Fees	\$5,800	\$5,800	\$6,380	\$6,380	\$6,699	4	6	8	10	10	2	\$46,400	\$69,600	\$102,080	\$127,600	\$133,980
Large Tournament - 8 Courts, 2.5 Days																	
Teams	10 players per team						2	2	2	2	3	80					
Facility Fees	Rental, Gate Share, & Other Fees	\$5,800	\$5,800	\$6,380	\$6,380	\$6,699	2	2	2	2	3	3	\$29,000	\$29,000	\$31,900	\$31,900	\$50,243
	Non-capacity growth rate		1.00	1.10	1.00	1.05	10	13	15	16	16						
	Capacity growth rate		1.10	1.10	1.10	1.10	10	13	15	16	16						
		Are	ea Revenu	e									\$110,200	\$142,100	\$181,830	\$197,780	\$214,368
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Tournament Attendant Expenses	10% Gross Revenue												\$11,020	\$14.210	\$18,183	\$19,778	\$21,437
													\$11,020	\$14,210 \$0	\$10,103 \$0	\$19,778	¢21,437 \$0
Trainer Fees	Pass Through	٨٣	a Expens	•										ψŬ	ψŪ		
		An	a Expens	6									\$11,020	\$14,210	\$18,183	\$19,778	\$21,437
		Ne	et Revenue	•									\$99,180	\$127,890	\$163,647	\$178,002	\$192,931



Rental Volleyball Tournaments Revenue & Expenses

Revenue	Mgmt. Assump.		Amo	ount per Ac	tivity			Number	of Events	per Year		Ave.	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgnit: Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	leal l	Teal 2	Tear 5	Teal 4	Teal 5
Small Tournament - 8 Courts, 2 D	ays																
Teams	10 players per team						3	4	5	5	5	64					
Facility Fees	Rental, Gate Share, & Other Fees	\$3,200	\$3,200	\$3,520	\$3,520	\$3,696	2	3	4	4	4	2	\$12,800	\$19,200	\$28,160	\$28,160	\$29,568
Medium Tournament - 12 Courts,	2 Days																
Teams	10 players per team						2	2	3	3	3	96					
Facility Fees	Rental, Gate Share, & Other Fees	\$4,800	\$4,800	\$5,280	\$5,280	\$5,544	2	2	3	3	3	2	\$19,200	\$19,200	\$31,680	\$31,680	\$33,264
Large Tournament - 16 Courts, 2.	5 Days																
Teams	10 players per team						2	3	3	3	3	128					
Facility Fees	Rental, Gate Share, & Other Fees	\$6,400	\$6,400	\$7,040	\$7,040	\$7,392	2	3	3	3	3	2.5	\$32,000	\$48,000	\$52,800	\$52,800	\$55,440
	Non-capacity growth rate		1.00	1.10	1.00	1.05	7	9	11	11	11						
	Capacity growth rate		1.10	1.10	1.10	1.10	7	9	11	11	11						
			Area F	Revenue									\$64,000	\$86,400	\$112,640	\$112,640	\$118,272
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Tournament Attendant Expense	10% Gross Revenue												\$6,400	\$8,640	\$11,264	\$11,264	\$11,827
Tournament Trainers	Pass Through												\$0	\$0	\$0	\$0	\$0 \$0
			Area E	Expense									\$6,400	\$8,640	\$11,264	\$11,264	\$11,827
			Net R	levenue									\$57,600	\$77,760	\$101,376	\$101,376	\$106,445



Court Rental Events Revenue & Expenses

Revenue Mgmt. Assump.		Amount per Activity					mber of l	Participar	its per Ye	ear	Ave.	Year 1 Year 2	Voor 2	ear 2 Year 3 Yea		Year 5
Wgint. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Tear I	rear 2	Tear 5	Year 4	Tear 5
all 2 Day Event																
											400					
Rental, Gate Share, & Other Fees	\$4,350	\$4,350	\$4,785	\$4,785	\$5,024	2	2	2	2	2	2	\$17,400	\$17,400	\$19,140	\$19,140	\$20,097
dium 2 Day Event																
											1000					
Rental, Gate Share, & Other Fees	\$6,800	\$6,800	\$7,480	\$7,480	\$7,854	2	3	3	4	4	2	\$27,200	\$40,800	\$44,880	\$59,840	\$62,832
ge 2 Day Event																
											2000					
Rental, Gate Share, & Other Fees	\$6,800	\$6,800	\$7,480	\$7,480	\$7,854	1	2	2	2	2	2	\$13,600	\$27,200	\$29,920	\$29,920	\$31,416
Non-capacity growth rate		1.00	1.10	1.00	1.05											
Capacity growth rate		1.10	1.10	1.10	1.10											
		Area R	evenue									\$58,200	\$85,400	\$93,940	\$108,900	\$114,345
Mamt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
10% Gross Revenue												\$5,820	\$8,540	\$9,394	\$10,890	\$11,435
		Area E	kpense									\$5,820	\$8,540	\$9,394	\$10,890	\$11,435
		Not Po	Vonuo									\$53.390	\$76 960	ÊQA EAC	\$09.040	\$102,911
c	all 2 Day Event Rental, Gate Share, & Other Fees dium 2 Day Event Rental, Gate Share, & Other Fees ge 2 Day Event Rental, Gate Share, & Other Fees Non-capacity growth rate Capacity growth rate Mgmt. Assump.	Year 1 all 2 Day Event Rental, Gate Share, & Other Fees Adium 2 Day Event Rental, Gate Share, & Other Fees S6,800 ge 2 Day Event Rental, Gate Share, & Other Fees S6,800 Non-capacity growth rate Capacity growth rate Mgmt. Assump.	Year 1 Year 2 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 dium 2 Day Event \$6,800 \$6,800 Rental, Gate Share, & Other Fees \$6,800 \$6,800 ge 2 Day Event \$1.00 \$6,800 Non-capacity growth rate 1.00 Capacity growth rate 1.10 Mgmt. Assump. 10% Gross Revenue	Year 1 Year 2 Year 3 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 \$4,350 \$4,785 dium 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 ge 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 Non-capacity growth rate 1.00 1.10 Capacity growth rate Mgmt. Assump.	Year 1 Year 2 Year 3 Year 4 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 \$4,785 \$4,785 Rental, Gate Share, & Other Fees \$6,800 \$7,480 \$7,480 \$7,480 Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,480 Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,480 Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,480 Non-capacity growth rate 1.00 1.10 1.10 1.00 Area Revenue Mgmt. Assump. 10% Gross Revenue Area Expense	Year 1 Year 2 Year 3 Year 4 Year 5 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 \$4,785 \$4,785 \$5,024 dium 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$7,480 \$7,480 \$7,854 ge 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,854 Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,854 Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,854 Non-capacity growth rate 1.00 1.10 1.00 1.05 Capacity growth rate 1.10 1.10 1.10 1.10 Mgmt. Assump. 10% Gross Revenue Area Expense	Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 \$4,350 \$4,785 \$4,785 \$5,024 2 dium 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$7,480 \$7,480 \$7,854 2 ge 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$7,480 \$7,480 \$7,854 1 Non-capacity growth rate 1.00 1.10 1.00 1.05 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 1.10 Mgmt. Assump. 10% Gross Revenue Area Expense Area Expense	Year 1 Year 2 Year 3 Year 4 Year 5 Year 1 Year 2 all 2 Day Event Rental, Gate Share, & Other Fees \$4,350 \$4,350 \$4,785 \$4,785 \$5,024 2 2 dium 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$7,480 \$7,480 \$7,854 2 3 ge 2 Day Event Rental, Gate Share, & Other Fees \$6,800 \$6,800 \$7,480 \$7,854 1 2 Non-capacity growth rate 1.00 1.10 1.00 1.05 1 2 Mgmt. 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Court Rental Revenue & Expenses

Revenue	Mgmt. Assump.		Pric	e per Se	ssion			Num	ber per Sess	sion		Sellable	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	Mgint. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	Sessions	Tear	Teal 2	Tear 5	Teal 4	rear 5
Small Court Rentals																	
Sept Oct.	\$/Hour	\$35	\$35	\$37	\$37	\$39	60	63	66	69	73	1	\$2,100	\$2,205	\$2,431	\$2,553	\$2,814
Nov Dec.	\$/Hour	\$35	\$35	\$37	\$37	\$39	60	63	66	69	73	1	\$2,100	\$2,205	\$2,431	\$2,553	\$2,814
Jan Feb.	\$/Hour	\$35	\$35	\$37	\$37	\$39	80	84	88	93	97	1	\$2,800	\$2,940	\$3,241	\$3,403	\$3,752
Mar Apr.	\$/Hour	\$35	\$35	\$37	\$37	\$39	80	84	88	93	97	1	\$2,800	\$2,940	\$3,241	\$3,403	\$3,752
May - June	\$/Hour	\$35	\$35	\$37	\$37	\$39	0	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
July - Aug	\$/Hour	\$35	\$35	\$37	\$37	\$39	0	-	-	-	-	1	\$0	\$0	\$0	\$0	\$0
Large Court Rentals																	
Sept Oct.	\$/Hour	\$45	\$45	\$47	\$47	\$50	80	84	88	93	97	1	\$3,600	\$3,780	\$4,167	\$4,376	\$4,824
Nov Dec.	\$/Hour	\$45	\$45	\$47	\$47	\$50	140	147	154	162	170	1	\$6,300	\$6,615	\$7,293	\$7,658	\$8,443
Jan Feb.	\$/Hour	\$45	\$45	\$47	\$47	\$50	180	189	198	208	219	1	\$8,100	\$8,505	\$9,377	\$9,846	\$10,855
Mar Apr.	\$/Hour	\$45	\$45	\$47	\$47	\$50	220	231	243	255	267	1	\$9,900	\$10,395	\$11,460	\$12,034	\$13,267
May - June	\$/Hour	\$45	\$45	\$47	\$47	\$50	120	126	132	139	146	1	\$5,400	\$5,670	\$6,251	\$6,564	\$7,237
July - Aug	\$/Hour	\$45	\$45	\$47	\$47	\$50	120	126	132	139	146	1	\$5,400	\$5,670	\$6,251	\$6,564	\$7,237
	Non-capacity growth	rate	1.00	1.05	1.00	1.05		1.05	1.05	1.05	1.05						
	Capacity growth rate)	1.10	1.10	1.10	1.10		1.00	1.00	1.00	1.00						
				Area F	Revenue								\$48,500	\$50,925	\$56,145	\$58,952	\$64,995
Expense	Mgmt. Assump.												Year 1	Year 2	Year 3	Year 4	Year 5
Supervision/Maintenance Staff	5% of Revenue												\$2,425	\$2,546	\$2,807	\$2,948	\$3,250
				Area I	Expense								\$2,425	\$2,546	\$2,807	\$2,948	\$3,250
				Net R	evenue								\$46,075	\$48,379	\$53,338	\$56,004	\$61,745



Food & Beverage Revenue & Expenses

Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concessions Sales		\$243,724	\$330,298	\$367,084	\$390,581	\$398,367
Vending Income	10% Concession sales	\$7,312	\$9,909	\$11,013	\$11,717	\$11,951
	Area Revenue	\$251,035	\$340,206	\$378,097	\$402,299	\$410,318
Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Concessions Food	30% Concession Sales	\$73,117	\$99,089	\$110,125	\$117,174	\$119,510
Vending Expenses	50% Vending Sales	\$3,656	\$4,954	\$5,506	\$5,859	\$5,976
Concessions Wages	20% Concession Sales	\$48,745	\$66,060	\$73,417	\$78,116	\$79,673
	Area Expense	\$125,518	\$170,103	\$189,048	\$201,149	\$205,159
	Net Revenue	\$125,518	\$170,103	\$189,048	\$201,149	\$205,159



Hotel Rebates

Revenue	Mgmt. Assump.	Nights Per Event	Rebate		Number	of Events	s per Year		# Non-Local	# Non-Local	Hotel	Year 1	Year 2	Year 3	Year 4	Year 5
The Vende	ingine Assump.		Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Participants	Fans	Rooms/Night	Teal T		Teal 0	reur 4	rear o
Basketball Rental - Small	80% non-local attendance	2	\$0	4	5	5	4	3	384	576	274	\$0	\$0	\$0	\$0	\$0
Basketball Rental - Large	90% non-local attendance	2	\$0	4	6	8	10	10	576	864	411	\$0	\$0	\$0	\$0	\$0
Basketball Rental - Large (2.5 Days)	90% non-local attendance	2.5	\$0	2	2	2	2	3	720	1080	514	\$0	\$0	\$0	\$0	\$0
Volleyball Rental - Small (1-Day)	80% non-local attendance	0.6	\$0	0	0	0	0	0	256	512	219	\$0	\$0	\$0	\$0	\$0
Volleyball Rental - Small	90% non-local attendance	1.6	\$0	3	4	5	5	5	576	1152	494	\$0	\$0	\$0	\$0	\$0
Volleyball Rental - Medium	90% non-local attendance	1.6	\$0	2	2	3	3	3	864	1728	741	\$0	\$0	\$0	\$0	\$0
Volleyball Rental - Large	90% non-local attendance	2	\$0	2	3	3	3	3	1152	2304	987	\$0	\$0	\$0	\$0	\$0
Other Sport Court Rental - Small 2 Day Ever	85% non-local attendance	1.6	\$0	2	2	2	2	2	340	680	291	\$0	\$0	\$0	\$0	\$0
Other Sport Court Rental - Medium 2 Day Ev	85% non-local attendance	1.6	\$0	2	3	3	4	4	850	1700	729	\$0	\$0	\$0	\$0	\$0
Other Sport Court Rental - Large 2 Day Ever	85% non-local attendance	1.6	\$0	1	2	2	2	2	1700	3400	1457	\$0	\$0	\$0	\$0	\$0
Unredeemed Rebates	33% Reduction of Revenue											\$0	\$0	\$0	\$0	\$0
				22	29	33	35	35								
Are	ea Revenue											\$0	\$0	\$0	\$0	\$0
Expense												Year 1	Year 2	Year 3	Year 4	Year 5
Are	ea Expense											\$0	\$0	\$0	\$0	\$0
Ne	et Revenue											\$0	\$0	\$0	\$0	\$0



Secondary Revenue Areas

Revenue	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Advertisement/Sponsorship Income		\$100,000	\$125,000	\$137,500	\$151,250	\$166,375
	Area Revenue	\$100,000	\$125,000	\$137,500	\$151,250	\$166,375
Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Advertisement hard cost	Printing of Ad/Sponsors within facility(10% of Ad Inc.)	\$10,000	\$12,500	\$13,750	\$15,125	\$16,638
Sponsorship Commissions		\$20,000	\$25,000	\$27,500	\$30,250	\$33,275
· · ·	Area Expense	\$30,000	\$37,500	\$41,250	\$45,375	\$49,913
	Net Revenue	\$70,000	\$87,500	\$96,250	\$105,875	\$116,463



Overhead Expenses



Facility Expenses

Indoor Building

Expense	Mgmt. Assump.	Year 1	Year 2	Year 3	Year 4	Year 5
Janitorial Supplies		\$66,923	\$72,587	\$76,263	\$78,351	\$79,491
Safety Supplies		\$3,000	\$1,500	\$1,523	\$1,545	\$1,569
Grounds Maintenance	Covered Under Outdoor Complex	\$0	\$0	\$0	\$0	\$0
Hard Structure Maint. & Repairs		\$36,598	\$37,147	\$37,704	\$38,269	\$38,844
Hard Structure Utility Expense		\$130,706	\$132,667	\$134,657	\$136,677	\$138,727
Total Indoor	Facility Expense	\$237,227	\$243,900	\$250,146	\$254,842	\$258,630
Total Fac	ility Expense	\$237,227	\$243,900	\$250,146	\$254,842	\$258,630



Operating Expenses

Expense	Mgmt. Assump	Year 1	Year 2	Year 3	Year 4	Year 5
Accounting Fees	County Expense	\$0	\$0	\$0	\$0	\$0
Bank Service Charges	Misc. Banking Fees	\$3,160	\$16,601	\$19,203	\$20,636	\$21,773
Communications	IT/Phone/Cable/Internet	\$12,000	\$12,180	\$12,363	\$12,548	\$12,736
Dues/Subscriptions		\$500	\$508	\$515	\$523	\$531
Employee Uniforms		\$2,500	\$1,500	\$1,523	\$1,545	\$1,569
General Advertising		\$12,639	\$16,601	\$19,203	\$20,636	\$21,773
Tournament Business Development	County Expense	\$0	\$0	\$0	\$0	\$0
Insurance-Property	County Expense	\$0	\$0	\$0	\$0	\$0
Insurance-Liability	County Expense	\$0	\$0	\$0	\$0	\$0
Legal Fees	County Expense	\$0	\$0	\$0	\$0	\$0
Licenses, Permits		\$2,500	\$2,538	\$2,576	\$2,614	\$2,653
National Management & Marketing Service	Addition to Outdoor Complex	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000
National Management Travel	Covered Under Outdoor Complex	\$0	\$0	\$0	\$0	\$0
Office Supplies		\$2,000	\$2,030	\$2,060	\$2,091	\$2,123
Software	Addition to Outdoor Complex	\$4,800	\$4,872	\$4,945	\$5,019	\$5,095
Travel and Education	Addition to Outdoor Complex	\$6,000	\$6,090	\$6,181	\$6,274	\$6,368
Total Operating Expenses		\$142,098	\$158,918	\$164,569	\$167,888	\$170,621



Management Payroll Summary

Management Position	Mgmt. Assump	Year 1	Year 2	Year 3	Year 4	Year 5
General Manager	(Base, Bonus Eligible)	\$75,000	\$78,000	\$81,120	\$84,365	\$87,739
Sports Tournament Director	(Base, Bonus Eligible)	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Marketing Assistant	Added to Outdoor Complex	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Facility Manager		\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Office Manager/Bookkeeper	Added to Outdoor Complex	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Admin Support	Part Time Support	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Total Management Payroll		\$215,000	\$223,600	\$232,544	\$241,846	\$251,520



Payroll Summary

	Total Payroll Summary	Mgmt. Assump	Pre-Open	Year 1	Year 2	Year 3	Year 4	Year 5
Mgmt	General Manager	12 months prior	\$75,000	\$75,000	\$78,000	\$81,120	\$84,365	\$87,739
Mgmt	Sports Tournament Director	10 months prior	\$33,333	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Mgmt	Marketing Assistant	8 months prior	\$13,333	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Mgmt	Facility Manager	3 months prior	\$10,000	\$40,000	\$41,600	\$43,264	\$44,995	\$46,794
Mgmt	Office Manager/Bookkeeper	6 months prior	\$10,000	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
Mgmt	Admin Support	1 month prior	\$1,667	\$20,000	\$20,800	\$21,632	\$22,497	\$23,397
	Subtotal Management Payroll		\$143,333	\$215,000	\$223,600	\$232,544	\$241,846	\$251,520
Staff	Basketball Rental Tournament Staff	1 month prior	\$918	\$11,020	\$14,210	\$18,183	\$19,778	\$21,437
Staff	Volleyball Rental Tournament Staff	1 month prior	\$533	\$6,400	\$8,640	\$11,264	\$11,264	\$11,827
Staff	Indoor Court Rental Event Staff	1 month prior	\$485	\$5,820	\$8,540	\$9,394	\$10,890	\$11,435
Staff	Court Rental Staff	1 month prior	\$202	\$2,425	\$2,546	\$2,807	\$2,948	\$3,250
Staff	Food & Beverage Staff	1 month prior	\$4,062	\$48,745	\$66,060	\$73,417	\$78,116	\$79,673
	Subtotal Sport Admin Staff		\$6,201	\$74,410	\$99,996	\$115,065	\$122,996	\$127,622
	Payroll Subtotal		\$149,534	\$289,410	\$323,596	\$347,609	\$364,842	\$379,141
	Bonus Pool		\$0	\$6,319	\$8,300	\$9,602	\$10,318	\$10,887
	Payroll Services		\$4,486	\$8,682	\$9,708	\$10,428	\$10,945	\$11,374
	Payroll Taxes/Benefits	18% of Payroll	\$26,916	\$52,094	\$58,247	\$62,570	\$65,671	\$68,245
	Payroll Taxes/Benefits/Bonus Totals		\$31,402	\$67,095	\$76,255	\$82,599	\$86,935	\$90,506
	Total Payroll			\$356,505	\$399,851	\$430,208	\$451,777	\$469,648

TOURISM ECONOMICS

Economic Impact of the Panama City Beach Sports Park & Stadium Complex, FL

March 2018

Report Submitted to: The Bay County Tourist Development Council (TDC)



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1 Executive Summary

The Bay County Tourist Development Council (TDC) is proposing the development of the Panama City Beach Sports Park & Stadium Complex in an unincorporated area of Bay County on the far eastern end of Panama City Beach. The proposed facility would generate significant, positive economic and fiscal (tax) impacts for the regional economy of Bay County.

One-time impacts would include economic activity attributable to the construction and development of the proposed sports park & stadium complex. Annual, ongoing impacts would include impacts attributable to sports park & stadium complex operations and off-site ancillary spending of attendees at local establishments and businesses outside the complex. In addition, the project is expected to be the catalyst for additional development, including the construction of a new K-8 school and the development of the surrounding area that includes the construction of 750-room hotel along with commercial office and retail space.

1.1 One-Time Impacts in Bay County

The proposed sports complex has an estimated capital budget of \$69.6 million, which includes costs of land acquisition amounting to \$9.4 million. Land acquisition costs are not included in the impact model.

In the regional economy of Bay County, the complex's \$60.1 million capital budget, excluding land acquisition costs, would generate an additional \$14.6 million in indirect economic output and \$18.0 million in induced economic output, resulting in a total economic impact of \$92.7 million in Bay County. This total economic impact of \$92.7 million will include \$29.7 million in total personal income, supporting 747 total jobs.

Summary One-Time Construction Period Impacts						
Description	Direct Impact	Indirect Impact	Induced Impact	Total Impact		
Economic Output (\$ Millions)	\$60.1	\$14.6	\$18.0	\$92.7		
Income (\$ Millions)	\$19.6	\$4.8	\$5.3	\$29.7		
Employment	502	107	138	747		
State & Local Taxes (\$ Millions)				\$2.8		

Figure 1.1: Summary One-Time Impacts in Bay County Attributable to Construction Period

Source: Tourism Economics (2018)

Note: Jobs includes full-time and part-time jobs.

1.2 Ongoing Annual Impacts in Bay County

While the construction phase will generate one-time economic and fiscal impacts in Bay County, complex operations and off-site ancillary spending will generate ongoing annual impacts in the regional economy. Preliminary estimates indicate that gross complex revenue will amount to \$2.5 million in the stabilized year 4, while attendee spending at establishments and businesses outside the sports complex in Bay County will total \$38.5 million. When combined, sports complex operations and ancillary spending will generate \$41.0 million in direct economic activity in Bay County in the fourth year of its operation, which is the first stabilized year post ramp-up period. This \$41.0 million in direct spending will generate \$10.1 million in indirect economic output and \$10.1 million in induced economic output, resulting in a total countywide economic impact of \$61.3 million. The total economic impact of \$61.3 million will include \$16.6 million in total personal income, supporting 603 jobs.

Annual Economic Impacts in Bay County							
Description Direct Indirect Induced Total Impact Impact Impact Impact							
Economic Output (\$ Millions)	\$41.0	\$10.1	\$10.1	\$61.3			
Personal Income (\$ Millions)	\$10.8	\$2.8	\$3.0	\$16.6			
Employment	453	73	77	603			

Figure 1.2: Summary Ongoing Impacts in Bay County Attributable to Annual Sports Complex Operations and Ancillary Spending in Stabilized Year 4

Source: Tourism Economics (2018)

Note: Jobs includes full-time and part-time jobs.

The annual economic impacts will also generate ongoing fiscal impacts. Total state and local taxes will amount to \$4.1 million in the stabilized year 4.

Over a ten-year period, the net present value of a cumulative total economic impact will be \$309.0 million, as shown in Figure 1.3 below.

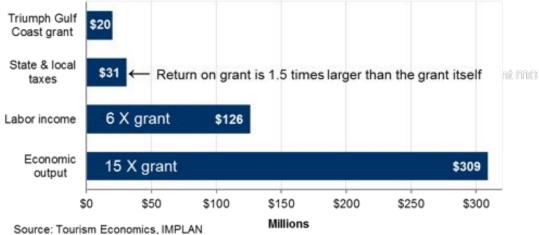
Figure 1.3: Cumulative 10-Year Impacts Attributable to Annual Sports Complex Operations and Ancillary Spending

Cumulative 10-Year Total Impacts				
Description	Net Present Value (\$ Millions)			
Economic Output	\$309.0			
Personal Income	\$126.0			
Employment (10-year average)	620			
State & Local Taxes	\$31.0			

Source: Tourism Economics (2018)

Comparing this \$309 million (net present value) of the economic and fiscal benefits of the project to the requested Triumph Gulf Coast funding of \$20 million, we find that over a ten-year period, the grant will help generate total economic and fiscal benefits of more than fifteen-fold larger than the grant itself.





The new sports complex has a potential to diversify and support a longer season for key visitor economy by leveraging Panama City Beach's intrinsic strengths.

The new complex will help generate demand in the sholder season, which will not only create additional jobs in the hospitality industry, but it will also help stabilize overall employment by supporting existing jobs and decreasing seasonal layoffs. Based on our research, we estimate that, after the initial ramp-up period, one additional employee will be created for every 147 overnight incremental visitors to Bay County, helping generate a total of 620 additional jobs each year. These new jobs that the sports complex will help generate will be comprised of both full-time and part-time employment; and we expect the complex's operations to help reduce seasonality effects in the Bay County's tourism labor market.

According to Visit Florida, tourism sector plays a vital role and has a growing influence on job creation in Florida¹. According to their research based on total visits and total tourism employment in Florida, approximately 90 tourism jobs were supported by each visitor to the state in 2015. Our estimate is slightly higher due to the notion that the new sports facility will help bring

¹ <u>https://www.flgov.com/2017/02/16/gov-scott-florida-sets-another-tourism-record-2/</u>

in new incremental visitors to the Bay County, which will, in addition to supporting the existing employment, also help generate new incremental tourism employment. Additionally, we expect the sports complex to help stabilize seasonality effects and to minimize layoffs in the shoulder season, which will help reduce volatility in employment levels throughout the year.

Additional fields will also open new markets and expand sporting event play outside Panama City Beach's traditional tourist season. New non-summer events such as soccer, lacrosse, rugby and other showcase events will have a positive impact on the local economy by increasing occupancy rates, promoting services sectors job growth, and generating tax revenue during non-peak periods.

The presence of a new sports facility will generate substantial intangible benefits, beyond income, jobs, and taxes, that are capitalized and enjoyed by the residents of the community. The new sports complex will serve as an economic catalyst for the development and growth of the local economy, and will help improve property values surrounding the complex and local residents' overall quality of life. Its potential to diversify and support a longer season for the key visitor economy by leveraging Panama City Beach's intrinsic strengths as a destination of year-round sports tourism opportunity will have significant catalytic impacts.

2 Introduction

The Bay County Tourist Development Council is proposing the development of the Panama City Beach Sports Park & Stadium Complex in Bay County, FL. Located on 151 acres just minutes from the Gulf of Mexico, the Sports Park & Stadium Complex design will incorporate Northwest Florida's native landscape, thus creating a facility that will not only drive dynamic economic growth but also stay true to the identity of the local community. Tourism Economics has been retained to estimate the development's positive impacts on the local economy through construction and operations, generating business sales, personal income, employment, and local taxes.

Tourism Economics, an Oxford Economics company, has conducted hundreds of economic impact studies and/or visitor projection models for developers, tourism associations, CVB's, state tourism offices, and national tourism offices across every region of the world.

In this study, Tourism Economics performed a detailed evaluation of the economic impact of visitor spending in terms of business sales, personal income, employment, and tax revenue.

3 Project Components

The proposed Sports Park & Stadium Complex has an estimated capital budget of \$66.8 million and will consist of an indoor court facility, outdoor field complex, walking/biking trails and a skate park. According to the development plan, the complex will be located on 151 acres within a 210-acre parcel of land in unincorporated Bay County, at the eastern end of Panama City Beach. The St. Joe Company donated the land, which is within the eastern boundary of its Breakfast Point residential community, for development of the new sports park and K-8 school.

The Panama City Beach Convention & Visitors Bureau (CVB) board, expended \$500,000 from bed tax revenues and Deepwater Horizon oil spill money to buy 10 privately owned acres at 8222 Back Beach Road (U.S. 98) that will provide access to the park. The land is directly across from the U.S. 98 intersection with Cauley Avenue. The new 1.6-mile Chip Seal Parkway will allow entrance to the sports complex from U.S. 98 and provide convenient access to local shops, restaurants and attractions.

Careful site design will allow the complex to preserve and incorporate natural site features, such as wetlands and mature trees, in a way that is uncommon for newly constructed sports parks.

Preliminary plans indicate the main components of the complex will include:

- Indoor athletic facility (108,700 sf)
 - 8 basketball or 16 volleyball courts (66,560 sf)
 - team meeting rooms, locker rooms, training/physical therapy rooms, management offices, kitchen, ticket office and control room (20,400 sf)
 - accommodations for indoor sports such as wrestling, gymnastics and cheerleading
 - common areas such as a lobby, café, seating area and restrooms (13,044 sf)
 - mechanical, electrical, storage (8,696 sf)
 - 435 parking spaces
- Outdoor field complex
 - 13 fields for soccer, lacrosse, rugby, baseball and softball
 - 9 artificial turf fields
 - 4 natural grass fields
 - team meeting/warm-up areas, permanent seating, concessions, restrooms and common areas

The complex will also feature a skate park and system of walking trails connecting various parts of the park to each other and serving as an amenity for the surrounding Breakfast Point development.

4 Economic Impacts Defined

The first step in calculating the economic and fiscal impacts of the proposed sports complex is to identify the main components that would positively impact the economy of Bay County:

- One-time impacts attributable to construction expenditures
- Annual impacts attributable to park & stadium complex operations
- Annual impacts of off-site ancillary (attendee) spending

The economic impacts of each component outlined above were estimated using a regional Input-Output (I-O) model based on IMPLAN (<u>www.implan.com</u>) for Bay County, FL. IMPLAN is recognized as an industry standard in local-level I-O models. An I-O model represents a profile of an economy by measuring the relationships among industries and consumers. For example, an I-O model tracks the flow of a visitor's restaurant expenditures to wages, profits, capital, taxes and suppliers. The supplier chain is also traced to food wholesalers, to farmers, and so on. In this way, the I-O model allows for the measurement of the direct and indirect sales generated by a restaurant meal. The model also calculates the induced impacts of tourism. These induced impacts represent benefits to the economy as employees of tourism sectors spend their wages in the local economy, generating additional output, jobs, taxes, and wages.



Figure 4.1: Illustration of Economic Impact Model

IMPLAN is particularly effective because it calculates these three levels of impact – direct, indirect, and induced – for a broad set of indicators. These include the following:

- Spending (output)
- Wages (personal income)
- Employment
- Federal Taxes
- State Taxes
- Local Taxes

The modeling process begins with aligning the expenditure measurements with the related sectors in the model (e.g. sports & recreation, restaurants, retail, and entertainment). The model is then run to simulate the flow of these expenditures through the economy. In this process, the interrelationships between consumers and industries generate each level of impact for each economic indicator (sales, wages, employment, etc.).

5 One-Time Economic Impacts Attributable to Construction Expenditures

5.1 One-Time Economic Impacts

Excluding land acquisition costs, the proposed facility will have an estimated capital budget of \$60.1 million. As shown in Figure 5.1, \$60.1 million in direct construction expenditures will generate an additional \$14.6 million in indirect economic output and \$18.0 million in induced economic output, resulting in a total economic impact of \$92.7 million in Bay County. This total economic impact of \$92.7 million will include \$29.7 million in total personal income, supporting nearly 750 total jobs.

|--|

Summary One-Time Construction Period Impacts							
Description	Direct Impact	Indirect Impact	Induced Impact	Total Impact			
Economic Output (\$ Millions)	\$60.1	\$14.6	\$18.0	\$92.7			
Income (\$ Millions)	\$19.6	\$4.8	\$5.3	\$29.7			
Employment	502	107	138	747			

Source: Tourism Economics (2018)

Note: Jobs includes full-time and part-time jobs.

5.2 One-Time Federal, State and Local Fiscal (Tax) Impacts

The economic impacts outlined above will generate almost \$7.3 million in federal tax revenue, as shown in Figure 5.2. This total federal tax impact will include approximately \$2.6 million in personal income taxes, \$1.0 million in corporate income taxes, \$0.3 million in indirect business taxes, and \$3.4 million in social insurance.

Figure 5.2: One-Time Federal Tax Impacts Attributable to

Construction Expenditures

One-Time Federal Tax Impacts				
Description	Tax Revenue			
Personal Income Taxes	\$2,649,317			
Corporate Income Taxes	\$988,832			
Indirect Business Taxes	\$286,692			
Social Insurance	\$3,370,374			
Total One-Time Federal Taxes \$7,295,				

Source: Tourism Economics (2018)

At the state and local levels, total fiscal impact will include \$1.4 million in sales tax revenue, \$0.7 million in property tax revenue, \$0.1 million in corporate income tax revenue, and \$0.5 million in other taxes and fees. As show in Figure 5.3., total state and local tax impact will be \$2.8 million.

Figure 5.3: One-Time State & Local Fiscal (Tax) Impacts Attributable to Construction Expenditures

One-Time State & Local Tax Impacts				
Description	Tax Revenue			
Sales Taxes	\$1,432,116			
Property Taxes	\$734,389			
Corporate Income Taxes	\$131,438			
Other Taxes And Fees	\$499,882			
Total One-Time State & Local Taxes	\$2,798,780			

Source: Tourism Economics (2018)

As shown in Figure 5.4, state tax revenue will be close to \$1.7 million, and local government tax revenue will be close to \$1.1 million. Total state and local tax impact that includes direct, indirect and induced impacts, will be close to \$2.8 million.

Figure 5.4: One-Time State & Local Fiscal (Tax) Impacts Attributable to Construction Expenditures

One-Time State & Local Tax Impacts					
Description	Tax Revenue				
State Revenues	\$1,744,624				
Sales Taxes	\$1,315,820				
Corporate Income Taxes	\$131,438				
Excise Taxes And Fees	\$297,355				
Local Govt. Revenues	\$1,053,200				
Sales Taxes	\$116,296				
Property Taxes	\$734,389				
Excise Taxes and Fees	\$202,527				
Total One-Time State & Local Taxes	\$2,797,824				

Source: Tourism Economics (2018)

6 Ongoing Economic Impacts Attributable to Sports Complex Operations and Ancillary (Attendee) Spending

While the sports complex's construction period will generate significant one-time impacts for the economy of Bay County, annual sports complex operations and attendee spending at local business and establishments outside the sports complex will lead to significant annual, *ongoing* economic and fiscal impacts.

6.1 Sports Park & Stadium Complex Operations

Upon the completion of the construction, which is expected to last approximately 12 months, the proposed complex will open for year-round events. Preliminary estimates indicate that in its first year of operation, the complex will host 22 indoor and 29 outdoor events, with an average attendance of 1,902 per event and average per-event attendee spending of \$15.55. Based on these attendance and per-attendee spending estimates, gross annual sports complex revenue would amount to more than \$1.5 million in the first year, as shown in Figure 6.1.

Preliminary estimates indicate that the ramp-up period will last approximately four years, after which the number of events hosted by the complex will stabilize at 35 annual indoor events and 39 annual outdoor events, totaling 74 annual events. Given the average attendance of 1,902 per event, total annual attendance in the stabilized year will be 140,760. This will result in gross annual sports complex revenue of more than \$2.5 million in the post ramp-up period.

Estimated Gross Sports Complex Revenue					
Description	Stabilized Year 4				
Attendance					
# of Events	51	74			
Average Attendance Per Event	1,902	1,902			
Total Attendance	97,002	140,760			
Per Patron Spending	3				
Average Rental Fee	\$6.79	\$8.65			
Concessions	\$6.70	\$7.20			
Secondary revenue (Ads)	\$2.06	\$2.15			
Total Spending per Patron	\$18.00				
Revenue					
Rental Revenue	\$658,644	\$1,217,708			
Concessions	\$649,913	\$1,013,472			
Sponsorship	\$302,500				
Total Gross Revenue	\$2,533,680				

Figure 6.1: Detailed Estimated Gross Sports Complex Revenue

Source: Tourism Economics (2018), SFASFM

6.2 Ancillary Spending

With 74 amateur sporting events in the stabilized year and an average attendance of 1,902 per event, the new sports complex will have a total annual attendance of 140,760 attendees². In addition to spending money at the sports complex, attendees will also spend money at local establishments in Bay County. Sample expenditure categories include:

- Lodging
- Restaurants & drinking establishments
- Grocery & convenience stores
- Admissions and recreation/amusement activities
- Museums & historical sites
- Transportation (ground transportation, auto rental, fuel)
- Shopping & miscellaneous retail

As previously outlined, total attendance at the proposed sports complex will amount to 140,760 in the post ramp-up period. Sports Facilities Advisory Sports Facilities Management (SFASFM) estimates that an average of 78% of all attendees will be non-local. As shown in Figure 6.2, there will be 109,793 non-local attendees and 30,967 local attendees at the new sports complex in the stabilized year.

The number of total annual sporting events will be lower in the first year of the new sport complex's operations - 51 total amateur sporting events will take place in the first year. With an average attendance of 1,902 per event, there will be 97,002 total attendees. As shown in Figure 6.2, there will be 75,662 non-local attendees and 21,340 local attendees at the new sports complex in the first year.

Detailed Annual Attendance Estimates					
Description Annual Attendance Annual Attendance in Year 1 in Stabilized Year 4					
Total Annual Attendance	97,002	140,760			
Non-Local	75,662	109,793			
Local	21,340	30,967			

Figure 6.2: Detailed Non-Local and Local Attendance Estimates

Source: Tourism Economics (2018), SFASFM

² This assumption is based on the preliminary estimates from Sports Facilities Advisory Sports Facilities Management (SFASFM) and a study of 2016 Panama City Beach team sporting events.

Based on the Destinations International Event Impact Calculator, we estimate a non-local overnight attendee will spend an average of \$136.00 per day. As shown in Figure 6.3, 23% of this \$136.00 will be spent on lodging, 14% on transportation, 33% on food and beverage, 18% on retail, and 12% on recreation. A non-local day attendee will spend an average of \$65.00 per day. As shown in Figure 6.3, 22% of this \$65.00 will be spent on transportation, 40% on food and beverage, 20% on retail, and 18% on recreation.

Detailed Daily Spending Estimates				
Description	Overnight Visitor	Day Visitor		
Total Non-Local Spending Per Day	\$136.00	\$65.00		
Lodging	\$32.00	-		
Transportation	\$19.00	\$14.00		
Food & Beverage	\$45.00	\$27.00		
Retail	\$24.00	\$13.00		
Recreation	\$16.00	\$11.00		

Figure 6.3: Detailed Daily Non-Local Spending Estimates

Source: Tourism Economics (2018), Destinations International

Based on the study of team sporting events in Panama City Beach in 2016, the average length of stay of an overnight attendee of a sporting event is 2.9 days, while an estimated 13.3% of attendees are day visitors. Local attendees from Bay County are excluded from the economic impact analysis, since their spending does not represent new dollars in the local economy. As shown in Figure 6.4, total off-site ancillary spending will amount to more than \$26.0 million in the first year and more than \$38.0 million in the stabilized year.

Figure 6.4: Detailed Attendance and Total Attendee Spending in Bay County

Per-Attendee & Total Off-Site Ancillary Spending						
Description	Total Off-Site Ancillary Spending					
	Year 1					
Overnight Attendee	\$394.40	65,600	\$25,872,640			
Day Attendee	\$65.00	10,062	\$654,030			
Total Off-Site Spending in Year 1		75,662	\$26,526,670			
	Stabilized Yea	r 4				
Overnight Attendee	\$394.40	95,190	\$37,542,936			
Day Attendee	\$65.00	14,603	\$949,195			
Total Off-Site Spending in Stabilized Year		109,793	\$38,492,131			

Source: Tourism Economics (2018), Destinations International

6.3 Ongoing Annual Economic Impacts

As outlined in Sections 6.1 and 6.2, in the first year of its operation, gross sports complex revenue will amount to more than \$1.5 million, while ancillary attendee spending will total an estimated \$26.5 million. This will result in a direct annual impact of \$28.6 million in Bay County, as shown in Figure 6.5. During the ramp-up period of the sport complex's operations, total revenue and spending will grow at an above average annual rate. After the first three years of operation, the revenues generated by the complex will stabilize and continue to grow at a rate that approaches a long-term average revenue growth of approximately 3%. After the ramp-up period, the complex will generate annual revenue of \$2.5 million and ancillary attendee spending will be \$38.5 million. This is result in a total direct impact of \$28.0 million in the first year and \$41.0 million in the stabilized year.

Summary Annual Direct Impacts (millions)				
Description	Year 1	Stabilized Year 4		
Gross Sports Complex Revenue ³	\$1.5	\$2.5		
Ancillary Visitor Spend⁴	\$26.5	\$38.5		
Total Annual Direct Impacts	\$28.0	\$41.0		

Figure 6.5: Annual Direct Impacts in Bay County

Source: Tourism Economics (2018), SFASFM

As shown in Figure 6.6, the direct impact of \$41.0 million in the stabilized year 4 will generate \$10.1 million in indirect output and \$10.1 million in induced output, resulting in a total annual economic impact of \$61.3 million in Bay County. The total economic impact of \$61.3 million will include \$16.6 million in total personal income, supporting 603 jobs.

Figure 6.6: Annual Economic Output Impacts in Bay County Attributable to Sports Complex Operations and Ancillary Spending in Stabilized Year 4

Annual Economic Impacts in Bay County					
Description	Direct Impact	Indirect Impact	Induced Impact	Total Impact	
Economic Output (\$ Millions)	\$41.0	\$10.1	\$10.1	\$61.3	
Income (\$ Millions)	\$10.8	\$2.8	\$3.0	\$16.6	
Employment	453	73	77	603	

Source: Tourism Economics (2018)

Note: Jobs includes full-time and part-time jobs.

³ Includes both local and non-local attendees' on-site spending.

⁴ Includes only non-local attendees ancillary spending.

6.4 Ongoing Annual Fiscal (Tax) Impacts

Annual stadium complex operations and ancillary spending will also generate annual, ongoing fiscal impacts. As shown in Figure 6.7, annual, ongoing state and local taxes will total \$4.1 million in stabilized year 4. This total tax impact will include approximately \$2.2 million in sales tax revenue and \$1.1 million in property tax revenue.

Figure 6.7: Total Annual State & Local Fiscal (Tax) Impacts Attributable to Sports Complex Operations and Ancillary Spending in Stabilized Year 4

Annual State & Local Tax Impacts (thousands) Total of Direct, Indirect and Induced Impacts				
Description	Total			
State Tax Revenues	\$2,419			
Sales Taxes	\$2,002			
Corporate Income Taxes	\$81			
Excise Tax and Fees	\$337			
Local Govt. Tax Revenues	\$2,032			
Sales Taxes	\$177			
Bed Tax	\$509			
Excise and Fees	\$229			
Property Taxes	\$1,117			
TOTAL (includes direct, indirect, induced impacts)	\$4,451			

Source: Tourism Economics (2018)

Figure 6.8: Annual State & Local Fiscal (Tax) Impacts Attributable to Sports Complex Operations and Ancillary Spending in Stabilized Year 4

Annual State & Local Tax Impacts (thousands)						
	Direct	Indirect/Induced	Total			
State and Local Taxes	\$3,307	\$1,146	\$4,451			
Sales Taxes	\$1,560	\$619	\$2,179			
Bed Tax	\$508	\$1	\$149			
Corporate Income Taxes	\$41	\$40	\$81			
Excise Tax and Fees	\$398	\$168	\$566			
Property	\$800	\$318	\$1,118			

Source: Tourism Economics (2018)

Figure 6.9: Annual Federal Tax Impacts Attributable to Sports Complex Operations and Ancillary Spending in Stabilized Year 4

Annual Fed	eral Tax Im	pacts (thousa	nds)
Description	Direct	Indirect/Induced	Total
Annual Federal Tax	\$2,895	\$1,582	\$4,477
Personal Income Taxes	\$973	\$514	\$1,487
Corporate Income Taxes	\$308	\$300	\$608
Indirect Business Taxes	\$312	\$124	\$436
Social Insurance	\$1,302	\$644	\$1,946

Source: Tourism Economics (2018)

6.5 Long-Term Impacts

Figure 6.10 outlines the net present value of a cumulative ten-year economic impact in terms of output, income, employment, and state and local tax impacts attributable to sports complex operations and ancillary spending. The present value of the ten-year total economic impact encompasses direct, indirect and induced impacts. Over a ten-year period, total economic impact will amount to an estimated \$340 million. Total direct visitor spending, which includes both off-site and on-site visitor spending, will account for \$309 million, and \$126 million of this economic output will be attributed to labor income. State tax revenue will be \$18 million, and local tax revenue will be \$13 million, totaling \$31 million in state and local tax revenue. A ten-year average for total employment will be approximately 528.

Figure 6.10: Cumulative 10-Year Impacts Attributable to Sports Complex Operations and Ancillary Spending

Cumulative 10-Year Outlook Total Impacts				
Description	Net Present Value (\$ Millions)			
Economic Output	\$309			
Personal Income	\$126			
Employment (10-year average)	620			
State Tax	\$18			
Local Tax	\$13			

Source: Tourism Economics (2018)

7 Additional Measures of Benefits

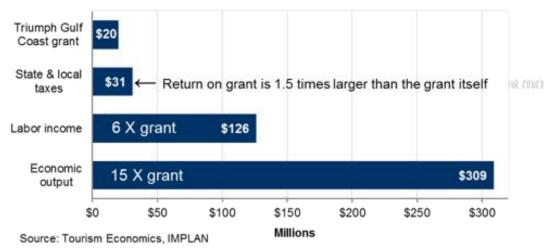
In addition to standard economic impacts, we assess the benefits of the project using cost-benefit analysis, return on investment, and consider other potential impacts on the broader visitor economy.

Comparing the net present value of the economic and fiscal benefits of the project to the requested Triumph Gulf Coast funding of \$35 million, we find that over a ten-year period, the grant will help generate total economic and fiscal benefits of more than eight-fold larger than the grant itself. The project will generate \$309 million (net present value) in total direct, indirect and induced economic output.

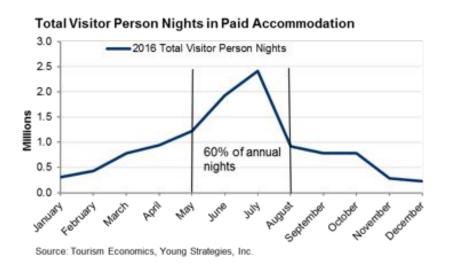
The total \$309 million economic output that the project will generate includes \$126 million in total personal income. As such, the benefits of the project will be more than three times larger than the \$35 million grant over a ten-year period.

The project will result in a total state and local fiscal tax impact of \$31 million over a ten-year period. Every dollar of the grant money will have almost one-for-one return in terms of state and local tax revenues generated by the project. In other words, every \$1.00 of grant money will help generate \$0.90 in state and local tax revenues over a ten-year period.

Cost-Benefit Analysis, Triumph Gulf Coast Grant Versus Its Economic Impacts (10-Year Net Present Value)



There will also be potential impacts on the broader visitor economy such as benefits to seasonal lows, employment, and new market segments. The visitation to Panama City Beach is highest in spring and summer and lowest in fall and winter. As the graph shows, according to the 2016 Visitor Profile Study from Young Strategies, Panama City Beach had more than 11 million total person nights in paid accommodations in 2016. Almost 60% of this activity occurred from May through August.



The new complex will help generate demand in the sholder season, which will not only help create additional jobs in the hospitality industry, but it will also help stabilize overall employment by supporting existing jobs and decreasing seasonal layoffs. The value of this employment effect is significant. According to the U.S. Travel Association, hospitality jobs provide millions of Americans with a gateway to a promising career and the opportunity to join America's middle class. And, unlike jobs in other industries, travel jobs can never be outsourced. Travel now ranks sixth in total U.S. employment, ahead of major industries such as finance, construction, real estate and transportation.⁵ Based on our research, we estimate that, after the initial rampup period, one additional employee will be created for every 147 overnight incremental visitors to Bay County, generating a total of 620 additional jobs each year.

Sports tourism is a growing and viable industry, and although Panama City Beach is well known as a sports destination, the complex has a potential for seasonal sport-type and capacity diversification. According to Panama City Convention and Visitors Bureau, sustained growth of sporting events has strained capacities of sports complexes in Bay County, where existing facilities are not available to meet market demands. There now exists a shortage of sports-specific tournament quality rectangular fields in Panama City Beach. Without expanding its facilities, Bay County faces the real possibility of losing existing events to other communities. Expansion of existing infrastructure will enhance the visitor experience and allow the destination to maintain its market share and reputation as "the place to play." The indoor complex, along with its large scale soccer and lacrosse events, will allow Panama City Beach to add new market segments and diversify the type of

⁵ https://www.ustravel.org/sites/default/files/media_root/e-Fast_Forward.pdf

sporting events that take place in the city. As families continue to travel for their children's sports, the new sports complex has a potential to help bring new visitors during the off-season fall and winter months, which would increase overall year-round activity in Panama City Beach.

The presence of a new sports facility will generate substantial intangible benefits, beyond income, jobs, and taxes, that are capitalized and enjoyed by the residents of the community. The new sports complex will serve as an economic catalyst for the development and growth of the local economy, and will help improve property values surrounding the complex and local residents' overall quality of life. Its potential to diversify and support a longer season for the key visitor economy by leveraging Panama City Beach's intrinsic strengths as a destination of year-round sports tourism opportunity will have significant catalytic impacts that will include:

- Expansion and diversification of publicly-owned tourism infrastructure that will allow Panama City Beach, Bay County and the surrounding region to attract new market segments year-round;
- Strengthening of existing businesses, which will help grow and stabilize year-round employment;
- Higher property values surrounding the complex and an improved local residents' quality of life;
- Bringing together a coalition of public and private sector partners to maximize economies of scale, increase day to day utilization and spread operational costs.

8 Appendix

Ten-year outlook

Dollar figures are nominal, millions

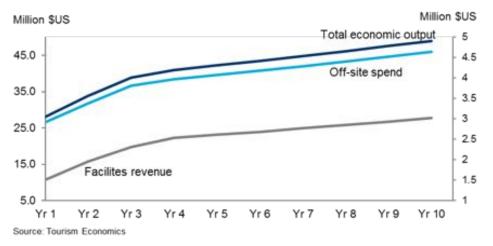
				On-	site						
											10-year
	Yr 1	Yr 2	Yr 3	Yr 4***	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	total
Facility revenue	\$1.51	\$1.96	\$2.32	\$2.53	\$2.61	\$2.69	\$2.77	\$2.85	\$2.94	\$3.03	\$25.2
Income*	\$0.77	\$1.00	\$1.19	\$1.30	\$1.34	\$1.38	\$1.42	\$1.46	\$1.51	\$1.55	\$12.9
Employment*	76	97	114	125	127	130	134	137	140	143	122**
State tax*	\$0.10	\$0.08	\$0.09	\$0.10	\$0.11	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$1.1
Local tax*	\$0.07	\$0.06	\$0.07	\$0.07	\$0.07	\$0.08	\$0.08	\$0.08	\$0.08	\$0.09	\$0.7
				Off-	site						
											10-year
	Yr 1	Yr 2	Yr 3	Yr 4***	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	total
Ancillary visitor spend	\$26.5	\$31.8	\$36.6	\$38.5	\$39.6	\$40.8	\$42.1	\$43.3	\$44.6	\$46.0	\$389.91
Income*	\$10.6	\$12.7	\$14.6	\$15.4	\$15.9	\$16.3	\$16.8	\$17.3	\$17.9	\$18.4	\$156.0
Employment*	526	401	458	478	490	501	513	525	538	550	498**
State tax*	\$1.6	\$1.9	\$2.2	\$2.3	\$2.4	\$2.5	\$2.5	\$2.6	\$2.7	\$2.8	\$23.5
Local tax*	\$1.1	\$1.3	\$1.5	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.9	\$1.9	\$16.2
Total											
											10-year
	Yr 1	Yr 2	Yr 3	Yr 4***	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	total
Economic output	\$28.0	\$33.8	\$38.9	\$41.0	\$42.3	\$43.5	\$44.8	\$46.2	\$47.6	\$49.0	\$415.1
Income*	\$11.4	\$13.7	\$15.8	\$16.7	\$17.2	\$17.7	\$18.2	\$18.8	\$19.4	\$19.9	\$168.9
Employment*	602	498	572	603	617	632	647	662	677	693	620**
State tax*	\$1.7	\$2.0	\$2.3	\$2.4	\$2.5	\$2.6	\$2.6	\$2.7	\$2.8	\$2.9	\$24.5
Local tax*	\$1.2	\$1.4	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$1.9	\$2.0	\$17.0

Sources: Tourism Economics, IMPLAN

*includes indirect and induced impacts

**average annual employment

***last year of the ramp-up period



Projected On-Site Revenue and Off-Site Ancillary Spend

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BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION 840 W. 11th Street Room 2350 - Panama City, FL 32401 Phone: 850-248-8250 - Fax: 850-248-8267 E-mail: planning@co.bay.fl.us

Agenda Date: September 15, 2016 Application No.: PZ 16-099 (LPA 16-02) Large Scale Amendment

Applicant: The St. Joe Company

Appraiser's Parcel Number: 27536-000-000. 27542-000-000, a portion of 34030-000-000, and a portion of 34030-001-000

Project Description: The applicant is requesting the approval of a Large Scale Amendment to the Bay County Future Land Use Map to change the land use designation of 1,250 acres from Agriculture Timberland to Mixed Land Use, Public-Institutional, and Conservation Preservation.

Project Location: Located on the north side of U.S. Highway 98 between Wildwood Road and Breakfast Point Boulevard, in unincorporated Panama City Beach. (District V)

Parcel Information

Parcel Size: Land Use Designation: Zoning:	1,250 acres Agriculture-Timberland "AG-2" Agriculture Timberland
Existing Land Use:	Vacant
Surrounding Land Uses:	North: West Bay Preservation Area – Sector Plan; East: Residential; South: U.S. Highway 98 and General Commercial; West: Tourist District (Residential and Commercial Uses inside the City of Panama City Beach)
Project Site Access:	U.S. Highway 98
Service Area:	Urban Services Area, Beaches Area Special Treatment Zone, Coastal Planning Area

Analysis & Discussion

The applicant is proposing to change the land use designation of 1,250 acres from Agriculture Timberland to Mixed Land Use, Public-Institutional, and Conservation Preservation.

The current zoning of the subject parcel is AG-2 (Agriculture-Timberland).

This proposed future land use amendment is part of the ongoing transition of this part of Bay County from previous agricultural activities to more urban uses. This transition is contemplated by the area's inclusion in the Urban Services Area on the adopted Future Land Use Map. The subject property is also immediately adjacent to the incorporated boundary of the City of Panama City Beach, from which development on the property will receive central water and sanitary sewer service. A new sports village and new elementary/middle school will make up the 210 acre Public-Institutional portion of the eastern side of the amendment. The 145 acre Conservation Preservation portion to the north has an existing conservation easement on the property. The remaining 895 acres will be designated as Mixed Land Use allowing for a mix of residential and commercial uses to help support the growing Panama City Beach population. The Bay County School Board has identified the need for a new elementary/middle school on the east end of Panama City Beach – while the Sports Village is part of a plan from Bay County, Panama City Beach, and the Bay County Tourist Development Council members to help develop Panama City Beach as a year round tourist market.

Access to the subject property is via U.S. Highway 98. The applicant states that the FDOT has committed to designing and constructing a new traffic light at Cauley Avenue to serve the sports village and future school site. All new development would be required to pave access roads.

The subject property contains a significant amount of wetlands which may be jurisdictional. The Comprehensive Plan has several requirements for site analysis, water quality protection, and stormwater standards included in the Comprehensive Plan.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

Staff Recommendation

It is therefore, recommended, that the Commission:

- Find the proposed Large Scale Map Amendment to the Bay County Comprehensive Plan, Application No. PZ 16-099 LPA 16-02, consistent with the Comprehensive Plan and in compliance as that term is defined in F.S. 163.3184.
- Forward a recommendation to the Bay County Board of County Commissioners to transmit the proposed Comprehensive Plan map amendment to the Department of Economic Opportunity for analysis.

Bay County Application to Amend the Future Land Use Map of the **Comprehensive Plan**

A) Applicant Information

Owners name:	The St. Joe Company	Authorized agent:	
Mailing	133 S. Watersound Parkway	Mailing	
address:	Watersound, FL 32461	address:	
E-mail:	bridget.precise@joe.com	E-mail:	
Telephone:	850.231.6490	Telephone:	
FAX:		FAX:	

B) Requested Amendment

Change From: Agricultural/Timberland Existing land use designation

Meet Une, Public Instructorul, Preservation Cyren Typorel

Proposed land use designation

C) Property Information

	Located in unrecognized Bay County, west of the Hathaness Birdge (minth of Hay 98)		
Address/location of proposed amendment site:	Section 29-30 of T3S, R15W and Section 25 of T3S, R16		
Property ID number(s):	27528-020-000, 27542-000-000, 34830 020-000 (surflum), 34830-005-008 (purflum)		
Acreage of site:	+/- 1250 Acres		

Toc

A legal description must be attached in order for the application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for the application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.

D) Review Fee Attached:

 Large Scale Amendment (greater than 10 acres) \$2,720 Small Scale Amendment (less than or equal to 10 acres) \$1,450

E) Site Information

Please provide the following items along with your completed application.

- A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).
- A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).
 - Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.
 - North direction arrow.
 - Township, Range, and Section
 - · Dimensions of the site (length, width, etc.) in linear feet.
 - Size of the site in square feet or acres.
 - The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.

F) Justification and Consistency with the Comprehensive Plan

Explain the reasons for requesting the amendment which support why the proposed Future Land Use Map is necessary and consistent with the Comprehensive Plan. Cite specific policies furthered by the proposed amendment, and attach additional pages as needed.

See PCB-East Application binder for Complete Application

G) Proposed Development

Describe the type of development proposed for the site. For residential amendments include the type and number of residential units.

See PCB-East Application binder for Complete Application

Revised 11/1/2012 Form FA-1 Future Land Use Map Amendment Application Form Page 2 of 9

H) Facility Capacity Analysis

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

- 1. Water and Sewer Service:
- a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
See PCB-East Application binder for Complete Application			
Private well (s)			

Current potable water demand of site under existing designation: ______ gpd

Anticipated potable water demand if amendment is approved: ______ gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider [*]	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
See PCB-East Application binder for Complete Application			
Septic tanks or other individual on-			

" If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: ______ gpd

Anticipated wastewater demand if amendment is approved: _____ gpd

site systems

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

 Stormwater: Describe how stormwater will be controlled and treated: See PCB-East Application brider for Complete Application

3. <u>Transportation</u>: Use professionally acceptable methodology to determine the impacts of the proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008.6 and 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

Land use	Units/sq. footage	Daily trips	Peak trips
	Land use	Land use Units/sq. footage	Land use Units/sq. footage Daily trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS
See POB East Application Moder for Complete Application			
			-

In which hurricane evacuation zone(s) does the subject property occur:

Tropical storm		Category 1 hurricane		Category 2 hurricane
Category 3 hurric	ane	Category 4-5	hurricane	N/A

Revised 11/1/2012 Form PA-1

I) Natural Resources

Identify any of the following natural resources or features present on or adjacent to the subject property. An Environmental Analysis and/or Habitat Management Plan may be required for subject properties which are located within currently designated "Conservation Zones" or "Ecosystem Management Areas" by the Comprehensive Plan.

Natural Resources	Yes	No	
Flood zones present:			
Type and Map #	See PCB-	ast Application binder	for Complete Applicatio
Rivers, creeks, streams:			
Identify:			
Bays, bayous, lakes:			
Identify:			
Wetlands:			
Identify:			
Gulf Beach/Dunes			
Deer Point Lake Protection Zone			
Setbacks or control lines			
Attach a list of soil types preser crops, and pasture (Soil Survey			gs, roads, septic tanl

Describe actions or measures that will be taken to protect natural resources from the impact of development (attach additional pages if necessary).

J) Historic/Archaeological Resources

The State of Florida Master Site File, as published by the Florida Department of State, Division of Historical Resources, must be utilized to identify the possibility of such resources occurring on the subject property. To obtain a letter from the Department, call (850) 487-2333

K) Compatibility with Surrounding Land Uses

Adjacent zoning districts		Adjacent Future Land Use M designations	
North		North	
South		South	
East		East	
West		West	

Discuss how the proposed use is compatible with surrounding land uses:

		and the second second	the second se
See PCR.Eas	t kanienten	birder for Cor	rolete Application
1010 C 1010 1010		the rate of the	Contraction of the second s

L) School Concurrency

1. Which public schools serve the site of the proposed amendment:

Name of school	Recommended capacity ¹	Current year enrollment ¹	Surplus or deficit capacity
Elementary: See PCB East Application timeler for Complete Application			
Mddle:			
Fligh:			

¹ Information available from the Bay County Public School District

2. Will development resulting from the proposed amendment increase or decrease the potential number of students attending the public schools that serve the subject property? By how many?

See PCB-East Application binder for Complete Application

Revised 11/1/2012 Form PA-1

3. If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject property in excess of that school's recommended capacity, how will this deficit be corrected?

		 _	_
			-

 If proposed solution requires an amendment to the Bay County Public Schools capital improvements program, please provide written verification that the School District agrees to the proposed amendment.

M) Compatibility with Military Installations

Does the Future Land Use Map designation sought through the proposed amendment allow types of development which could be considered potentially incompatible with nearby military installations? If so, how will compatibility issues be resolved (attach additional sheets, including any correspondence with military personnel, as necessary)?

See POB-East Application binder for Complete Application								
					_			
					_			
					_			

N) Capital Improvements

Will development resulting from the proposed Future Land Use Map amendment require capital improvements to public infrastructure (water or sewer service, roads, etc) in order to support the resultant growth? If so, please specify which infrastructure will be impacted, to what extent, and how will such improvements be funded (attach additional sheets if necessary):

See PCB-East Application binder for Complete Application

Revised 11/1/2012 Form PA-1 Future Land Use Map Amendment Application Form Page 7 of 9

O) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) I Bridget Precise, VP-Development (print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.

Bridget Precise

Applicant Name (Type or Print)

Applicant Signature

VP-Development, The St. Joe Company

Title and Company (if applicable)

August 18, 2016

Date

A. APPLICANT INFORMATION & CONSULTANT TEAM

Property Owner The St. Joe Company 133 South Watersound Parkway Watersound, FL 32461 Contact: Bridget Precise, VP-Development Phone: (850) 231-6480

Transportation Kimley-Horn & Associates, Inc. The Regional Center 2615 Centennial Boulevard, Suite 102 Tallahassee, Florida 32308 Contact: Richard Barr (Richard.Barr@kimley-horn.com) Phone: (850) 553-3500

Environmental Biological Opinion Issues by US Fish & Wildlife Service For the Regional General Permit (SAJ-86)

Civil Engineering Buchanan and Harper, Inc. 735 West 11th Street Panama City, Florida 32401 Contact: Michael Harper P.E. (mharper@buchanan-harper.com) Phone: (850) 763-7427

Archeological Analysis Archeological Consultants, Inc. 8110 Blaikie Court, Suite A Sarasota, Florida 34240 Contact: Marion Almy (ACIFlorida@comcast.net) Phone: (800) 735-9906

B. REQUESTED AMENDMENT

Change from Agricultural/Timberland as shown on Map 1 – Current Bay County Future Land Use Map to Mixed Use, Public-Institutional & Open Space as shown on Map 2 – Proposed Future Land Use Amendment Map.

C. PROPERTY INFORMATION

1. Location of Proposed Amendment

The subject property (hereinafter "PCB-East") is located in unincorporated Bay County north of several large undeveloped and commercial tracts on US Highway 98 bordered by Breakfast Point Subdivision to the West, Breakfast Point Mitigation Bank to the North and by several subdivisions off of Wildwood Road to the East. Specifically, the site is located in Section 29-30 of Township 3 South, Range 15 West and Section 25 of Township 3 South, Range 16W in Bay County, Florida. Refer to *Map 3 – Proposed Amendment Parcel*.

2. Parcel ID Number(s):

27536-000-000 27542-000-000 34030-000-000 (portion) 34030-001-000 (portion)

3. Legal Description & Size

The proposed PCB-East Future Land Use Amendment area is within unincorporated Bay County and contains approximately 1,250 acres. Refer to Map 4 - Boundary Survey which includes a legal description of the site.

4. Ownership

Please refer to Appendix A - Property Deeds for proof of ownership.

5. Aerial Photographs

Please refer to Map 5 - Aerial Photograph for boundary of the subject property including a 500 ft radius of the subject property.

D. REVIEW FEE

The St. Joe Company has enclosed a review fee of \$2,720.00 for Bay County's review of this Large Scale Land Use Amendment application.

E. SITE INFORMATION

1. Vicinity Map

Please see Map 6 - General Location depicting the location of the subject property.

2. Site Plan

Please refer to Map 2 – PCB-East Proposed Future Land Use depicting the proposed locations of land uses planned within the approximate 1250 acres. Map 6 – Proposed Future Land Use Phasing Map depicts approximate 5-Year Interim and 10-Year Buildout scenarios which the analyses contained herein are based upon.

F. JUSTIFICATION & CONSISTENCY WITH COMPREHENSIVE PLAN

1. Justification

Bay County and the City of Panama City Beach desire to develop and market Panama City Beach as a year round tourist market through the design and construction of a new Bay County Sports Village. The Bay County School Board has identified a need for a new elementary/middle school on the east end of Panama City Beach and the City of Panama City Beach has identified a need for a new fire station in Panama City Beach. The land identified for these improvements is a portion of 1250 acres currently owned by The St. Joe Company and which is adjacent to the existing Breakfast Point community, a residential community in the City of Panama City Beach. An agreement was made and executed between Bay County School Board, Bay County Tourist Development Council, the Board of County Commissioners of Bay County, the Florida Department of Transportation, the Panama City Beach Convention and Visitor's Bureau, and The St. Joe Company for approximately 210 acres of land to meet the needs of which all are within the subject 1250 acre parcel. Pursuant to the land donation agreement and imminent construction of a 150+/- acre multi-use Sports Village, which will promote year-round tournament activities for various sports, coupled with the growing population and need for housing in Panama City Beach, The St. Joe Company anticipates a need for more multi-family and single-family residential and non-residential uses in support of future development. The St. Joe Company feels it is important to plan for this growth in a proactive and

comprehensive fashion where all components can be considered as opposed to reacting to the growth later in a fragmented fashion. This application is necessary to change the future land use map amending the current land use from Agricultural/Timberland to Mixed Use, Public-Institutional & Open Space as the first step to begin planning for these supportive uses to grow Bay County assets even further.

2. Consistency with Comprehensive Plan - Bay County

Below is an analysis comparing the proposed PCB – East Large Scale Future Land Use Amendment and the proposed policies with the existing Bay County Comprehensive Plan.

CHAPTER 1 – ADMINISTRATIVE PROCEDURES

Policy 1.1.3: Applicability: The provisions of this Plan shall apply to all land in the unincorporated area of Bay County within the jurisdiction of the Bay County Board of County Commissioners as specified in Section 163.3171, Florida Statues. The provision of this Plan in their interpretation and application are declared to be the minimum requirements necessary to accomplish the objectives, purposes, and intent of this Plan.

Consistency - The PCB-East subject property is solely located within Bay County jurisdiction. Policy 1.2.1.2: Encourage the most appropriate use of land, water and resources consistent with the public interest.

Policy 1.2.1.4: Deal effectively with future problems that may result from the use and development of land within unincorporated Bay County.

Policy 1.2.1.5: To preserve, promote, protect and improve the public health, safety, comfort, good order, appearance convenience, law enforcement and fire prevention, and general welfare.

Policy 1.2.1.6: Prevent the overcrowding of land and avoid undue concentration of population.

Policy 1.2.1.7: Facilitate the adequate and efficient provision of public facilities and services.

Policy 1.2.1.8: To conserve, develop, utilize, and protect natural resources.

Consistency – The proposed PCB-East Land Use Amendment furthers the goals of the Bay County Comprehensive Plan by providing a well-planned, compact community including a Sports Village, School and proposed Fire Station to efficiently provide services and protect its natural resources.

OBJECTIVE 1.7: To enunciate procedures for amendments to this Plan, including changes to the Future Land Use Map.

Policy 1.7.1: Amendment of this Plan: This Plan may only be amended as specified in Chapter 163, Part II, Florida Statutes, except as provided by Chapter 97-28 Laws of Florida which relates to expedited permitting, and by the following provisions, which are consistent with Chapter 163, Part II, Florida Statutes.

- This Plan may only be amended by action of the Board of County Commissioners after review by the Planning Commission.
- (2) Any persons owning property, residing, or owning or operating a business within the boundaries of Bay County and adjoining local governments may apply for an amendment to the text and maps of the Plan, excluding the Future Land Use Map.
- (3) Any property owner or his/her duly authorized agent may apply for an amendment to the Official Future Land Use Map (FLUM). Any such application must be accompanied by a general plan of development or specific use of the land involved, which shall be binding upon the applicant. All applications for FLUM amendments shall be evaluated based on the criteria specified in Policy 3.2.1 this Plan.
- (4) The Planning Official may initiate amendments to the text of this Plan as well as the maps therein, including the Future Land Use Map, as may be considered necessary from time to time. Amendments initiated in this manner shall also be conducted as specified in Chapter 163, Part II, <u>Florida Statutes</u>.
- (5) The Planning Commission may, at its discretion, establish rules of procedure that

will govern the Plan amendment application and review process.

(6) As part of any requests for amendment of this Plan, the applicant must provide all required support data and analysis, proper justification, responses to state agency comments or any other materials that may be required in support of the amendment request.

Consistency – The proposed PCB-East Land Use Amendment must be approved consistent with the above process which will include a finding that it meets the planning requirements in Chapter 163, Part II, F.S. for large scale land use amendments.

Policy 1.10.2: Relationship to other Laws or Regulations: It is the intent of the Board to minimize duplication regulations governing the use and development of land. To this end, when a federal, state, or regional agency has implemented a permitting program the County shall not be required to duplicate or exceed that program in this Plan, pursuant to Section 163.3184(6)(c), <u>Florida Statutes</u>. However, any proposals to delete goals, objectives, policies, guidelines or standards from this Plan that duplicate or exceed federal, state, or regional agency permitting programs shall be identified and supported by adequate data and analysis and are subject to the comprehensive plan amendment requirements found in Chapter 163, Part II, <u>Florida Statutes</u>.

Consistency – Consistent with the above policy, the environmental analysis and environmental resource policies for the proposed PCB-East Land Use Amendment are based upon and consistent with the methodologies established in the Regional General Permits and Ecosystem Management Agreements previously approved by federal and state agencies.

Policy 1.10.3: Innovative Strategies: It is the intent of the Board that this Plan provide for innovative and flexible planning and development strategies and creative land use planning techniques, which may include, but not be limited to planned unit developments, transfer of development rights, urban villages, new towns, satellite communities, area-based allocations, clustering and open space provisions, mixed use development, and sector planning.

Consistency – The proposed PCB-East Land Use Plan Amendment results in strategies to address land use, urban form, utility planning and natural resource protection.

Policy 1.11.3: Section 163.3194 Florida Statutes specifically requires that any land development regulation enacted, or development order issued, by a local government must be consistent with the comprehensive plan. A development or development order approved by the County shall be considered consistent with this Plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities specified in this Plan. When making determinations regarding whether or not a development or development order is consistent with this Plan the following guidelines shall be considered.

 Land Uses. The land use of a development or development order shall be consistent with this Plan when the type of land use to be developed (e.g. residential, commercial, etc.) is allowed in the proper land use category specified in Tables 3A and 12A, and is located within the proper land use designation (e.g. residential, commercial, etc.) area as shown on the official Future Land Use Map.

- (2) Densities or Intensities. The density or intensity of a development or development order shall be consistent with this Plan when the proposed density or intensity of use is equal to or less than the allowed density or intensity specified in Tables 3A and 12A for the type of development allowed in each land use category.
- (3) Capacity or Timing. The capacity, size or timing of a development or development order shall be consistent with this Plan when public facilities and services are available to serve the proposed development concurrent with the impact or demand that will be created by the proposed development, and when the impact of the proposed development will not exceed or degrade the level-ofservice standards specified in the Capital Improvements Element.
- (4) Compatibility with Objectives and Policies. A development or development order shall be consistent and compatible with the objectives and policies of this Plan as follows:
 - (a) An objective or policy must first have the effect of being a regulation, restriction, or limitation on allowable land use or development, or otherwise imposes a condition as a prerequisite to development (for example, a shoreline setback requirement or requiring developers to install road improvements).
 - (b) The objective or policy is relevant and germane to the issue(s) or objection(s) raised relative to a particular development or development order (for example, application or a coastal related policy to a non-coastal area or urban-related policy to a rural area).

Consistency – The proposed PCB-East Land Use Amendment includes land use categories in Table 3A of Bay County's Comprehensive Pan. The proposed densities are less than allowed densities in Table 3A and do not exceed the level of service standards. All future development will be consistent with Bay County's Comprehensive Plan.

CHAPTER 2 - ECONOMIC DEVELOPMENT ELEMENT

OBJECTIVE 2.11: Establish a procedure to "fast-track" large scale land use plan amendments to this Plan that will be instrumental to the attraction, retention, or expansion of business enterprise.

Policy 2.11.1: The attraction, expansion, or retention of businesses that create new jobs is hereby declared to be in the public interest of Bay County. As a means of furthering this interest the Board will participate in the "expedited permitting" process as described in Chapter 97-28, Laws of Florida.

Consistency – The proposed PCB-East Land Use Amendment will provide a wellplanned location for more residential development adjacent to a large recreational sports village, fire station and future school in Bay County. The site is in close proximity to the Naval Air Station, Panama City, Panama City Beach, major roadways and the beaches.

CHAPTER 3 - FUTURE LAND USE ELEMENT

OBJECTIVE 3.2: Maintain an accurate and reliable Future Land Use Map (FLUM) in order to preserve existing advantages and guide future growth. The designation of FLUM categories shall be coordinated with appropriate site conditions, the availability of facilities and services, protection of natural or historic resources, and the criteria specified in Policy 3.2.1.

Policy 3.2.1: The FLUM and any subsequent FLUM amendments shall be maintained based on the following criteria to the greatest extent possible:

- (1) Potential for threat to the health, safety, and welfare of the general public;
- (2) Potential to create public nuisance(s);
- (3) Appropriate site conditions;
- (4) Compatibility between land uses;
- (5) Consistency with this Comprehensive Plan;
- (6) Availability of infrastructure facilities and services;
- (7) Protection of natural and historic resources, and;
- (8) Criteria specified in Tables 3A and 12A.
- (9) Promote energy efficient land use patterns and reduce greenhouse gas emissions.

Consistency – The proposed PCB-East Land Use Amendment is planned to follow a compact urban development form with compatible adjacent land uses.

Policy 3.2.3.1: Amendments to the County's Urban, Suburban, or Rural Service Area boundaries, as depicted on Map 3.1, Service Areas Map, may be considered only if all of the following standards are affirmatively met:

- (1) Demonstration of need:
 - a. Are additional urban or suburban lands needed to accommodate population, housing, or employment projected for the horizon year of the Plan?; or
 - b. Are additional lands required to support affordable housing?; or
 - c. Are additional lands required to support the economic development goals of the County?
 - d. Is the property within a sector plan under s.163.3245 and thus exempt from the need requirement?
- (2) Locational analysis of Amendments:
 - Availability of facilities and services, and the orderly, efficient, and cost effective provision of service;
 - b. Fiscal capacity to provided adopted levels of service;
 - c. Protection of environmental and natural resources;
 - d. Avoidance of sprawl; and,
 - e. Adequate transition and connectivity with adjacent, existing communities.
- (3) Mandatory consistency with the Goals, Objectives, and Policies of this Plan.

Consistency - The proposed PCB-East Land Use Amendment furthers these future

land use goals by supporting the economic development efforts of the sports village and providing interconnectivity to the proposed complementary uses.

Policy 3.2.4: Land use categories depicted on the official Future Land Use Map within designated service areas shall include:

- Conservation;
- (2) Recreation;
- (3) Agriculture;
- (4) Public / Institutional;
- (5) Seasonal Resort;
- (6) Residential;
- (7) Commercial;
- (8) Industrial;
- (9) Bay-Walton Sector Plan.

Consistency – The proposed PCB-East Land Use Amendment will include Mixed Use land use, Conservation (Open Space) and Public / Institutional. The Mixed Use land use assumes future residential and commercial land uses. A PUD application will be submitted to Bay County for project areas within the Mixed Use land use category.

OBJECTIVE 3.9: All proposed land uses shall be compatible with adjacent conforming land uses.

Policy 3.9.1: For purposes of this Plan, "compatibility" means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition (Rule 9J5-5.003(23), F.A.C.)

Consistency – The proposed PCB-East Land Use Amendment is located in unincorporated Bay County north of several large undeveloped and commercial tracts on US Highway 98 bordered by Breakfast Point Subdivision to the West, Breakfast Point Mitigation Bank to the North and by several subdivisions off of Wildwood Road to the East. The proposed PCB-East Land Use Amendment is compatible with adjacent uses.

SCHOOL SITING

OBJECTIVE 3.10: Establish a procedure to coordinate planning between the Bay District School Board and the Board of County Commissioners to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrency with other necessary services.

Policy 3.10.5: Educational facilities are allowable uses within the following land use categories:

- (1) Residential
- (2) Commercial

(3) Public / Institutional

Consistency – The proposed PCB–East Land Use Amendment provides for a future school site within the Public / Institutional land use.

Policy 3.10.7: Educational facilities located in land use categories identified in Policy 3.10.5 must comply with the following criteria.

- Educational facilities must be located on, adjacent, or in close proximity to paved collector or arterial roadways.
- (2) Educational facilities shall not be located in platted subdivisions unless a school site is specifically shown on a plat.
- (3) The proposed location is compatible with the existing and planned uses in the area.
- (4) The site area of the proposed location shall be adequate for its intended use based on State requirements for educational facilities. Sufficient area shall be provided to accommodate all utilities and support facilities. Adequate buffering of surrounding land uses shall be provided.
- (5) Based on the 5-year Capital Improvement Program of the County's Comprehensive Plan, there will be adequate public services and facilities to support the public school and comply with the County's concurrency management requirements.
- (6) There are no significant environmental constraints that would preclude development of an education facility on the site.
- (7) There will be no adverse impact on archaeological or historical sites listed in the National Register of Historic Places or designated by the County as a locally significant historic or archaeological resource.
- (8) The proposed location is well drained and soils are suitable for development and outdoor educational purposes with drainage improvements.
- (9) The proposed location is not in conflict with the County's Stormwater Management Plan.
- (10) The location of a new public education facility is not in a velocity flood zone or a floodway, or a Coastal High Hazard Area.
- (11) The proposed location can accommodate the required parking and anticipated queuing of vehicles on site.
- (12) The proposed location lies outside the area regulated by s.333.03 (3), F.S., regarding the construction of public education facilities in the vicinity of an airport.
- (13) Stadiums, outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.
- (14) All new public education facilities shall comply with the public shelter construction requirement of s.235.26 (9)(a) and (b), F.S.

Consistency – A location for a public school is planned within the proposed PCB-East Land Use Amendment which will comply with this policy.

BEST DEVELOPMENT PRACTICES

OBJECTIVE 3.11: Use established "Best Management Practices" in the formulation of land development regulations, for development review purposes, and for promoting quality development projects and energy efficient land use patterns in Bay County.

Policy 3.11.1: The County will use the concepts and recommendations found in Best Development Practices-Doing the Right Thing and Making Money at the Same Time, DCA, 1995 to promote quality development projects.

Policy 3.11.4: The County shall encourage energy efficient land use patterns, promote energy conservation, efficient design, encourage renewable energy recourses, and reduce greenhouse gas emissions by applying Best Development Practices when reviewing applications for development.

Policy 3.11.5: The Bay County Quality Development Program is hereby established as a means to provide incentives for quality development projects. The Board of County Commissioners may designate quality development projects after review and favorable recommendation of the Planning Commission. General criteria to be considered in designating a quality development project are as follows, however, the Planning Commission may establish additional or more detailed criteria at its discretion.

Best Land Use Practices

- (1) Keep vehicle miles of travel (VMT) below the area average.
- (2) Contribute to the area's jobs-housing balance.
- (3) Mix land uses at the finest grain the market will bear and include civic uses in the mix.
- (4) Develop in clusters and keep the clusters small.
- (5) Place high density housing near commercial centers, transit lines, and parks.
- (6) Phase convenience shopping and recreational opportunities to keep pace with housing.
- (7) Make subdivisions into neighborhoods with well-defined centers and edges.
- (8) Reserve school sites and donate them if necessary to attract new schools.
- (9) Concentrate commercial development in compact centers or districts (rather than letting it spread out in strips).
- (10) Make shopping centers and business parks into all-purpose activity centers.
- (11) Tame auto-oriented land uses, or at least separate them from pedestrian- oriented uses.

Consistency – The proposed PCB-East Land Use Amendment will use many of these best development practices where appropriate. The proposed sports village and school will contribute to the area's jobs. The mixed-use district will contribute to housing and other non-residential uses in the area. Development will occur in appropriate clusters with higher density housing located near commercial centers and lower density housing clustered in a series of neighborhoods.

Best Transportation Practices

- (1) Design the street network with multiple connections and relatively direct routes.
- (2) Space through-streets no more than a half mile apart or the equivalent route density in a curvilinear network.
- (3) Use traffic calming measures liberally.
- (4) Keep speeds on local streets down to 20 mph.
- (5) Keep speeds on arterials and collectors down to 35 mph (at least inside communities).
- (6) Keep all streets as narrow as possible and never more than four traffic lanes wide.
- (7) Align streets to give buildings energy-efficient orientations.
- (8) Avoid using traffic signals wherever possible and always space them for good traffic progression.
- (9) Provide networks for pedestrians and bicyclists as good as the network for motorists.
- (10) Provide pedestrians and bicyclists with shortcuts and alternatives to travel along high-volume streets.
- (11) Incorporate transit-oriented design features.
- (12) Establish Travel Demand Management (TDM) programs for local employees.

Consistency – The proposed PCB-East Land Use Amendment's transportation network will be designed using many of these best development practices where appropriate. There is anticipated to be multiple connections to US 98 at buildout. Connections inside PCB-East are anticipated to be made with use of round-abouts and other nonsignalized methods for interconnection. Appropriate pedestrian and bicycle alternatives are anticipated which include an extension of Gayle's Trails through the mixed-use developments with connections to and access points for the sports village, future school and conservation/open space uses.

Best Environmental Practices

- Use a systems approach to environmental planning.
- (3) Channel development into areas that are already disturbed.
- (4) Preserve patches of high-quality habitat, as large and circular as possible, feathered at the edges, and connected by wildlife corridors.
- (5) Design around significant wetlands.
- (6) Establish upland buffers around all retained wetlands and natural water bodies.
- (7) Preserve significant uplands, too.
- (8) Restore and enhance ecological functions damaged by prior site activities.
- (9) Minimize runoff by clustering development on the least porous soils and using infiltration facilities.
- (10) Detain runoff with open, natural drainage systems.
- Design man-made lakes and stormwater ponds for maximum environmental value.
- (12) Use reclaimed water and integrated pest management on large landscaped areas.
- (13) Use and require the use of XeriscapeTM landscaping.

Consistency – The proposed PCB-East Land Use Amendment area is included within the boundary of the Regional General Permit (SAJ-86) issued by the Army Corps of Engineers and Ecosystem Management Agreement with Florida Department of Environmental Protection (RGP/EMA) in 2004, which was renewed in 2009 and 2014. All development within this boundary must be consistent with this permit and agreement. Environmental resources will be designated as conservation and eventually placed in a conservation easement pursuant to Section 163.3245, F.S. A copy of the approved <u>Regional General Permit (SAJ-86)</u> is included as <u>Appendix B</u> and the <u>Ecosystem Management Agreement</u> is included as <u>Appendix C</u>. Complete copies can be found at the following hyperlinks:

- <u>http://www.saj.usace.army.mil/Portals/44/docs/regulators/sourcebook/permitting/general_permits/SAJ-86/20150327_Regional%20General%20Permit%20SAJ-86%20SAJ-2004-01861.pdf</u>
- http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm

CHAPTER 4 - TRANSPORTATION ELEMENT

OBJECTIVE 4.4: Establish access control corridors to provide safe and convenient movement to and from the Urban Service Area so as to enhance managed growth and the overall development of commerce in Bay County.

Policy 4.4.1: The following arterial roads are hereby designated as "Access Control Corridors" and are shown on the Transportation Map - Map 4.1.

- US 231 (SR 75): Jackson County line to the intersection of CR 2321.
- (2) SR 77: Washington County line to the intersection of SR 77 and CR 2300.
- (3) SR 79: Washington County line to the intersection of SR 79 and CR 388.
- (4) SR 22: Gulf County line to the intersection of SR 22 and CR 2297.
- (5) US 98: (Panama City Beach Parkway): Walton County line to Moylan Road.

Policy 4.4.2: The following standards and requirements will apply to access connections and/or driveways connecting onto an Access Control Corridor roadway.

- Roadways within Access Control Corridors will be considered "Controlled Access Facilities." The standards set forth in Ch. 14-97, FAC for these types of facilities will apply within Access Control Corridors.
- (2) Existing access connections or driveways will be used to provide access to adjacent properties to the maximum extent practicable.
- (3) The County will work through the TPO to install right turn lanes for existing collector roads, and center lane turning bays at the intersections of two-lane state roads and existing collector roads in designated Rural Communities.
- (4) Developers of major development projects involving new access connections may be required to construct acceleration/deceleration lanes, turning bays, turning lanes or other mitigation measures to ensure safe and convenient traffic flow.

- (5) All new residential developments will use single point access connections. All new subdivisions will have reverse frontage lots with single point access connections, except for special locations where additional access points may be needed due to public safety considerations.
- (6) All new non-residential developments will use shared access connections to the maximum extent practicable.
- (7) (7) The County will work through the TPO toward preparation of a US 231 corridor planning/management study to address long-term development/LOS problems on US 231.

Policy 4.4.4: New developments shall provide a system of shared driveways and frontage roads to reduce the number of access points on Access Control Corridors.

Consistency – Access to PCB-East will be possible through multiple US 98 connection points at buildout. FDOT has recently committed to designing and constructing a new traffic light with turn lanes at Cauley Avenue to serve the sports village, future school site and fire station at Cauley Avenue. Please refer to <u>Appendix D – Traffic Analysis</u> as well as <u>Map 7 – General Traffic Circulation Plan</u> for additional information. PCB-East will remain consistent with the County's access control requirements.

BICYCLE AND PEDESTRIAN WAYS

OBJECTIVE 4.15: Establish priorities for the location of bicycle/ pedestrian facilities in acceedance with the guidelines of the Panama City TPO Bicycle/Pedestrian Plan.

Policy 4.15.1: Priority will be given to the installation of sidewalks and bikeways as follows.

- (1) Located in the Urban Service Area including proximity to beach access points.
- (2) To provide a safe route to and from schools in areas proximate to schools.
- (3) To complete a "link" in an existing sidewalk or bikeway system.
- (4) To provide safe beach access including bicycle parking facilities and lockers.

Policy 4.15.2: The County shall require developers of property in the Urban Service Area to provide sidewalks as part of any new development project.

Consistency – The proposed PCB-East Land Use Amendment is anticipated to include appropriate pedestrian and bicycle alternatives with a proposed extension of Gayle's Trails through the mixed-use developments with potential access points to the Sports Village, future school site and conservation/open space uses.

CHAPTER 5 - INFRASTRUCTURE ELEMENT

SUB-ELEMENT 5A - TRANSPORTATION SYSTEM

OBJECTIVE 5A.5.1: All newly created roads shall conform to design/construction criteria and regulations contained in the Land Development Regulations. These include, but many not be limited to, the following:

- (1) Design and construction standards.
- (2) Right-of-way standards, including right or way use.
- (3) Driveway connection standards, including right-of -way use.
- (4) Parking and loading standards.
- (5) Functional classification of roadways.
- (6) Setback requirements.
- (7) Speed limit and signage requirements.
- (8) Access management standards.
- (9) Pedestrian facilities and bikeway standards
- (10) Road names and addresses.
- (11) Other improvements such as street lights, traffic signals, turn lanes, acceleration/deceleration lanes, etc. as may be considered necessary.

Consistency – PCB-East roads will be designed to meet Bay County criteria contained in the Land Development Regulations.

SUB-ELEMENT 5B - WASTEWATER

OBJECTIVE 5B.8: Establish wastewater level of service standards for purposes of estimating future needs and issuing development orders.

Policy 5B.8.1: The County will use level of service standards (LOS) for purposes of concurrency evaluation and estimating potential sewage flows.

- (1) For areas with central sewer service provided by the County the LOS is 90% of flow allocated to the County by interlocal agreement. For the MPRAWTF or 90% of permitted capacity of other County Facilities or 90% of reserve capacity purchased by the County in facilities owned by other. This LOS will be used for concurrency evaluations and issuance of development orders.
- (2) For areas where central sewer service is not available concurrency requirements may be met by the issuance of an "On-Site Sewage Disposal" (septic tank) permit pursuant to Chapter 10D-6, FAC.
- (3) For purposes of estimating potential sewage flows the LOS will be 250 gallons per household per day or Equivalent Residential Units (ERU).

Consistency – PCB-East will require that all urban development connect to central sewer. Please refer to <u>Appendix E – Infrastructure Impact Analysis</u> which was completed pursuant to Bay County's adopted LOS standards. Based on the Infrastructure Impact Analysis, no new improvements are required to accommodate the proposed development.

SUB-ELEMENT C - POTABLE WATER

OBJECTIVE SC.9: Establish level of service standards for purposes of estimating consumptive demands and issuing development orders.

Policy 5C.9.1: The County will use level of service standards (LOS) for purposes of concurrency evaluation and estimating consumptive demand. Water supplies and facilities shall be available to serve new development not later than the time of issuance of a certificate of occupancy. The LOS standards for potable water are as follows.

- For purposes of concurrency evaluation the LOS is 90% of the water treatment plant(s) permitted capacity.
- (2) For purposes of estimating demand the LOS is 300 gallons per household per day.
- (3) For areas where central water service is not available, concurrency requirements may be satisfied by private, individual water wells.
- (4) Include a GPD per capita for wholesale systems to incorporate a method of conservation charges as adopted in the Water Supply Facilities Work Plan.

Consistency - PCB-East will require that all urban development connect to central water. Please refer to <u>Appendix E - Infrastructure Impact Analysis</u> which was completed pursuant to Bay County's adopted LOS standards. Based on the Infrastructure Impact Analysis, no new improvements are required to accommodate the proposed development.

SUB-ELEMENT 5D - SOLID WASTE MANAGEMENT

OBJECTIVE 5D.4: Maintain level of service standards so as to ensure available and adequate solid waste disposal capacity.

Policy 5D.4.1: Level-of-service standards for solid waste management shall be as follows.

- (1) For purposes of evaluating development orders or plan amendments the level-ofservice will be 6.1 pounds of municipal solid waste (MSVV) per residential unit per day, 3 pounds per hotel room per day, and .01 pounds per square foot of commercial structure per day.
- (2) For purposes of evaluating available capacity for concurrency and capital improvements the level-of-service will be 80% of the total daily operational capacity of the Steelfield Road Landfill; or when 80% of the currently permitted landfill airspace at the Steelfield Road Landfill site has been filled.

Consistency - Please refer to <u>Appendix E - Infrastructure Impact Analysis</u> which was completed pursuant to Bay County's adopted LOS standards. Based on the Infrastructure Impact Analysis, no new improvements are required to accommodate the proposed development.

SUB-ELEMENT 5E - STORMWATER MANAGEMENT

OBJECTIVE 5E.7: Protect property and prevent pollution through specific provisions in the Land Development Regulations for the regulation of stormwater runoff.

Policy 5E.7.1: Stormwater runoff shall be no greater after a development project than before the project as outlined in the FDOT Drainage Manual.

Policy 5E.7.2: The following general guidelines and principles are State standards and will be used as the basis for stormwater management:

- 1. Prohibit the unauthorized obstruction of natural or man-made drainage ways.
- Require sediment control as part of any land clearing or development project, except for bona-fide agricultural activities using approved Best Management Practices (BMP's).
- Provide for the dedication or private maintenance of all stormwater facilities, conveyances, or easements.
- Specific standards and criteria for impervious surface, lot coverage, and minimum open space areas are included in the Land Development Regulations.
- Bridges, culverts, pipes, ditches or other conveyances shall be designed and constructed to County standards.
- Require evaluation of flooding that may be caused by the development of vacant land adjacent to existing developed areas, including adjacent building lots in subdivisions.
- Require that best engineering practices be used for the design and construction of stormwater control facilities based on the following level-of-service standards.
 - (a) Water Quality

(i) Outstanding Florida Water; Potable Water Supply: For stormwater discharges into OFW or the Deer Point Reservoir Protection Zone treatment shall be as specified in s.62-4.242(2) & (3), FAC (OFW standards) and ERP Applicant's Handbook Volume II Part IV, paragraph 8.12.

(ii) Other Discharges: For all other stormwater discharges treatment shall be as specified in Ch. 62-25, FAC.

(iii)Ecosystem Management Zones: Treatment to OFW standards is required for areas within designated Ecosystem Management Areas.

(b) Flood Attenuation

For purposes of flood attenuation all development projects shall be designed and constructed so as to accommodate at a minimum the 25-year critical duration storm event as outlined in the FDOT Drainage Manual or the 100year critical duration storm event in identified critical basins.

Consistent with state law, this requirement shall not apply to the construction of single-family, duplex, triplex, or quadraplex dwellings and customary accessory uses.

(c) Operation and Maintenance

Once identified, all stormwater facilities and conveyances owned and operated by the County, and once identified and inventoried as County owned, shall be assigned the following levels-of-service (LOS):

LOS - Operation and Maintenance (O&M)

- A. Routine Maintenance.
- B. Routine inspection with specific routine maintenance. C Routine inspection with inspection-based O&M.
- C. Reaction/complaint based O&M.
- D. No service.

At the present time, all facilities and conveyances are categorized as level D.

All County owned stormwater facilities and conveyances shall be identified as County maintained in a GIS data base.

Once identified, the minimum level of service will be C.

- Prohibit evacuation-intensive facilities (e.g. hospitals, nursing homes, etc.) in "A" and "V" flood zones.
- Require developers to construct stormwater facilities and conveyances at their own expense as part of any new development project.
- Provide exemptions from County stormwater regulations consistent with Ch. 62-346, FAC.

Consistency – The proposed PCB-East Land Use Amendment is within the Regional General Permit (SAJ-86) and Ecosystem Management Agreement area, therefore all stormwater design and management is subject to meet OFW standards and criteria. Refer to <u>Appendix C - Ecosystem Management Agreement</u> for more detailed information.

CHAPTER 6 - CONSERVATION ELEMENT

OBJECTIVE 6.1: Eliminate needless duplication of government and regulatory activities relative to protection of natural resources.

Policy 6.1.1: As a political subdivision of the State, the County will, to the maximum extent practicable, rely upon state laws and regulations to meet the conservation goals and objectives of this Plan.

Consistency – All of lands included in the proposed PCB–EAST Land Use Amendment area have been reviewed and approved by the Army Corps of Engineers and Department of Environmental Protection under <u>Appendix B - Regional General Permit</u> (SAJ-86) and <u>Appendix C - Ecosystem Management Agreement</u>. The environmental resource planning for the PCB – EAST Land Use Amendment boundary is based upon those permits. This avoids the duplication of government and regulatory activities mentioned above.

OBJECTIVE 6.2: Identify and designate locally significant natural resources.

Policy 6.2.1: Locally significant natural resources are as follows:

- (1) Ambient air;
- (2) All waters in the State and lands lying there under, including seagrass beds;
- (3) Government owned or leased land that is used for conservation purposes;
- (4) Designated Ecosystem Management Areas;
- (5) Designated Habitat Conservation Areas;
- (6) Sand Hills Lakes;
- (7) Groundwater resources- Aquifer Recharge Areas;
- (8) Wetlands;
- (9) Flood zones;
- (10) Potable water sources;
- (11) Beaches and dunes;
- (12) Selected trees and vegetation;
- (13) Known habitat of threatened or endangered species;
- (14) Pine Islands; and,
- (15) Outstanding Florida Waters (OFW).

Consistency – PCB-East development will protect the locally significant natural resources per Bay County's Land Development Code and the Regional General Permit (SAJ-86) and Ecosystem Management Agreement requirements where applicable.

OBJECTIVE 6.7: Conserve and manage natural resources on a system wide basis rather than piecemeal.

Policy 6.7.1: The County will use designated Ecosystem Management Areas illustrated on Map 6.1 as a means for the conservation of natural systems.

Policy 6.7.2: Ecosystem Management Areas are considered "Special Treatment Zones" in which extraordinary regulatory standards may be applied to protect natural resources.

Policy 6.7.3: The following areas or resources are included in Ecosystem Management Areas: Undeveloped, unplatted land in the Rural or Suburban Service Areas adjacent to Class II waters and Outstanding Florida Waters, tributaries and headwaters thereto.

Policy 6.7.4: The following development standards will apply in designated Ecosystem Management Areas.

- (1) The requirements of this policy shall apply unless: 1) it can be demonstrated that no locally significant resources exist on a parcel of land subject to development, or 2) a developer can design and construct a development project such that locally significant environmental resources are preserved, or impact minimized.
- (2) All stormwater runoff will be treated to OFW standards or greater.
- (3) Any new point source discharges of sewage effluent are prohibited.
- (4) All septic tanks will be located at least 100 feet upland of the mean high water line, ordinary high water line, or DEP wetland jurisdiction line.

- (5) Development will be undertaken so as to avoid activities that would destroy wetlands or the natural functions of wetlands.
- (6) No building or structure can be located closer than thirty (30) feet from any DEP wetland jurisdiction line, mean high water line, or ordinary high water line except for piers, docks or similar structures and an attendant ten (10) foot wide cleared path through the wetland for purposes of providing access to such structure, or wet-land crossings required to connect dry, upland parcels. All native vegetation, if any exists, will be preserved within the 30- foot setback area. This requirement, including possible alternatives, may be further addressed in the Land Development Regulations.
- (7) No development will be permitted that can reasonably be expected to cause short or long term violations of state water quality standards.
- (8) The requirements of this policy will not apply to bona fide agricultural or silvicultural activities whenever established "Best Management Practices" are used.
- (9) Development projects may be clustered to avoid or preserve significant natural resources.

Consistency -PCB-East will be developed consistent with the protection standards included in the Regional General Permit (SAJ-86) and Ecosystem Management Agreement which results in a higher level of protection of environmental resources due to the combination of conserved lands, mandatory protection of high quality wetlands and limited impacts to low quality wetlands. All stormwater facilities within the Regional General Permit (SAJ-86) and Ecosystem Management Agreement area are designed to meet OFW standards.

OBJECTIVE 6.11: Protect and conserve wetlands and the natural functions of wetlands.

Policy 6.11.1: For purposes of this Plan the term "wetlands" means the same as defined at 5.373.016(17), F.S.

Policy 6.11.2: Dredge and fill activities in wetlands will be governed by applicable federal and state regulatory requirements.

Policy 6.11.3: To protect and ensure an overall no net loss of wetlands, the County will employ the following measures to protect and conserve wetlands.

- (1) Wetlands and their required setbacks will be delineated and depicted on all site plans included in applications for development approval.
- (2) Developers will design and construct development projects so as to avoid activities that would destroy wetlands or the natural functions of wetlands jurisdictional to Federal or State agencies.
- (3) Wetland setbacks will be required as specified in Policy 6.7.4 for development on lots or parcels created after the effective date of this policy. Alternative project design and construction may be permitted in lieu of a required buffer when it can

be demonstrated that such alternative design provides equal or greater protection to the wetland or its habitat value.

- (4) Wetlands walkway crossings that connect dry upland areas are permissible provided the natural water flow between wetlands is not interrupted, and crossings are constructed to allow maximum light penetration to the vegetation below.
- (5) In the event a lot or parcel of property is rendered totally undevelopable by avoidance of wetlands the property may be developed when: 1) disturbance of wetlands is the minimum necessary to build an allowable use; 2) applicable Federal and State regulatory permits are obtained: and, 3) mitigation is provided consistent with applicable law.
- (6) No dredge and fill permit may be utilized with the intent of creating a wetland setback.

Consistency – The proposed PCB-East Land Use Amendment area is included in the Regional General Permit (SAJ-86) and Ecosystem Management Agreement boundary which has been reviewed and approved by federal and state environmental agencies as part of the Regional General Permit (SAJ-86) and Ecosystem Management Agreement process. These permits determine where high quality wetlands must be protected and what portion of low quality wetlands can be impacted. These protection standards also result in higher protection standards for the resources.

OBJECTIVE 6.15: Identify and classify areas to be designated for conservation purposes on the Future Land Use Map (FLUM).

Policy 6.15.1: Conservation designations to be shown on the FLUM include Preservation, Conservation/Habitation, and Conservation/Recreation.

Policy 6.15.3: The Conservation/Habitation designation is intended to provide for conservation with appropriate use through regulations that will minimize damage to natural resources. Areas or resources to be designated as Conservation/Habitation include:

- Ecosystem Management Areas;
- (2) Habitat Conservation Areas; and
- (3) Government-owned or leased lands used for conservation purposes.

Consistency – The proposed PCB-East Land Use Amendment includes lands designated as Conservation (Open Space). The proposed PCB-East Land Use Amendment will further provide for the protection of natural resources by following the approved Regional General Permit (SAJ-86) and Ecosystem Management Agreement permit requirements for protection standards for natural resources.

OBJECTIVE 6.16: Provide landowners with beneficial use of their property when environmental restrictions cause the loss of full development potential through use of innovative and flexible development strategies. Policy 6.16.1: On lots or parcels where locally significant environmental resources exist and resulting development restrictions apply, owners or developers may use, or be required to use, the following innovative land development techniques:

- (1) Clustering
- (2) Mitigation

Policy 6.16.2: The concept of clustering involves allowing development on the most suitable parts of a development site while avoiding environmentally sensitive areas of the site. In order for clustering to be allowed the following criteria must be met:

- (1) The resource to be protected or preserved must be clearly identified.
- (2) Clustering must be limited to a single lot, piece or parcel of property rather than multiple parcels, unless multiple parcels fall within the limits of a common Development Order.
- (3) The avoided resource must be protected or preserved in perpetuity.
- (4) In order to determine the allowable development on a site the number of units allowed for the whole parcel must first be determined. This number of units will then be allowed on the portion of the parcel that remains after environmental resources are perpetually preserved, subject to the availability of facilities and services.
- (5) Resource preservation may be through common open space, for simple transfer, conservation easement, or other similar means.
- (6) This policy may be further described in the Land Development Regulations.

Consistency – The above policies are similarly replicated in the Regional General Permit (SAJ-86) and Ecosystem Management Agreement and will be adhered to at the time of each individual project's design where applicable. These Regional General Permit (SAJ-86) and Ecosystem Management Agreement standards result in higher protection standards for the resources.

OBJECTIVE 6.18: Maintain development review procedures that will promote protection of cultural and historic resources.

Policy 6.18.1: The County will use the State of Florida Master Site File to identify those areas where cultural, archaeological or historic resources may exist. Developers of property within these areas must either demonstrate that no such resources are present or provide a protection plan which demonstrates how these resources will be protected or preserved.

Consistency – PCB-East area was reviewed by Archeological Consultants, Inc. and discussed with SHPO in June 2016. SHPO determined there was a low archaeological potential for this portion of the property and no additional archaeological investigations will be required at the time of land use change. Refer to <u>Appendix F-</u> SHPO Email Correspondence.

CHAPTER 8 - HOUSING ELEMENT

Policy 8.1.1: The Board shall use this Plan as the basis for promoting continued residential development consistent with sound planning principles and reasonable land use regulations.

Consistency – PCB-East will further the County's housing goals by providing a well planned development resulting in a mixture of housing types for different income levels.

CHAPTER 9 - RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 9.1: Provide public parks and recreation opportunities for a growing population that demands an increasingly wide variety of recreation facilities and services.

Policy 9.1.1: County recreation sites and facilities will be classified as "User-Oriented" or "Resource-Based." User-oriented facilities are those that are used for particular activities such as tennis, softball, football, soccer and playgrounds. Resourcesbased sites are those used for access and enjoyment of a particular natural resource.

Policy 9.1.2: Provide the maximum amount of on-site parking at all County recreational facilities consistent with the Land Development Regulations.

Policy 9.1.4: Provide; physical access to all County parks for the physically handicapped, and require developers of private recreational facilities to provide access facilities for the handicapped.

Consistency – PCB-East Land Use Amendment identifies approximately 210 acres as Public – Institutional, of which 151 acres are currently being planned as a recreational sports village, which may include up to 15 versatile sports fields. Parking for the sports village will be determined based on standards set forth in the Bay County Land Development Code and provisions for handicapped persons will be incorporated into the final design.

OBJECTIVE 9.7: Provide active recreational opportunities in accordance with adopted County standards for level of service.

Policy 9.7.1: The following level of service standards shall be adopted: Category Acres/1000 Population

Local Parks	2.3
Regional Parks	4.0
Beach Access Points	0.29

Policy 9.7.2: Use the <u>Strategic Plan for Leisure Services</u> to identify expenditures for acquisition of new facilities and development and maintenance of existing County facilities. Policy 9.7.3: In selecting sites for future parks, give high priority to sites that can serve multiple uses such as recreation, wildlife habitat, water conservation and unique natural systems or communities, shorelines, open spaces within urban areas, and historic sites.

Policy 9.7.4: Inventory all open space and recreational lands and facilities annually. Evaluate current and future land use patterns within the county and identify areas of the county where open space or recreational lands are needed.

Consistency – PCB-East meets the level of service standard for Recreation and Open Space. See Appendix C-Services Impact Analysis.

CHAPTER 10 - INTERGOVERNMENTAL COORDINATION ELEMENT

OBJECTIVE 10.6: Establish joint processes for collaborative planning and decisionmaking on population projections and school siting.

Policy 10.6.1: The County will use the intergovernmental forum as the means for establishing standardized, county wide population projections.

Policy 10.6.2: The County will use the school siting policy of the Future Land Use Element to direct and guide the locations of new schools.

Policy 10.7.1: The County will coordinate with service providers in the "joint planning areas" including mutual review of proposed development projects for concurrency purposes.

Consistency – The proposed PCB-East Land Use Amendment area includes 250 acres of Public-Institutional land use. A future elementary/middle school site on the eastern end of Panama City Beach was identified as a projected need by Bay District Schools. The future school site is proposed in the Public-Institutional land use. The St. Joe Company will continue to work with Bay County, Panama City Beach and Bay District schools, utilities and other agencies to ensure the school project is a success.

CHAPTER 11: CAPITAL IMPROVEMENTS ELEMENT

OBJECTIVE 11.3: Restrict development in the "Coastal High-Hazard Area" (CHHA) and limit public expenditures that subsidize development within the CHHA.

Policy 11.3.1: Residential density in the CHHA will be restricted to a maximum of 15 dwelling units per acre (15 du/acre) in areas where adequate infrastructure exists to accommodate that level of development.

Policy 11.3.2: Public subsidy of infrastructure for development in the CHHA shall be limited to the demand that will result from build-out at 15 du/acre. This policy shall not preclude private investment for infrastructure in the OH HA.

Consistency – The proposed PCB-East Future Land Use Amendment area is generally outside of the CHHA.

OBJECTIVE 11.4: Establish procedures for the coordination of land use decisions with the financial capability of the County to provide public facilities and services.

Policy 11.4.1: The Board will use the "Wide Open Spaces" strategy described in the Future Land Use Element as the means for providing public facilities and services in Urban, Suburban, and Rural Service Areas.

Policy 11.4.2: The Board will use the Future Land Use Element of this Plan and attendant land use controls to direct growth into these areas where services and facilities can be provided in an efficient and effective manner.

Policy 11,4.3: All applications for development approval will be evaluated with regard to the availability of facilities and services required to accommodate the proposed development.

Consistency – The proposed PCB-East Land Use Amendment coordinates land use and public facility planning as required by and consistent with Bay County's planning requirements.

OBJECTIVE 11.6: Establish and maintain level of service standards for purposes of evaluating development projects for concurrency management purposes and for timing the replacement or upgrade of public facilities.

Policy 11.6.1: The minimum level of service standards for concurrency of County infrastructure facilities are detailed in Table 11.1.

Roads	Stormwater	Potable Water	Waste Water	Solid Waste	Parks	Schoola
County Roads — LOS "D" State Roads — "D" except for roads included in Strategic Intermodal System which have LOS of "C"	Level of Service "D" Reaction / Complaint base Operation and Maintenance	90% of Water Treatment Plant Capacity (60 Million Gallons per Day "MGD")	90% of 4.45 million gallons Allocations and entire Countywide plant capacity.	90% of the total capacity of the Steelfield Rond landfill.	Local Parks — 2.3 acres per 1000 permanent population Regional Parks — 4.0 acres per 1000 permanent population Beach Access Points — 0.29 per 1,000 permanent population	Elementary 100% of permanent FISH capacity Middle 100% of permanent FISH capacity High 100% of permanent FISH capacity

TABLE 11.1 - Bay County Concurrency Level of Service Standards

Stormwater

Performance Measure: Establishes LOS standards for stormwater.

(a) Water Quality

 Outstanding Florida Water; Potable Water Supply: For stormwater discharges into OFW or the Deer Point Lake Protection Zone treatment shall be as specified in s. 62-25(g), FAC (OFW standards).

(2) <u>Other Discharges</u>: For all other stormwater discharges treatment shall be as specified in Ch. 62-25, FAC.

(3) Ecosystem Management Zones: For areas within designated Ecosystem Management Zones treatment to OFW standards may be required.

(b) Flood Attenuation

For purposes of flood attenuation all development projects shall be designed and constructed so as to accommodate the critical 25-year duration storm event as outlined in the FDOT Drainage Manual.

This requirement shall not apply to the construction of single-family, duplex, triplex,

or quadraplex dwellings and customary accessory uses.

(c) Operation and Maintenance

Stormwater facilities and conveyances owned and operated by the County shall be assigned the following levels-of-service (LOS).

LOS	Operation and Maintenances
A	Routine Maintenance.
в	Routine inspection with specific routine maintenance.
C	Routine inspection with inspection-based O&M.
D	Reaction/complaint based O&M.
E	No service.

Policy 11.6.2: Guidelines for interpreting and applying level of service standards to applications for development orders and development permits shall be included in the Bay County Land Development Regulations. Pursuant to these Land Development Regulations, the latest point in the development order or permit application process for the determination of concurrency is prior to the approval of such application which must contain a specific plan of development including densities and intensities.

Policy 11.6.3: Development orders and permits shall be issued in a manner that will not result in a reduction in the levels of service below the adopted levels of service found in Table 11.1 for each affected facility.

Consistency – The proposed PCB-East Future Land Use Amendment analyzes the need for public facilities based on Bay County's adopted level of service standards. The County will receive a more detailed analysis with each project's development order application and will address any required mitigation at that time.

OBJECTIVE 11.7: Make certain that developers bear a proportionate cost of providing facilities or facility improvements for any infrastructure necessitated by their development projects.

Policy 11.7.1: Developers will be required to construct or install any infrastructure improvements such as roads, water and sewer lines, stormwater retention, etc. that may be required as a result of their development project.

Policy 11.7.2: Developers will be required to pay for upgrades or improvements to existing off-site facilities such as roads, drainage, water and sewer lines, pump stations, etc. when such improvements are required to accommodate the development project or maintain level of service standards.

Consistency – The proposed PCB-East Future Land Use Amendment analyzes the need for public facilities based on Bay County's adopted level of service standards. The County will receive a more detailed analysis with each project's development order application and will address any required mitigation at that time. **OBJECTIVE 11.12:** Establish a mechanism which ensures necessary capital facilities and services to support development concurrent with the impact of development (Ch. 9J-5.0055, FAC). Maintaining adopted level of service standards for traffic circulation, sanitary sewer, solid waste, drainage, potable water, and recreation is the function of the Bay County Concurrency Management System as described herein to guide the review of development order applications. Level of service standards shall be as specified in Policy 11.6.1.

Consistency – The proposed PCB-East Future Land Use Amendment analyzes the need for public facilities based on Bay County's adopted level of service standards. The County will receive a more detailed analysis with each project's development order application and will address any required mitigation at that time.

Policy 11.12.1: The Bay County Planning and Zoning Division shall prepare written findings on proposed developments compliance with the concurrency requirement. The capacity of a new facility may be used in the compliance determination under one or more of the following scenarios for each facility type.

Roads and Mass Transit

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities are scheduled to be in place or are under actual construction not more than 5 years after the issuance of a development permit as provided in the 5-year schedule of capital improvements or the first 5 years of the Florida Department of Transportation's 5-year work program; or
- (5) At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or
- (6) The necessary facilities and services are guaranteed in an enforceable development agreement, which requires the commencement of the actual construction of the facilities or the provision of the services within one year of the issuance of the applicable development permit. An enforce-able development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S.

Sanitary Sewer, Solid Waste, Drainage, and Potable Water:

(1) The necessary facilities and services are in place at the time a development permit

is issued; or

- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of Rule 9J-5.0055, FAC. Such an agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur. An enforceable agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S.

Recreation and Open Space:

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued.

Sufficient information shall be provided by the developer/applicant for the purpose of determining concurrency. The Planning and Zoning Division will advise the developer/applicant concerning the items of information necessary for an assessment of the proposed development's impact on services. Compliance reviews, including review by all appropriate County departments or divisions, will be coordinated by the Planning and Zoning Division and will occur simultaneously with site plan review. In no case shall a development order be issued if the projected service demand exceeds capacity. Likewise, a determination of concurrency must be made prior to approval of an application for a development order.

A development order may be issued if a determination of available capacity is made. A development order shall not be issued if the demand for service created by the existing and/or new projects exceeds capacity. Development orders may be approved in stages or phases so that facilities and services required by each phase are available consistent with adopted level of service standards.

Any elimination, deferment or delay in the construction of a facility or service required to maintain the adopted level of service standard and contained in the five- year schedule of capital improvements, shall require a plan amendment.

Bay County has fully implemented its concurrency management system.

Consistency -The proposed PCB-East Future Land Use Amendment analyzes the need

for public facilities based on Bay County's adopted level of service standards. The County will receive a more detailed analysis with each project's development order application and will address any required mitigation at that time.

CHAPTER 13 - PUBLIC SCHOOL FACILITIES ELEMENT

OBJECTIVE 13.1: The County shall implement and maintain mechanisms designed to closely coordinate with the School Board in order to provide consistency between the Bay County Comprehensive Plan and Bay District Schools public school facilities programs, such as:

- A. Greater efficiency for the School Board and the County by the placement of schools to take advantage of existing and planned roads, water, sewer, parks, and drainage systems;
- B. Improved student access and safety by coordinating the construction of new and expanded schools with road and sidewalk construction programs;
- C. The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; and,
- D. The expansion or rehabilitation of existing schools so as to support neighborhoods.
- E. As specified in Policy 11.13.5 (Capital Improvement Element) the County and the School Board will coordinate annual updates to the capital improvement schedules and comprehensive plan updates and amendments for School Board facilities to address necessary projects that achieve and maintain adopted level of service.

Consistency – The proposed PCB-East Land Use Amendment area includes 210 acres of Public-Institutional land use. A future elementary/middle school site on the eastern end of Panama City Beach was identified as a projected need by Bay District Schools. The future school site is proposed in the Public-Institutional land use. The St. Joe Company will continue to work with Bay County, Panama City Beach and Bay District schools, utilities and other agencies to ensure the school project is a success.

G. PROPOSED DEVELOPMENT

The St. Joe Company owns approximately 1250 acres located generally east of Breakfast Point subdivision, south of Breakfast Point Mitigation Bank and north of Hwy 98. The entire 1250+/- acres is currently classified under Bay County's FLUM as Agricultural/Timberland. Please refer to *Map 1 - Bay County FLUM* to review the current land use for the property.

Bay County and the City of Panama City Beach desire to develop and market Panama City Beach as a year round tourist market through the design and construction of a new Bay County Sports Complex. The Bay County School Board has identified a need for a new elementary/middle school on the east end of Panama City Beach and the City of Panama City Beach has identified a need for a new fire station in Panama City Beach. The land identified for these improvements is a portion of 1250 acres currently owned by The St. Joe Company and which is adjacent to the existing Breakfast Point community, a residential community in the City of Panama City Beach. An agreement was entered into between Bay County School Board, Bay County Tourist Development Council and The St. Joe Company for approximately 210 acres of land to meet the needs of which all are within the subject 1250 acre parcel. Pursuant to the land donation agreement and imminent construction of a 150+/- acre multi-use Sports Village, which will promote year-round tournament activities for various sports, coupled with the growing population and need for housing in Panama City Beach, The St. Joe Company anticipates a need for more multi-family and single-family residential and non-residential uses in support of future development. This application is necessary to change the future land use map amending the current land use from Agricultural/Timberland to Mixed Use, Public-Institutional & Open Space as the first step to begin planning for these supportive uses to grow Bay County assets even further. Please refer to Map 2 - Proposed PCB-East Future Land Use Map.

Table 1 - Proposed Land Use below indicates the proposed Future Land Use Amendment program acreage for the subject property.

Table 1 - Proposed PCD-East Cano Cse			
Proposed Land Use	Approximate Acreage		
Mixed Use	895 Acres		
Public / Institutional	210 Acres		
Conservation	145 Acres		
Project Totals	1250 Acres		

Table 1 - Proposed PCB-East Land Use

In order to perform the general traffic and public facilities analyses, assumptions have been made for the proposed land use types that may be developed within the above proposed land uses over the next 10 years. The actual land uses, densities and intensities that will be built over the next 10 years will be subject to market conditions and the review and approval of each PUD required for the Mixed Use Land Use category. **Table 2 – PCB-East Land Use Assumptions** below depicts the land use assumptions used for the traffic and public facilities analyses. PCB -- East Large Scale Future Land Use Amendment Application

Proposed Program		
1760 Units		
440 Usits		
750 Room		
75,000 SF		
160,000 SF		
100% Developed		
600 Students		
300 Studentii		

Table 2 - PCB-East Land Use Assumptions

H. FACILITY CAPACITY SUMMARY ANALYSIS

The below Facility Capacity analysis summary is in its simplest form consisting of an adverse impact analysis where the demand resulting from the project is compared to the available capacity, i.e. the system capacity less any demand previously committed to others, to determine if the project is anticipated to adversely impact the system.

I. Water Supply

Below is a summary of the water supply analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as Appendix E - Infrastructure Impact Analysis. This general analysis is consistent with the information available and methodologies approved by Bay County.

a. Existing Conditions and Methodology Pretense

- A general water supply analysis was completed for a 5 year (2021) and 10 year (2026) build out based on the assumptions listed in Table 2 – PCB-East Land Use Assumptions.
- The water supply analysis includes both potable and non-potable supply. Potable supply consists essentially of indoor use and non-potable supply consists of outdoor use, primarily for irrigation.
- For potable supply, the project area is within the jurisdiction of the City of Panama City Beach for distribution and Bay County for supply and is located within a single service area, the Panama City Beach service area (PCBSA).
 For non-potable supply, the project area is within the jurisdiction of the City of Panama City Beach for distribution and supply and is located in the sole service area for Panama City Beach.
- Potable Source and Capacity: The water source for the Bay County potable public system is the Deer Point Lake reservoir. Bay County withdraws surface water for treatment and distribution to retail and wholesale customers. The Bay County Water Treatment Facility (WTF) has a current permitted and operational capacity of 60 million gallons per day (MGD) on a maximum daily basis. The facility has the necessary filtration and pumping capacity to expand the WTF to 96 MGD through planned future phased expansions.

- Potable Planned Capacity Improvements: Expansion of the WTF is not included in the Bay County adopted 5-year Capital Improvements Plan (CIP). Additionally, the strategic plan does not anticipate any needed expansion of the WTF to meet demand to the year 2026. However, the strategic plan does recommend that a new 20 MGD source and WTF be developed in the North Bay area in the 2025 to 2030 timeframe to serve potential growth and provide a secondary source. At this time, the North Bay WTF has not been developed or capitalized.
- Potable Current and Projected Commitments: Based on the 2012 Bay County Water and Wastewater Strategic Plan (BCSP), the projected potable AADD for year 2021 is 29.92 MGD and for year 2026 is 31.98 MGD using the annual growth rate specific to each service area with the basis for system capacity being the maximum daily demand (MDD); equivalent to the AADD times a peaking factor of 1.50. The resultant MDD for year 2021 is 44.88 MGD and for year 2026 is 47.97 MGD. This data forms the basis for allocated demand no longer available for use by new development and represents the best available County information for allocated demand. The data is subject to periodic correction and update, but such has not been performed. Based on a review of the FDEP 2015 and 2016 published facility reports, the Bay County Water system for the most recent annual reporting period, May 2015 to April 2016, had an AADD of 22.06 MGD (78% of BCSP) and a MDD of 35.67 MGD (85% of BCSP). Consequently, the projections as contained in the BCSP are excessive and the data could appropriately be adjusted to match actual demand. Furthermore, it is noted that the BCSP uses a growth rate of 2% for the PCBSA. It is assumed that said growth rate is to accommodate future growth, but such would include growth from the amendment parcel as well as other parcels owned by the applicant. Utilizing these rates could result in double counting of demand.
- The actual use versus predicted use and growth rates will be considered if the analysis determines that insufficient capacity exists to serve the amendment using the BCSP data for allocated demand. Otherwise, the allocated demand as predicted by the BCSP will be the basis for the analysis.
- Non-Potable Source and Capacity: The water source for non-potable water is treated effluent (reclaimed water) from the Panama City Beach WWTP (PCBWWTP). Panama City Beach distributes reclaimed water to retail customers. The PCBWWTP has a current permitted and operational capacity of 14 MGD on a maximum month average daily basis. The capacity of the reclaimed water system is limited to the capacity of the Panama City Beach WWTP and distribution system, but assumed equal to the WWTP average annual daily capacity of 10 MGD.

- Non-Potable Planned Capacity Improvements: No capitalized or planned capacity improvements exist.
- Non-Potable Current and Projected Commitments: The current non-potable annual demand as contained in the 2012 City of Panama City Beach Concurrency Report is between 1.30 and 3.00 MGD on a monthly average daily demand basis for a non-potable AADD of 2.15 MGD. No projection of demand was available from the City. Using the Bay County service area potable water annual growth rate of 2% from the BCSP, the 2012 demand was projected to the target years. The current total non-potable AADD projected to the project planning horizons is 2.57 MGD for year 2021 and 2.84 MGD for year 2026. The basis for capacity in the Panama City Beach Concurrency Report is AADD.
- · Proposed level of standards include the following:
 - Residential Bay County Comprehensive Plan Adopted LOS Standard
 - Potable: 300 GPD per DU
 - Non-Potable: SF = 100% of Potable (i.e., 50% Potable/50% Non-Potable)
 - Non-Potable: MF = 50% of Potable (i.e., 75% Potable/25% Non-Potable)
 - Non- Residential No LOS Standards exist for non-residential uses therefore demand is based on an assumed rate specific to the individual use.
 - Retail/Office*
 - > Potable: Approved Maximum daily demand
 - > Non-Potable: Appropriate rates for irrigating such facilities
 - Hotel Uses*
 - Potable: Approved Maximum daily demand
 - Non-Potable: Appropriate rates for irrigating such facilities
 - Recreational Fields
 - Potable: Amenity Building approx. 2500 SF/field with a standard rate of .10 GPD per SF
 - Non-Potable: Each field is 2 times the size of a soccer field, irrigated .25 inches per day 3 days per week
 - School*
 - Potable: 18 GPD/Student (10 GPD-student, 4 GPD-shower, 4 GPD-cafeteria)
 - Non-Potable: 50% of Potable
 - Fire Station*
 - > Potable: Approved Maximum daily demand
 - Non-Potable: Appropriate rates for irrigating an assumed 14,000 SF facility

* Note: These LOS assumptions are based on FAC 64E-6, Standards for On-site Sewage Treatment and Disposal Systems which contains a table that predicts demand for various facility types.

b. Results of Analysis

Potable Water

A summary of the capacity analysis for the Bay County Potable Water System is contained in the following tables. Residential demand was based on the LOS standard and use. Non-residential demand was based on an assumed rate and use.

and a second	Maximum Day (MGD), 2021 (5-Year)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0.178	0.055	0.233	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand	0	0	0	
PWS Allocated Demand	26.074	15.313	41.387	
Total Demand	26.252	15.368	41.620	
90% Available Capacity	+		.54.000	
90% Excess Capacity		-	12.38	

Table 3 - PCB Potable Water System Impact Analysis @ Year 2021

	Maximum Day (MGD), 2026 (Build-Out)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0,990	0.180	1.170	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand	0	0	0	
PWS Allocated Demand	27.795	16.324	44.120	
Total Demand	28,785	16.504	45.289	
90% Available Capacity	1.1	4	72.000	
90% Eacess Capacity			26.711	

Table 4 - PCB Potable Water System Impact Analysis @ Year 2026

As shown in the above table, the Bay County water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026). The demand in year 2021 is 69% of the current capacity and at year 2026 is 75% of the current capacity. Upon completion of the planned treatment plant 20 MGD upgrade, the demand in year 2026 is 57% of the planned Capacity.

Non-Potable Water

A summary of the capacity analysis for the Panama City Beach Non-Potable Water System is contained in the following table. The analysis presumes that the available capacity is equivalent to the service area waste water treatment plant average annual daily capacity.

Servers were a server of the server se	Annual Average Day (MGD), 2021 (5-Year)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0.085	0.171	0.256	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand	0	0	0	
PWS Allocated Demand	1.619	0.951	2.569	
Total Demand	1.705	1.121	2.826	
100% Available Capacity			10.000	
100% Excess Capacity		-	7.174	

Table 5 - PCB Non-Potable Water System Impact Analysis @ Year 2021

Table 6 - PCB Non-Potable Water System Impact Analysis @ Year 2026

and second and	Annual Average Day (MGD), 2026 (Build-Out)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0.594	0.686	1.280	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand		0	0	
PWS Allocated Domand	1.973	1.159	3.132	
Total Demand	2.567	1.845	4.412	
100% Available Capacity	+		10.000	
100% Excess Capacity		· · · ·	5.588	

As shown in the above tables, the Panama City Beach non-potable water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026). The demand in year 2021 is 28% of the current capacity and at year 2026 is 44% of the current capacity.

As noted previously, the analysis assumes available capacity is equivalent to the waste water treatment plant average annual daily capacity. In the event that such capacity or infrastructure is not available concurrent with development, then alternate sources will be utilized for non-potable water. Such sources include non-potable wells and stormwater harvesting. When alternate sources are used, systems will be designed such that they can be converted to reclaimed water when such becomes available.

c. Conclusions

The Bay County Water System has sufficient capacity to serve the project through buildout based on the analysis. Since the analysis demonstrates adequate capacity, no effort has been made to update the projected allocated demand based on actual operational data. No additional sources of water or improvements to the regional system are required to support the amendment.

The Panama City Beach Reclaimed Water System has sufficient capacity to the serve the project based on the analysis. No additional sources of water or

improvements to the regional system are required to support the amendment.

2. Wastewater Facility Analysis

Below is a summary of the wastewater impact analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as *Appendix E - Infrastructure Impact Analysis*. This general analysis is consistent with the information available and methodologies approved by Bay County.

a. Existing Conditions and Methodology

- A general wastewater analysis was completed for a 5 year (2021) and 10 year (2026) build out based on the assumptions listed in Table 2 – PCB-East Proposed Land Use Assumptions.
- Wastewater within the proposed project area is supplied by the City of Panama City Beach Wastewater System with service aggregated over the entire PCBSA.
- Source and Capacity: Wastewater treatment for the PCBSA is provided by the Panama City Beach WWTP (PCBWWTP) with a permitted and operational capacity of 14 MGD on a maximum month average daily basis.
- Planned Capacity Improvements: A new WWTP site acquisition is included in the 5-year capital improvements schedule for year 2019-2020. The City comprehensive plan shows a 4 MGD system expansion to 18 MGD by year 2020.
- Current and Projected Commitments: The current annual demand as contained in the 2012 City of Panama City Beach Concurrency Report is between 3.30 and 8.2 MGD on a maximum month average daily demand (MMDD) basis. From the City Comprehensive Plan, the projected total demand at year 2015 is 7.1 MGD and at year 2020 is 8.4 MGD on a maximum month average daily basis and the AADD is 70% of MMDD. Demand in the comprehensive plan is computed based on a varying population increase for permanent residents, tourist population, and other service area residents. Based on the data, the computed annual growth rates are 3.99% for permanent residents, 3.4% for other service area residents, and 2.0% for tourist population. Using the 2015 populations by type, the aforementioned growth rates, the LOS standard of 80 GPCD, and a peaking factor of 1.43 equivalent to the 70% MMDD to AADD, the projected MMDD for year 2021 is 9.7 MGD and for year 2026 is 11.4 MGD. The basis for capacity in the Panama City Beach Concurrency Report is MMDD.
- Proposed level of standards include the following:

 Residential – Bay County Comprehensive Plan Adopted LOS Standard of 250 GPD/DU Non- Residential – No LOS Standards exist for non-residential uses therefore demand is based on an assumed rate specific to the individual use.

- Retail/Office* Standard engineering practices
- Hotel Uses* Standard engineering practices
- Recreational Fields Amenity Building approx. 2500 SF/field with a standard rate of .10 GPD per SF
- School* Potable: 18 GPD/Student (10 GPD-student, 4 GPDshower, 4 GPD-cafeteria)
- Fire Station* Assumed 14,000 SF facility

 Note: These LOS assumptions are based on FAC 64E-6, Standards for On-site Sewage Treatment and Disposal Systems which contains a table that predicts demand for various facility types.

b. Results of Analysis

A summary of the capacity analysis for the Panama City Beach Wastewater System is contained in the following tables. Residential demand was based on the LOS standard and use. Non-residential demand was based on an assumed rate and use.

Para di stato	Maximum N	Ionth Average Da 2021 (5-Year)	y (MGD),
Description	Residential	Non- Residential	Total
Project Area Demand	0.142	0.052	0.194
Project Area Approved Major Projects Demand	0	0	0
WWS Approved Major Projects Demand	0	0	0
WWS Service Area Allocated Demand	7.641 2.031		9.673
Total Demand	7,783	2.083	9,866
90% Available Capacity			12.60
90% Excess Capacity	4	1.0	2.734

Table 7 - PCB Wastewater System Impact Analysis @ Year 2021

Table 8 - PCB Waste Water System Impact Analysis @ Year 2026

		Month Average Du 1026 (Build-Out)	o(MGD),
Description	Residential	Non- Residential	Total
PCB-East LSPA LSPA #1 Demand	0.787	0.171	0.958
PCB-East LSPA Approved Major Projects Demand	0	0	0
WWS Approved Major Projects Demand	0	0	0
WWS Service Area Allocated Demand	9.001	2.393	11.393
Total Demand	9.787	2.564	12.351
90% Available Capacity			16.200
90% Excess Capacity		2.4	3.849

As shown in the above tables, the PCB waste water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026) without planned expansion. The demand in year 2021 is 70% of the current capacity and at year 2026 is 88% of the current capacity. Upon completion of the planned expansion, the demand in year 2026 is 69% of the planned Capacity.

c. Conclusion

The Panama City Beach Wastewater System has sufficient capacity to serve the project through buildout based on the analysis. No additional sources of treatment or improvements to the regional system beyond those currently planned are required to support the amendment.

3. Solid Waste Impact Analysis

Below is a summary of the solid waste impact analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as *Appendix E - Infrastructure Impact Analysis*. This general analysis is consistent with the information available and methodologies approved by Bay County and outlined below.

a. Existing Conditions and Methodology

- A general solid waste impact analysis was completed for a 5 year (2021) and 10 year (2026) build out based on the assumptions listed in Table 2 - PCB-East Proposed Land Use Assumptions.
- The project area is located within a single service jurisdiction, Bay County. Solid Waste within Bay County is supplied by the Bay County Solid Waste System. The capacity of the system is evaluated on a disposal facility basis.
- Source and Capacity: Solid Waste treatment and disposal is provided by the Bay County Waste to Energy (WTE) facility with a permitted capacity of 510 tons per day and the Steelfield Road Landfill with a remaining available airspace capacity of 1.173 million cubic yards (MCY) at the beginning of year 2016 using the current operational storage cells.
- Planned Capacity Improvements: In the current Bay County Steelfield Landfill Life and Capacity Estimate, the County shows the Cells that will come online during the life of the facility. In year 2024, Cell 6 is planned for service adding an additional 0.805 MCY of storage space. Additional Cells are planned for service to year 2104 resulting in a beginning of year 2016 total airspace capacity of 26.988 MCY.
- Current and Projected Commitments: The most recent Steelfield Road Landfill Annual Estimate of Remaining Life and Capacity predicts that 129,618 cubic yards (CY) of airspace will be consumed in year 2016 and the cumulative projected demand from January 1, 2016 to year 2026, the project build-out year, is 1.514 MCY of airspace using an annual growth rate of 1.2%. The basis for capacity is the annual airspace demand in cubic yards.

- Proposed level of standards include the following:
 - Residential Bay County Comprehensive Plan Adopted LOS Standard of 6.1 pounds per dwelling per day (PPD/DU)
 - Non- Residential LOS Standards were used if in existence, if not, an assumed rate specific to the individual used.
 - Retail/Office Bay County Comprehensive Plan Adopted LOS of 10 PPD per thousand square feet (PPD/TSF)
 - Hotel Uses Bay County Comprehensive Plan Adopted LOS of 3 PPD per room
 - Recreational Fields Assumed 50 PPD (0.5 PPCD and 100 persons per field per day)
 - School Assumed .5 PPD per student (CIWMB Estimated Solid Waste Generation Rates for Institutions)
 - Fire Station Assumed 14,000 SF facility

b. Results of Analysis

A summary of the capacity analysis for the Bay County Steelfield Road Landfill is contained in the following table.

		(from 1/1/2016)	I Airspace
Description		2021 (5-Year)	
	Residential	Non- Residential	Total
Project Area Demand	899	748	1,648
Project Area Approved Major Projects Demand	0	0	0
SWS Approved Major Projects Demand	0	0	0
SWS Service Area Allocated Demand	352,622	448,792	801,414
Total Demand	353,521 449,540		\$03,062
100% Available Capacity			1,173,213
100% Excess Capacity	1.1	- 4	370,151
80% Available Capacity	14		938,570
80% Excess Capacity			135,509

Table 9 - Steelfield Road Landfill Impact Analysis @ Year 2021

	Cumulative	CY of Landfill A 1/1/2016)	irspace (from
Description	7	2026 (Build-Out	0
55	Residentia	Non- Residential	Total
Project Area Demand	4,447	2,727	7,174
Project Area Approved Major Projects Demand	0	0	0
SWS Approved Major Projects Demand	0	0	0
SWS Service Area Allocated Demand	666,379	848,119	1,514,498
Total Demand	670,826	850,846	1,521,672
100% Available Capacity	-	-	2,212,530
100% Excess Capacity	4		690,858
80% Available Capacity		-	1,770,024
80% Excess Capacity	1.1		248,352

Table 10 - Steelfield Road Landfill Impact Analysis @ Year 2026

As shown in the above table, the landfill has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026). The demand in year 2021 is 68% of the current LOS capacity based on the planned operational cells and at year 2026 is 69% of the current LOS capacity based on the planned operational cells.

c. Conclusions

The Bay County Solid Waste System has sufficient capacity to serve the project through buildout based on the analysis. No additional sources of disposal or improvements to the regional system beyond those currently planned are required to support the amendment.

4. Stormwater Analysis

PCB-East currently has no existing stormwater facilities available or planned so no impact methodology is presented. Since no facilities are available, on site facilities will be required to provide water quality and flood attenuation for run-off. All of PCB East is within the *Regional General Permit (SAJ-86) and Ecosystem Management Agreement* boundary which requires all stormwater to be designed to OFW standards.

5. Transportation Analysis

Below is a summary of the traffic impact analysis conducted for the PCB-East Future Land Use Amendment by Kimley Horn. Kimley Horn based the analysis on Table 2 – PCB-East Proposed Future Land Use Assumption, Table 11 – PCB-East 5-Year Interim Land Use Assumptions and Table 15 – PCB-East 10-Year Buildout Land Use Assumptions. The complete analysis is included as Appendix D - Traffic Analysis. The general traffic circulation throughout PCB-East is attached as Map 6 - General Traffic Circulation Map.

a. Existing Conditions and Methodology

 The proposed development consists of mixed land uses located along US 98 (SR 30A) with access to US 98 at Moylan Road and Cauley Road. Access is also expected to the existing Breakfast Point development to the west.

- This general analysis is consistent with the information available and methodologies approved by Bay County and in accordance with Florida Statute (FS) 163.3177, which specifies that the comprehensive plan must include at least two planning periods, once covering at least the first fiveyear period occurring after the plan's adoption and one covering at least a ten-year period. The analysis was also performed in accordance with FS 163.3180, which is related to local transportation concurrency guidelines.
- Per Bay County guidelines, the project study area was determined based on roadway segments on which the PM peak hour project traffic is 5% or greater of the service volume at the adopted level of service standard. Industry standard guidelines also dictate that the study area must encompass all impacted segments plus one segment beyond.
- A trip generation analysis was performed using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition. Site internal capture and pass-by trip reductions (commercial trips only) were also estimated using information provided in ITE's Trip Generation Handbook, 3rd Edition.
- Version 1.4.0.1 of the Northwest Florida Regional Planning Model (NWFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS) and is the latest available model for this area, was utilized as a beginning basis for determining the project's trip distribution. A new traffic analysis zone (TAZ) was created near the Cauley Ave/US 98 intersection. As is typical, model output was adjusted based on knowledge of the local land use, travel patterns, and engineering judgment.
- Roadway segmentation and service volumes were obtained for Bay County classified roadway segments based on the latest published Bay County Concurrency Management tables (2014).
- For segments on which the background traffic exceeds the capacity, additional capacity was assumed per FS 163.3180 which states that an applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its propertionate share, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the developments impacts.

b. 5-Year Analysis

For the five-year interim analysis, a portion of the development is expected to be built. The traffic impacts from the five-year interim period were analyzed and are summarized below. The following is the anticipated development for the five-year interim period:

Proposed Use	Proposed Program
Single Family Residential	176 Units
Multi Family Residential	220 Uaits
Hotel	120 Rooms
Office	5,000 SF
Retail	40,000 SF
Recreation / Park (Sports Complex)	151 Acres / 100% Developed
Elementary School	600 Students
Middle School	300 Students

Table 11 - PCB-East 5-Year Interim Land Use Assumptions

As the development over the next five years are all anticipated for the eastern portion of the property, all of the five-year project traffic is anticipated to access US 98 via Cauley Ave.

5-Year Tip Generation

The analysis found that the proposed five-year development is estimated to have a site internal capture rate of 16.74% and a pass-by trip reduction of 11.0%. Overall, the site is anticipated to generate 691 (322 enter/369 exit) net new external trips during the PM peak hour. A detailed breakdown of the site trip generation for the five-year interim analysis period is included in Error! Reference source not found. – PCB-East 5-Year (2021) Trip Generation PM Peak Hour.

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Table 12 – PCB-East Trip Generation Analysis 5-Year (2021) Interim Study Area

5-Year Trip Distribution, Assignment and Study Area

As Cauley Ave isn't currently included as a link in the model, a portion of project traffic was diverted from Moylan Rd, which is included in the model. Additionally, 10% of traffic was distributed to the commercial development located west of the project area along US 98. Project traffic was assigned to the external roadway network by applying the automobile trip distribution to the net new external automobile trip generation, taking into account the proposed access locations.

Table 13 – PCB-East 5-Year (2021) Interim Study Area shows the results of the project study area determination for the five-year interim analysis year. Three links along US 98 (SR 30A) were found to be significant, from Beckrich Rd to the eastbound flyover approaching the Hathaway Bridge. Refer to Appendix D – Traffic Analysis for a depiction of the study area's links of which project traffic is greater than or equal to 5% of the roadway capacity.

		TABLE 2: FIVE-YEAR (2021) INTERIM STUDY ANEA PANAMACITY BEACH EAST DEVELOPMENT PERFEMENTER	ACITY DEA	AR (2021) INTERIA PRIACH EAST DEVILO PHI PEAK HOUR	IN BIT UDY	AIEA				
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PCB - East Large Scale Future Land Use Amendment Application

Table 13 - PCB-East 5-Year (2021) Interim Study Area

5-Year (2021) Traffic Segment Analysis

A future background traffic analysis was performed for year 2021 to assess the future traffic conditions without including the proposed development's project traffic. Background analyses are performed to determine if there are any existing or background deficiencies on the roadway network. To estimate traffic volumes for year 2021, five years of FDOT historic traffic data were reviewed to estimate growth rates for the study area. *Table 14 – PCB-East 5-Year Interim Traffic Analysis* includes the results of the background traffic analysis for the study area in year 2021. Based on this analysis, it is anticipated that the year 2021 traffic (without the project development traffic) will exceed the roadway capacity for four links within the study area.

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Table 14 – PCB-East 5-Year (2021) Interim Traffic Analysis

c. 5-Year (2021) Conclusion

Once the additional capacity was assumed, the project traffic was added to the background traffic for each link to establish the total background traffic volumes. For the five-year interim traffic analysis, no adverse impacts are anticipated for the study area links.

d. 10-Year (2026) Buildout Analysis

For the ten-year analysis period, the full buildout development is expected and is summarized in **Table 15 – PCB-East 10-Year Buildout Land Use Assumptions**. The buildout development is anticipated to have two (2) accesses to US 98 via Cauley Ave and Moylan Road in addition to a connection to the existing Breakfast Point development to the west. For this analysis, it was assumed that the remaining development above that specified in the five-year interim analysis would be evenly distributed across the site.

Proposed Use	Proposed Program
Single Family Residential	1760 Units
Multi-Family Residential	440 Units
Hotel	750 Rooms
Office	75,000 SF
Retail	160,000 SF
Recreation / Park (Sports Complex)	151 Acres / 100% Developed
Elementary School	600 Students
Middle School	300 Students

Table 15 - PCB-East 10-Year Buildout Land Use Assumptions

The traffic impacts from the ten-year buildout period were analyzed and are summarized below.

10-Year Trip Generation

The analysis found that the proposed ten-year buildout development is estimated to have a site internal capture rate of 18.53% and a pass-by trip reduction (commercial uses only) of 9.2%. Overall, the site is anticipated to generate 2,531 (1,314 enter/1,217 exit) net new external trips during the PM peak hour. A detailed breakdown of the site trip generation for the ten-year buildout analysis period is included in Table 16 – PCB-East Trip Generation Analysis 10-Year (2026) Buildout.

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Table 16 – PCB-East Trip Generation Analysis 10-Year (2026) Buildout

10-Year Trip Distribution, Assignment and Study Area

For the ten-year analysis period, two (2) new TAZs were created near the Cauley Ave/US 98 and Moylan Rd/US 98 intersections. These TAZs were modeled independently and then the results were combined for the roadway network impacts to ensure that trip internalization was not double-counted after the reduction included in the trip generation analysis. As is typical, model outputs were adjusted based on knowledge of the local land use, travel patterns, and engineering judgment. As Cauley Ave isn't currently included as a link in the model, a portion of project traffic was diverted from Moylan Rd, which is included in the model. Additionally, 10% of traffic was distributed to the commercial development located west of the project area along US 98. The model adjusted output used to estimate project trip distribution is included in *Appendix D - Traffic Analysis*.

Project traffic was assigned to the external roadway network by applying the automobile trip distribution percentages to the net new external automobile trip generation, taking into account the proposed access locations. For the ten-year analysis period, project traffic was assigned to both the Moylan Rd and Cauley Ave accesses.

Table 17 – PCB-East 10-Year Buildout Study Area depicts the results of the project study area determination for the ten-year buildout analysis year. Seventeen (17) links were found to be significant (project traffic greater than or equal to 5% of capacity), and numerous links beyond those boundaries were included for an overall study area of 24 links. Refer to Appendix D – Traffic Analysis for a graphical overview of all links on which the project traffic is greater than or equal to 5% of the roadway capacity.

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Table 17 – 10-Year (2026) Buildout Study Area

PCB - East Large Scale Future Land Use Amendment Application

10-Year Traffic Segment Analysis

A future background traffic analysis was performed for year 2026 to assess the future traffic conditions without including the proposed development's project traffic. The same FDOT historic traffic growth rates from the five-year analysis were utilized to estimate traffic volumes for year 2026 within for the study area.

The results of the ten-year (2026) buildout analysis are included in Table 18 – PCB-East 10-Year Buildout Traffic Analysis. Based on this analysis, it is anticipated that the year 2026 traffic without the proposed development will exceed the roadway capacity for ten (10) links within the study area.

e. 10-Year (2026) Buildout Conclusion

Once the additional capacity was assumed, the project traffic was added to the background traffic for each link to establish the total background traffic volumes. For the ten-year interim traffic analysis, no adverse impacts are anticipated for the study area links.

It is also important to note that planning is occurring in the area to help accommodate future traffic demand even without the proposed land uses. These projects include:

- Powerline Rd (Back Back Beach Road) New 4-lane facility from R. Jackson Blvd with connection to SR 79
- 23rd Street flyover Grade separated improvement Hathaway Bridge to Michigan Ave
- US 98 (SR 30A) PD&E Study Analysis of improvements Mandy Ln to Thomas Dr intersection
- Pier Park Loop Road New facility from US 98 to SR 79 near US 98/SR 79 intersection

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PCB - East Large Scale Future Land Use Amendment Application

> Table 18 – 10-Year (2026) Buildout Traffic Analysis

L NATURAL RESOURCES

Below is a summary of the biological opinion issued by US Fish and Wildlife to the Anny Corps of Engineers for the Regional General Permit (SAJ-86) and Ecosystem Management Agreement originally executed in 2004 and renewed in 2009 and again in 2014. See Appendix G - Regional General Permit 86 Biological Opinion for more detailed analysis.

1. Existing Conditions

The geography of this area is one of low topography, sandy low ridges dissected by swamps and gradual slopes that historically contacted seepage slopes and wet prairies. The drainage of this site is generally from south to north and the hydrology of the site has been impacted by large ditches that generally drain from this landscape north to the Breakfast Point Mitigation Bank. This project area is currently uses for sivilculture and hunting purposes.

2. State and Federal Permit Environmental Framework

As previously mentioned, all of PCB-East already has a federal and state environmental framework in the form of Regional General Permit (SAJ-86) and Ecosystem Management Agreements. This framework and approved methodology will be used at the time of permitting for each project within PCB-East. The state and federal agency review included wetland jurisdictional estimations and wetland classification. A biological assessment and biological opinion for listed species was also issued for lands under permit review.

The watershed type environmental approach of the Regional General Permit and Ecosystem Management Agreements process establish a framework for how environmental reviews will be conducted by the state and federal agencies and provide clarity for how impacts will be reviewed and mitigated. The result of this regional approach is a higher level of environmental protection and net ecosystem benefit than can be achieved through standard permitting and land use reviews.

Map 8 – RGP/EMA Wetlands identifies high quality wetlands, low quality wetlands and uplands determined by using the methodology agreed upon in the Regional General Permit and Ecosystem Management Agreement framework. Low quality wetlands are wetlands that have been disturbed by past silvicultural activities and are therefore considered to have a reduced level of ecological value. A maximum of 20% of low quality wetlands per project area and within project subbasin can be impacted. High quality wetlands are considered to have a higher ecological value because they have not been previously disturbed by silvicultural activities. High quality wetlands are limited to necessary, minimized road crossings. Impacts will be compensated in Breakfast Point Mitigation Bank and through on-site conservation casements for PCB-East.

3. Wetlands Analysis

Based on a wetland delineation completed by ERC in 2005, recent delineations completed by learns for approximately 375 acres of land within the PCB-East boundary (all confirmed by federal and state agencies) along with the original Regional General Permit and Ecosystem Management Agreement in the NE corner of the subject parcel, the wetlands are classified and estimated in the table below. Please refer to Map 9 – RGP/EMA Wetlands for more detail.

High Quality	Low Quality	Uplands	Total Acres	Source
23	115	239	377	ICARUS Delineation (2016)
134	280	366	802	ERC Delincation (2005)
3	75	17	95	RGP/EMA Estimation (2004)
160	470	622	1252	TOTAL

TABLE 19 - PO	CB-East RGP	EMA Wet	lands Estim	ations
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More detailed analysis will be completed for each development project in order to comply with the Regional General Permit and Ecosystem Management Agreement permitting process.

4. Threatened & Endangered Species

There is potential for Telephus Spurge (Euphorbia Telephoides) and Flatwood Salamanders to be located on site, however, if those species or any other listed species are found at the time of state and federal permit application those areas will be protected or mitigated for according to the RGP/EMA and current applicable rules. A Threatened and Endangered Report was recently completed by ICARUS for the PCB TDC/CVB. The report, which covered only the 210 land donation documented that no threatened or endangered species were found within that project area. Appendix G -Regional General Permit 86 Biological Opinion also indicates the likeliness to find Threatened and Endangered Species other than Telephus Spurge in this project area is unlikely to occur.

J. HISTORIC / ARCHAEOLOGICAL RESOURCES

Archeological Consultants, Inc. reviewed the site with the Florida State Department's Division of Historical Resources and found there is low archeological potential for this area and required no archeological investigations at this time. Further concurrence will be requested on a project by project basis through the Regional General Permit (SAJ-86) and Ecosystem Management Agreement permitting process. See Appendix F - Email Correspondence from Florida State Department's Division of Historical Resources.

K. COMPATIBILITY WITH SURROUNDING LAND USES

The below Table 20 - PCB-East Surrounding Land Uses depicts PCB-East's current surrounding uses based on Bay County FLUM and Zoning maps.

Adjacen	t Zoning Districts	Adjace	at FLUM Designations
North	Ag/Timber	North	Preservation Area Sector Plan
South	General Commercial	South	General Commercial
East	Multi Family, Single Family, Duplex, Triplex	East	Revidential
West	Commercial - High	West	General Commercial

Table 20 - PCB-East Surrounding Land Uses

The below is a summary of compatibility between proposed PCB-East land uses and the surrounding land uses and zoning that currently exist.

- The proposed Open Space land use abuts existing Ag/Timber and Preservation areas. The proposed Open Space is already under conservation easements, therefore it provides additional environmental lift for the area and helps to buffer development from Breakfast Point Mitigation Bank.
- The proposed Public/Institutional land use provides a school site on the east end of Panama City Beach to help serve the overflow from Breakfast Point Elementary, Patronis Elementary as well as provides additional options for residents on the west side of Panama City as well as the growing military population in the area. The proposed Sports Complex is anticipated to provide an amenity for area children from the nearby residential areas to participate in organized athletics, potentially without adding traffic to Hwy 98.
- The proposed Mixed Use land use is anticipated to include 1760 residential units and 440 multi-family units which are a continuation of the product to the east and west of the project area. The Mixed Use also anticipates meeting a need for hotel accommodations required for organized sports teams when playing at the Sports Complex as well as additional office and commercial uses to support the residential community and the public / institutional uses.

L. SCHOOL CONCURRENCY

PCB-East is located within the Arnold CSA. Table 21 - Arnold Family CSA and Available Capacity illustrates the 2016-2017 estimated enrollment data provided by Bay District Schools.

School	Capacity	Enrollment	Available Capacity
High School - Arnold	1760	1640	120
Middle School - Breakfast Point / Surfside	1828	1331	497
Elementary School – West Bay, Beach, Breakfast Point, Patronis	2784	2587	197

Table 21 - Arnold Family CSA

The St. Joe Company has recently entered into an agreement with Bay County to donate approximately 45 acres for a new elementary/middle school on this property with current planned population of 600 elementary students and 300 middle school students at buildout.

M. LAW ENFORCEMENT

Below is a summary of the Law Enforcement Supply analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as Appendix H - Services Impact Analysis.

For this project, the analyses compute the demand needed to support the amendment and determine if sufficient capacity exists to serve the project at the two planning periods, the 5-year period (Year 2021) and 10-year estimated build-out period (Year 2026) per Table 11 - PCB – East 5-Year Interim Land Use Assumptions for and Table 15 - PCB-East 10-Year Buildout Assumptions.

1. Existing Conditions and Methodology

- As of 2015, Bay County Sherriff's Office employed 539 law enforcement personnel.
- No adopted LOS standard is available for Law Enforcement
- This analysis is based on statewide average for full time employees for Sherriff Offices in the State of Florida. Based on research, state-wide average is 22.6 employees per 10,000 residents.

2. Results for PCB-East

The analysis determined that 2.2 new law enforcement employees are needed to support the project in year 2021 and 12 new law enforcement employees in year 2026. The total number of law enforcement employees required to support the project and projected county population at years 2021 and 2026 respectively using the previously described LOS standard is 419.9 and 449.1 employees. The BCSO number of employees in 2015 was 539.

3. Conclusions

Based on the analysis, the BCSO currently has sufficient employees to serve the resident project population and projected county population at the planning horizons without any new employees.

N. PARKS

Below is a summary of the Parks analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as Appendix II -Services Impact Analysis. The parks supply analysis is required to determine if park. resources exist to serve the proposed project and focuses on local parks, regional parks and beach access points as required by the Bay County Comprehensive Plan.

1. Existing Conditions and Methodology

- Local Parks Local parks consist of smaller parks in proximity to the project area that would serve the population through short trips, typically by remaining within or in close proximity to the project area. These can be parks internal to the project area or smaller public parks proximate to the project area intended to serve a local population. For the purposes of this analysis, only parks and recreational areas within the limits of the project area will be considered as available to serve the demand. The basis of supply is acres of park.
- Regional Parks Regional parks include public parks intended to serve the
 entire population. This includes County, State, and municipal parks within the
 limits of the County. For the purposes of the analysis, the available parks was
 obtained from the Bay County GIS plus the recently completed Panama City
 Beach Conservation Park. The basis of supply is acres of park.
- Beach Access Points Beach access points consist of access ways that provide ingress and egress to public beaches. These include County, State, and municipal points of access. For purposes of analysis, the available points of access was obtained from the Bay County published Beach Access Points. The basis of supply is the number of access points.
- The LOS standard for local parks is 2.3 acres per 1000 persons, for regional parks is 4.0 acres per 1000 persons, and for beach access points is 0.29 points per 1000 persons as contained in Policy 9.7.1 of the Bay County Comprehensive Plan.

2. Results

Local Parks - Findings of the analysis were that 2.2 acres of local park at year 2021 and 12.2 acres of local park at year 2026 are required to serve the project area resident population. Planned development within the project area includes a 151 sports village to serve this demand.

Regional Parks - Findings of the analysis were that at year 2021, 3.8 acres of regional park are needed to serve the project area resident population and 743.3 acres are needed to serve the entire population. At year 2026, 21.2 acres are needed to serve the project area resident population and 794.8 acres are needed to serve the entire population. The available regional parks area is 5,789 acres.

Beach Access Points - Findings of the analysis were that at year 2021, 0.3 beach access points are required to serve the project area resident population and 53.9 points are required to serve the entire population. At year 2026, 1.5 beach access points are required to serve the project area resident population and 57.6 beach access points are required to serve the entire population. The available beach access points is 97.

3. Conclusions

Based on the analyses, the planned parks within the project area will provide sufficient local parks to serve the project area resident population, the existing supply of regional parks is sufficient to serve the entire projected population, and the existing number of beach access points is sufficient to serve the entire projected population at the planning horizon years without the need for additional supply.

O. COMPATIBILITY with MILITARY INSTALLATIONS

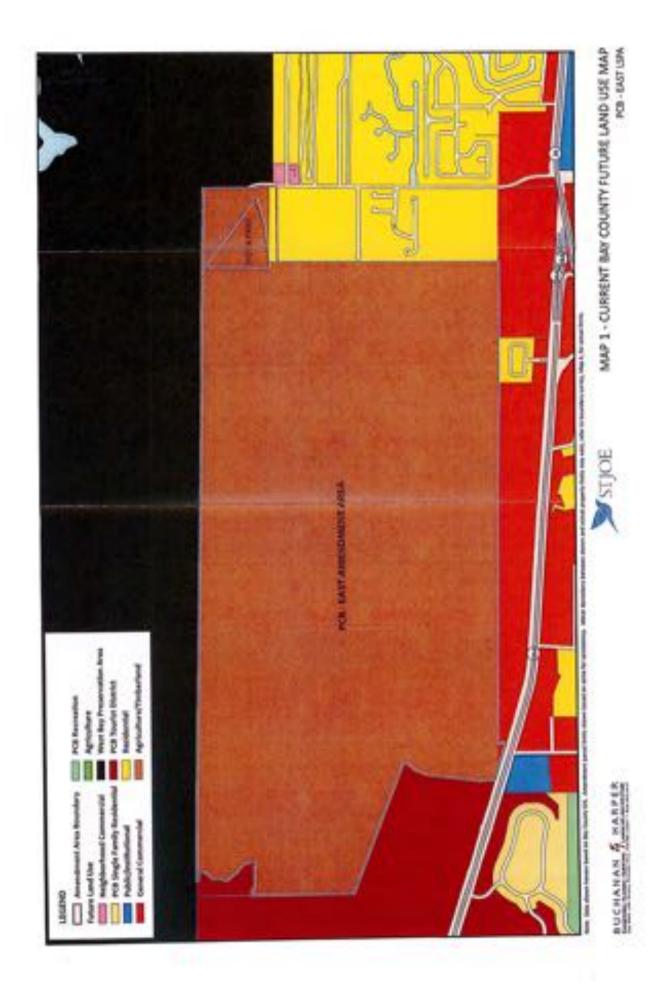
Map 10 - Military Influence Area depicts the eastern most portion of PCB-East included in Bay County's Military Influence Overlay Area, including the following boundaries:

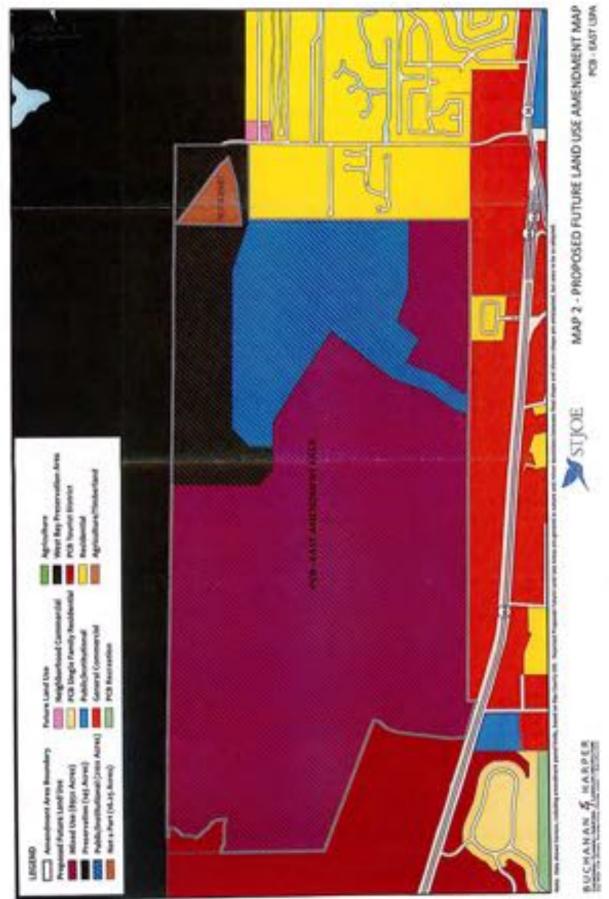
- · Frequency Military Influence Area
- Land Use and ATFP Military Influence Area
- Line of Site Restrictions

Development within this overlay area will adhere to the Bay County Comprehensive Plan and Land Development Code restrictions for this Special Treatment Zone.

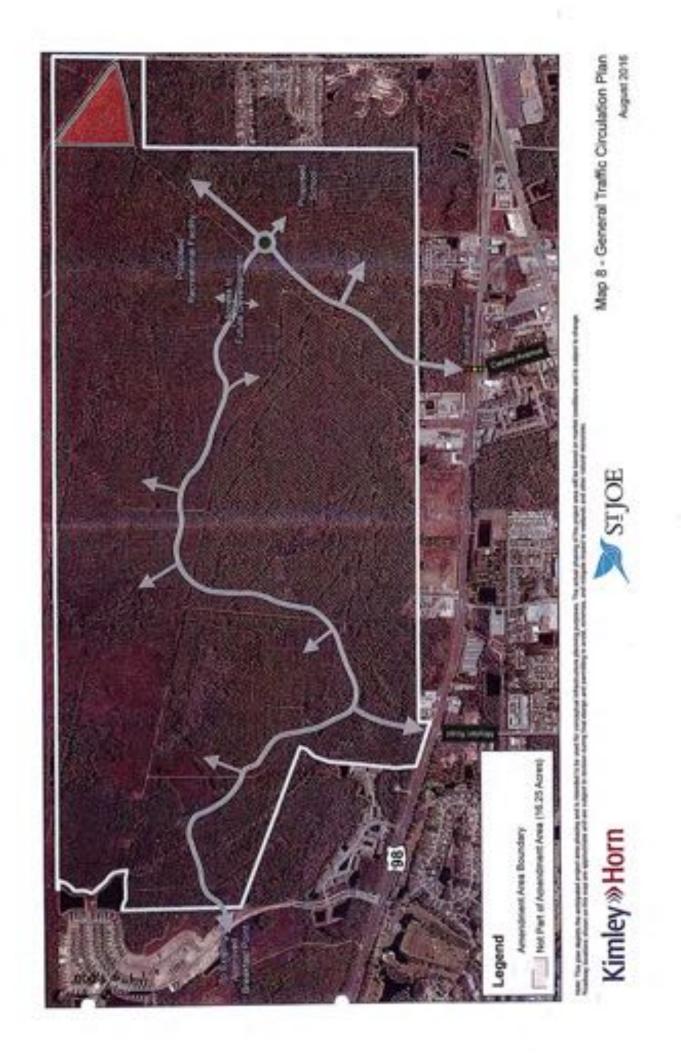
P. CAPITAL IMPROVEMENTS

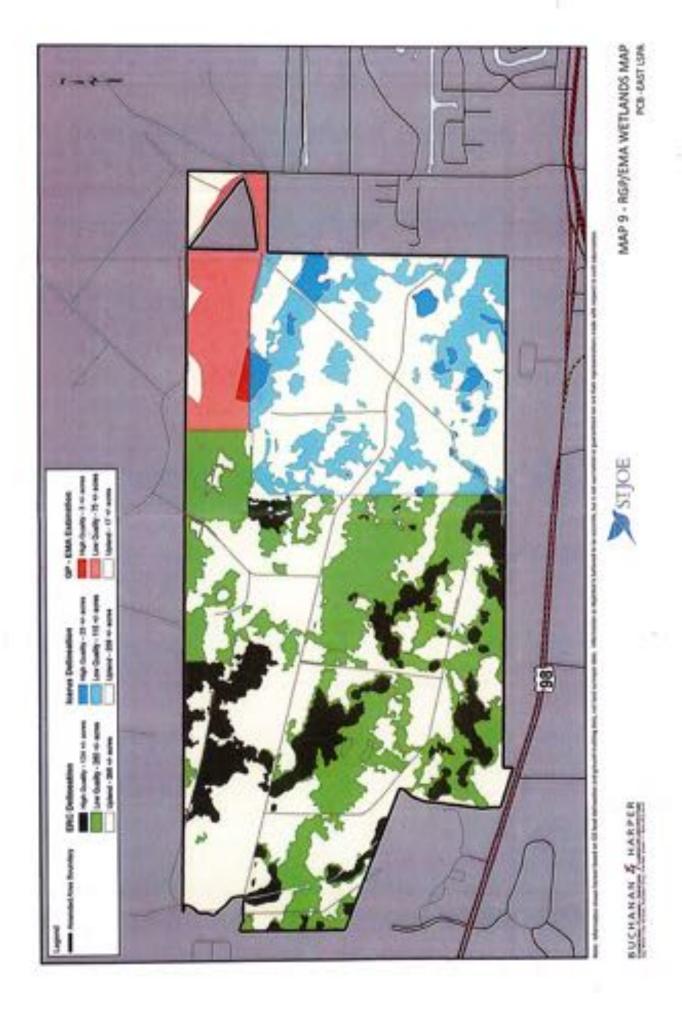
Based on all analyses contained herein, no capital improvements will be required for this proposed future land use amendment.

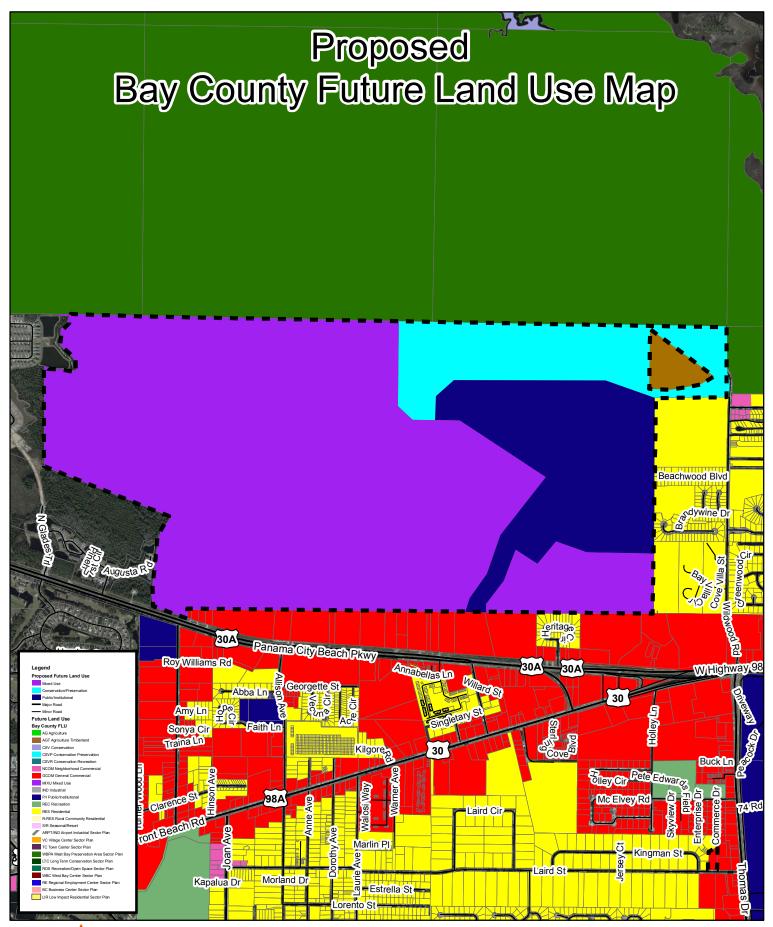














Map created using ArcReader provided by Bay County GIS. Projection:NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet This GIS data is not a legal representation of the features depicted; any assumption of the legal status of this data is herby disclaimed. Prepared by Bay County Planning and Zoning

BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION 840 W. 11th Street, Room 2350 - Panama City FL 32401 Phone: 850-248-8350 - Fax: 850-248-8267 E-mail: planning@baycountyfl.gov

Agenda Date: December 15, 2016 Application No.: PZ 16-159 ZC

Applicant: The St. Joe Company Owner: The St. Joe Company Appraiser's Parcel Numbers: 27536-000-000, 27542-000-000, a portion of 34030-000-000, and a portion of 34030-001-000

Project Description: The applicant is requesting an approval to change the zoning of 1,250 acres from the "AG-2" Agriculture/Timberland to the "MLU" Mixed Land Use, "P/I" Public/Institutional and "CSPV" Conservation Preservation zones.

Project Location: Located on the north side of U.S. Highway 98 between Wildwood Road and Breakfast Point Boulevard, in unincorporated Panama City Beach. (District V)

Parcel Information

Parcel Size:	1,250 acres
Land Use Designation:	Agriculture-Timberland
Zoning:	"AG-2" Agriculture Timberland
Existing Land Use: Surrounding Land Uses:	Vacant North: West Bay Preservation Area – Sector Plan; East: Residential; South: U.S. Highway 98 and General Commercial; West: Tourist District (Residential and Commercial Uses inside the City of Panama City Beach)
Project Site Access	U.S. Highway 98
Service Area:	Urban, Beaches Area Special Treatment Zone, Coastal Planning Area

Standards of Review

In accordance with Section 307.3, of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

- The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:
 - Potential for threat to the health, safety, and welfare of the general public;
 - b. Potential to create public nuisance(s);
 - c. Site suitability;

- d. Compatibility between zones;
- e. Consistency with the Comprehensive Plan;
- f. Availability of infra-structure facilities and services;
- g. Would not create "spot" zoning; and
- h. Criteria specified in Table 3A of the Comprehensive Plan.
- Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.
- Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.
- The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.
- Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone 1,250 acres to MLU (Mixed Land Use), P/I (Public/Institutional) and CSPV (Conservation Preservation). The current zoning of the subject property is AG-2 (Agriculture/Timberland).

The associated Large Scale Amendment to the Bay County Future Land Use Map (PZ16-099) came before the Planning Commission on September 15, 2016. The request was transmitted to the Department of Economic Opportunity by the Board of County Commissioners on October 18, 2016 where it is still under review.

This proposed zone change request is part of the ongoing transition of this part of Bay County from previous agriculture activities to more urban uses. This transition is contemplated by the area's inclusion in the Urban Service Area on the adopted Future Land Use Map. The subject property is also immediately adjacent to the incorporated boundary of the City of Panama City Beach, from which development on the property will receive central water and sanitary sewer service.

The Public/Institutional zoning district allows government and public uses, educational facilities, religious institutions, exhibition centers, community recreation facilities, sports complexes, and other similar public uses. A new sports village and new elementary/middle school will be developed on the 210 acre Public/Institutional portion of the subject property. The Bay County School Board has identified a need for a new elementary/middle school on the east end of Panama City Beach – while the sports village is part of a plan from Bay County, Panama City Beach and the Bay County Tourist Development Council to help develop Panama City Beach as a year round tourist market.

The Conservation Preservation zoning allows for passive recreation and the infrastructure necessary to support such activities. The majority of this 145 acre portion is already a designated conservation easement.

The Mixed Land Use zoning district allows for a mixture of neighborhood and plaza commercial uses as well as all residential uses. This portion of the subject property will be used to help support the growing Panama City Beach population. Access to the subject property is via U.S. Highway 98. The applicant states the FDOT has committed to designing and constructing a new traffic light at Cauley Avenue to serve the sports village and school site.

The property contains a significant amount of wetlands which may be jurisdictional. The Comprehensive Plan has several requirements for site analysis, water quality protection and stormwater standards. Federal and state requirements will also apply.

Based on this analysis staff feels that the proposed zone change is consistent with Section 307.3 of the Bay County Land Development Regulations and consistent with the surrounding area.

Staff Recommendation

It is therefore recommended the Commission:

- Find the proposed zone change, Application No. PZ 16-159, consistent with Comprehensive Plan and Land Development Regulations, and
- Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change subject to the prior approval of Application No. PZ 16-099 (LPA 16-02).

-

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

File No .: P2/6-159

Date Received:

A) Applicant Information

Owners name:	The St. Joe Company	Authorized agent:	
Mailing		Mailing	
address:	Watersound, FL 32461	address:	
E-mail:	Bridget.Precise@joe.com	E-mail:	
Telephone:	850 231 6400	Telephone:	
FAX:		FAX:	5 ····· 5

B) Requested Zone Change

Change from:

AG-2

to: CSPV, P/I & MLU

Existing zoning

Proposed zoning

C) Site Information

	\$29-30, T35, R15W & \$25, T35, R16W
Address/location of proposed site:	West of Hathaway Bridge, South of Breaklast Point Mitgation Bank
	East of Breakfast Point Subdivision and North of US Hwy 98
Property ID number(s):	27836 000-000, 27543-005-000, 34558-000 (particit), 34000-001-000 (particit)
Property size (acres / square feet):	1250 Acres / 54,450,000 Square Feet
Future Land Use Map designation:	Mood Gas, PM and Cossemation/Open Spece were have been applied for
A legal description must be attached in or Please include a survey if available. Provide	rder for an application to be considered complete. e an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

D) Review Fee Attached:

1. Zone Change: \$1,450

E) Site Information

Current property use	Agricultural Timberland
FIRM Zone & Panel No.	Zone H, Panels 308 & 309 / Flood Zone A & X
Wetlands	Freshwater Forested /Shrub Wetlands (RGP SAJ-86/EMA)
Aquifer Recharge	2
Coastal Area	St. Andrews Bay / West Bay
Wildlife Habitat	Telephus Spurge & Flatwood Salamander
Surrounding land uses North:	West Bay Preservation
South:	General Commercial
	Residential
West:	PCB Tourist District

F) Utilities

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. Water and Sewer Service:

See PCB East Zoning Application Binder for Complete Application

4

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Private Well (s)			

Current potable water demand of site under existing designation: ______ gpd

Anticipated potable water demand if amendment is approved: _____ gpd

Zone Charge Application Form Page 2 of 7 Revised 16/01/12

Form 20-1

b. Sanitary Sewer Service/Wastewater Treatment

Provider"	Permitted	Current demand	Available capacity
	capacity - gpd	- gpd	- gpd
Septic tanks or other individual on- site systems			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: ______ gpd

Anticipated wastewater demand if amendment is approved: ______ gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

 Stormwater: Describe how stormwater will be controlled and treated: fiee PCB East Zoning Application for detailed info and complete application.

If rezoning to a higher density the following information must be included:

3. <u>Transportation</u>: Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more_trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model

Zone Change Application Form Fage 3 of 7 Revised 10/01/12

Form ZD-1

such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips
ne cue es				
1.	-			

Road segment	Existing LOS	Projected LOS	Acceptable LOS
See PCB East Zoning	Application Bin	er for Complete	Application

In which hurricane evacuation zone(s) is the subject property located:

Tropical storm	Category 1 hurricane	Category 2 hurricane
Category 3 hurricane	Category 4-5 hurricane	N/A
	See PCB East	Zoning Application

G) Project Information/Justification

See PCB East Zoning Application Binder for Complete Application

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

- a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.
 - Potential for threat to the health, safety, and welfare of the general public;
 - ii. Potential to create public nuisance(s);

- iii. Site suitability;
- Iv. Compatibility between zones;
- v. Consistency with the Comprehensive Plan;
- vi. Availability of infra-structure facilities and services;
- vii. Would not create "spot" zoning, and;
- viii. Criteria specified in Table 3A of the Comprehensive Plan.
- b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.
- c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.
- d. Granting the application for zoning change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County

See PCB East Zoning Application Binder for Complete Application

H) Provide one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

Form 20-1

I) Certification and Authorization

- (1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.
- (2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.
- (3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) 1 Bridget Precise (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Bridget Precise

Applicant Name (Type or Print)

Applicant Signature

VP, The St. Joe Company

Title and Company (if applicable)

Date

ZONING MAP AMENDMENT APPLICATION COMPLETENESS CHECKLIST

Planning and Zoning Staff will only accept complete applications.

Requirements	Check if Complete		
Complete Application Form	х		
\$1,450.00 Fee	X		
Letter of Authorization (If Necessary)	N/A		
Site Plan (8.5 X 11 copy)	×		
Signed Deed to Property (8.5 X 11 copy)	x		
Survey/Map of Property (8.5 X 11 copy)	x		
When submitting an application, please submit original documents – the documents may get for punched, or stapled.	COPIES of any olded, hole-		



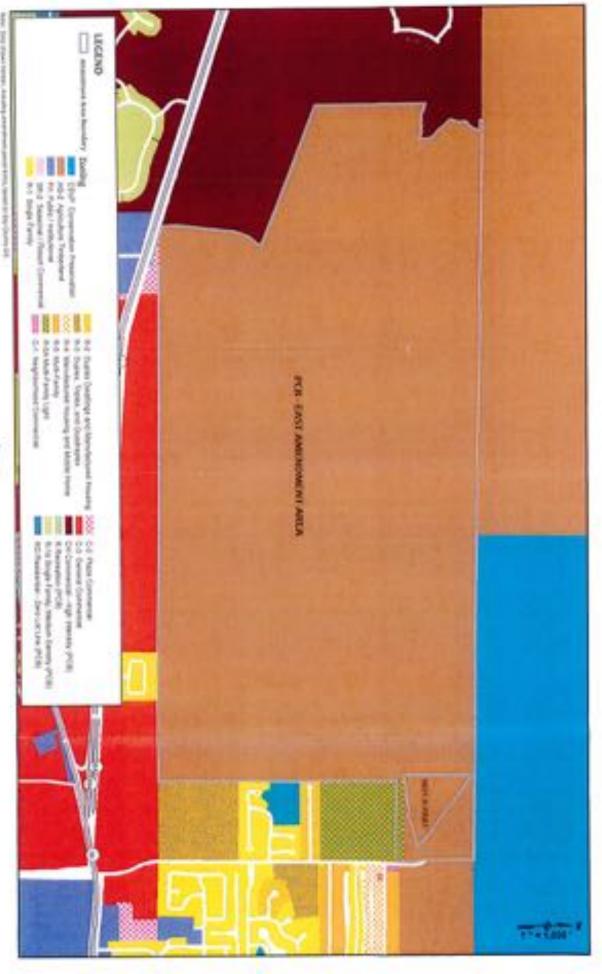
BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION 840 West 11th Street, Room 2350 Panama City, Florida 32401 (850) 248-8250 FAX (850) 248-8267 e-mail: planning@baycountyfl.soy

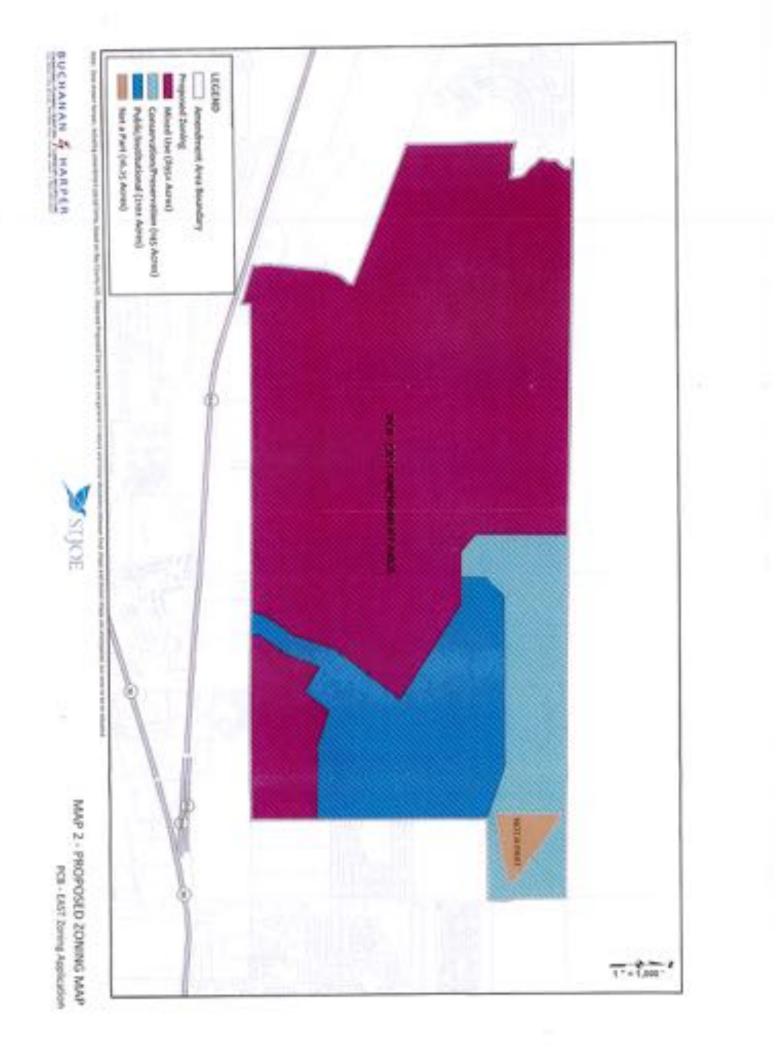






NAME AND ADDRESS OF





A. APPLICANT INFORMATION & CONSULTANT TEAM

Property Owner The St. Joe Company 133 South Watersound Parkway Watersound, FL 32461 Contact: Bridget Precise, VP-Development Phone: (850) 231-6480

Transportation Kimley-Horn & Associates, Inc. The Regional Center 2615 Centennial Boulevard, Suite 102 Tallahassee, Florida 32308 Contact: Richard Barr (Richard.Barr@kimley-horn.com) Phone: (850) 553-3500

Environmental Biological Opinion Issues by US Fish & Wildlife Service For the Regional General Permit (SAJ-86)

Civil Engineering Buchanan and Harper, Inc. 735 West 11th Street Panama City, Florida 32401 Contact: Michael Harper P.E. (mharper@buchanan-harper.com) Phone: (850) 763-7427

B. REQUESTED ZONING CHANGE

A Zoning District change is being request to change from Agricultural/Timberland as shown on Map I – Existing Zoning Map to Mixed Use, Public-Institutional & Conservation Preservation as shown on Map 2 – Proposed Zoning Map.

C. PROPERTY INFORMATION

1. Location of Proposed Amendment

The subject property (hereinafter "PCB-East") is located in unincorporated Bay County north of several large undeveloped and commercial tracts on US Highway 98 bordered by Breakfast Point Subdivision to the West, Breakfast Point Mitigation Bank to the North and by several subdivisions off of Wildwood Road to the East. Specifically, the site is located in Section 29-30 of Township 3 South, Range 15 West and Section 25 of Township 3 South, Range 16W in Bay County, Florida. Refer to Map 3 – Proposed Amendment Parcel.

2. Parcel ID Number(s):

27536-000-000 27542-000-000 34030-000-000 (portion) 34030-001-000 (portion)

3. Legal Description & Size

The proposed PCB-East Zoning area is within unincorporated Bay County and contains approximately 1,250 acres. Refer to *Map 4 – Boundary Survey* which includes a legal description of the site.

4. Ownership

Please refer to Appendix A - Property Deeds for peoof of ownership.

5. Aerial Photographs

Please refer to Map 5 - Aerial Photograph for boundary of the subject property including a 500 ft radius of the subject property.

D. REVIEW FEE

The St. Joe Company has enclosed a review fee of \$1,450 for Bay County's review of this Zoning application.

E. SITE INFORMATION

1. Current Property Use

The property has historically been Agriculture/Timberlands and remains undeveloped.

2. FIRM Zone & Panel No.

PCB-East is located in Zone H, Panels 308 & 309 and split between Flood Zones A & X.

3. Wetlands

Wetlands consist of Freshwater Forested /Shrub Wetlands which are regulated by the Regional General Permit (SAJ-86) and Ecosystem Management Agreement.

4. Aquifer Recharge - N/A

5. Coastal Area

The closest coastal areas in proximity to PCB-East are West Bay and St. Andrews Bay.

6. Wildlife Habitat

Per the Regional General Permit (SAJ-86) Biological Opinion, Telephus Spurge and Flatwood Salamanders may be present in this vicinity. If either are found within a development site, these locations will be identified and mitigated for through the RGP (SAJ-86) and EMA environmental permitting process.

7. Surrounding Land Uses

Please refer to Table 1 - Surrounding Zoning & Land Use

Adjacent Zoning Districts		Adjacent FLUM Designations		
North	AG-2 Agriculture / Timberlands	North	Preservation Area Sector Plan	
South	General Commercial	South	General Commercial	
East	Multi Family, Single Family, Duplex, Triplex	East	Residential	
West	Commercial - High	West	General Commercial	

Table 1 - Surrounding	Zoning .	8: 1	Land	Use.	
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8. Proposed Zoning

Please refer to the below Table 2 – Proposed Zoning Districts. These are also located on Map 2 – Proposed Zoning Map which depicts the proposed locations of zoning districts for the approximate 1250 acres within PCB-East.

Proposed Land Use	Approximate Acreage	
Mixed Land Use	895 Acres	
Public / Institutional	210 Acres	
Conservation Preservation	145 Acres	
Project Totals	1250 Acres	

Table 2 - Proposed Zoning Districts

F. UTILITIES ANALYSIS

In order to perform the facility capacity analysis, general traffic and public facilities analyses, assumptions have been made for the proposed development that may be developed within the above proposed land uses over the next 10 years. The actual densities and intensities that will be built over the next 10 years will be subject to market conditions and will be reviewed and approved by Bay County with each PUD submitted under the Mixed Land Use zoning district. **Table 3– PCB-East Land Use Assumptions** below depicts the land use assumptions used for the traffic and public facilities analyses.

Proposed Use	Proposed Program		
Single Family Residential	1760 Units		
Multi Family Residential	440 Units		
Hotel	750 Rooms		

Table 3 - PCB-East Land Use Assumptions

75,000 SF
160,000 SF
151 Acres - 100% Developed
600 Students
300 Students

The below Facility Capacity analysis summary was provided for the PCB-East Land Use Amendment and remains applicable to this zoning application.

The analysis is in its simplest form consisting of an adverse impact analysis where the demand resulting from the project is compared to the available capacity, i.e. the system capacity less any demand previously committed to others, to determine if the project is anticipated to adversely impact the system.

1. Water & Sewer Service

Below is a summary of the water supply analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper. The complete analysis is included as *Appendix B - Infrastructure Impact Analysis*. This general analysis is consistent with the information available and methodologies approved by Bay County.

a. Existing Conditions and Methodology Pretense

- A general water supply analysis was completed for a 5 year (2021) and 10 year (2026) build out based on the assumptions listed in *Table 3– PCB-East Land Use* Assumptions.
- The water supply analysis includes both potable and non-potable supply. Potable supply consists essentially of indoor use and non-potable supply consists of outdoor use, primarily for irrigation.
- For potable supply, the project area is within the jurisdiction of the City of Panama City Beach for distribution and Bay County for supply and is located within a single service area, the Panama City Beach service area (PCBSA). For non-potable supply, the project area is within the jurisdiction of the City of Panama City Beach for distribution and supply and is located in the sole service area for Panama City Beach.
- Potable Source and Capacity: The water source for the Bay County potable
 public system is the Deer Point Lake reservoir. Bay County withdraws surface
 water for treatment and distribution to retail and wholesale customers. The Bay
 County Water Treatment Facility (WTF) has a current permitted and operational
 capacity of 60 million gallons per day (MGD) on a maximum daily basis. The
 facility has the necessary filtration and pumping capacity to expand the WTF to
 96 MGD through planned future phased expansions.

- Potable Planned Capacity Improvements: Expansion of the WTF is not included in the Bay County adopted 5-year Capital Improvements Plan (CIP). Additionally, the strategic plan does not anticipate any needed expansion of the WTF to meet demand to the year 2026. However, the strategic plan does recommend that a new 20 MGD source and WTF be developed in the North Bay area in the 2025 to 2030 timeframe to serve potential growth and provide a secondary source. At this time, the North Bay WTF has not been developed or capitalized.
- Potable Carrent and Projected Commitments: Based on the 2012 Bay County Water and Wastewater Strategic Plan (BCSP), the projected potable AADD for year 2021 is 29.92 MGD and for year 2026 is 31.98 MGD using the annual growth rate specific to each service area with the basis for system capacity being the maximum daily demand (MDD); equivalent to the AADD times a peaking factor of 1.50. The resultant MDD for year 2021 is 44.88 MGD and for year 2026 is 47.97 MGD. This data forms the basis for allocated demand no longer available for use by new development and represents the best available County information for allocated demand. The data is subject to periodic correction and update, but such has not been performed. Based on a review of the FDEP 2015 and 2016 published facility reports, the Bay County Water system for the most recent annual reporting period, May 2015 to April 2016, had an AADD of 22.06 MGD (78% of BCSP) and a MDD of 35.67 MGD (85% of BCSP). Consequently, the projections as contained in the BCSP are excessive and the data could appropriately be adjusted to match actual demand. Furthermore, it is noted that the BCSP uses a growth rate of 2% for the PCBSA. It is assumed that said growth rate is to accommodate future growth, but such would include growth from the amendment parcel as well as other parcels owned by the applicant. Utilizing these rates could result in double counting of demand.
- The actual use versus predicted use and growth rates will be considered if the analysis determines that insufficient capacity exists to serve the amendment using the BCSP data for allocated demand. Otherwise, the allocated demand as predicted by the BCSP will be the basis for the analysis.
- Non-Potable Source and Capacity: The water source for non-potable water is treated effluent (reclaimed water) from the Panama City Beach WWTP (PCBWWTP). Panama City Beach distributes reclaimed water to retail customers. The PCBWWTP has a current permitted and operational capacity of 14 MGD on a maximum month average daily basis. The capacity of the reclaimed water system is limited to the capacity of the Panama City Beach WWTP and distribution system, but assumed equal to the WWTP average annual daily capacity of 10 MGD.
- Non-Potable Planned Capacity Improvements: No capitalized or planned capacity improvements exist.

- Non-Potable Current and Projected Commitments: The current non-potable annual demand as contained in the 2012 City of Panama City Beach Concurrency Report is between 1.30 and 3.00 MGD on a monthly average daily demand basis for a non-potable AADD of 2.15 MGD. No projection of demand was available from the City. Using the Bay County service area potable water annual growth rate of 2% from the BCSP, the 2012 demand was projected to the target years. The current total non-potable AADD projected to the project planning horizons is 2.57 MGD for year 2021 and 2.84 MGD for year 2026. The basis for capacity in the Panama City Beach Concurrency Report is AADD.
- · Proposed level of standards include the following:
 - o Residential Bay County Comprehensive Plan Adopted LOS Standard
 - Potable: 300 GPD per DU
 - Non-Potable: SF = 100% of Potable (i.e., 50% Potable/50% Non-Potable)
 - Non-Potable: MF = 50% of Potable (i.e., 75% Potable/25% Non-Potable)
 - Non- Residential No LOS Standards exist for non-residential uses therefore demand is based on an assumed rate specific to the individual use.
 - Retail/Office*
 - Potable: Approved Maximum daily demand
 - > Non-Potable: Appropriate rates for irrigating such facilities
 - Hotel Uses*
 - > Potable: Approved Maximum daily demand
 - Non-Potable: Appropriate rates for irrigating such facilities
 - Recreational Fields
 - Potable: Amenity Building approx. 2500 SF/field with a standard rate of .10 GPD per SF
 - Non-Potable: Each field is 2 times the size of a soccer field, irrigated .25 inches per day 3 days per week
 - School*
 - Potable: 18 GPD/Student (10 GPD-student, 4 GPD-shower, 4 GPDcafeteria)
 - > Non-Potable: 50% of Potable
 - Fire Station*
 - Potable: Approved Maximum daily demand
 - Non-Potable: Appropriate rates for irrigating an assumed 14,000 SF facility

* Note: These LOS assumptions are based on FAC 64E-6, Standards for On-site Sewage Treatment and Disposal Systems which contains a table that predicts demand for various facility types.

b. Results of Analysis

Potable Water

A summary of the capacity analysis for the Bay County Potable Water System is contained in the following tables. Residential demand was based on the LOS standard and use. Non-residential demand was based on an assumed rate and use.

	Maximum Day (MGD), 2021 (5-Year)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0.178	0.055	0.233	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand	0	0	0	
PWS Allocated Demand	26.074	15.313	41.387	
Total Domand	26.252	15,368	41.620	
90% Available Capacity	+		54,000	
90% Excess Capacity	+		12.38	

Table 4 - PCB Potable Water System Impact Analysis @ Year 2021

Table 5 - PCB	Potable W	ater System	Impact /	Analysis @	Year 2026
---------------	-----------	-------------	----------	------------	-----------

	Maximum Day (MGD), 2026 (Build-Out)			
Description	Residential	Non- Residential	Total	
Project Area Demand	0.990	0.180	1.170	
Project Area Approved Major Projects Demand	0	0	0	
PWS Approved Major Projects Demand	0	0	0	
PWS Allocated Domand	27.795	16.324	44.120	
Total Demand	28.785	16.504	45.289	
90% Available Capacity		-	72.000	
90% Excess Capacity			26.711	

As shown in the above table, the Bay County water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026). The demand in year 2021 is 69% of the current capacity and at year 2026 is 75% of the current capacity. Upon completion of the planned treatment plant 20 MGD upgrade, the demand in year 2026 is 57% of the planned Capacity.

Non-Potable Water

A summary of the capacity analysis for the Panama City Beach Non-Potable Water System is contained in the following table. The analysis presumes that the available capacity is equivalent to the service area waste water treatment plant average annual daily capacity.

	Annual Aver	rage Day (MGD), 20	21 (S-Year)
Description	Residential	Non- Residential	Total
Project Area Demand	0.086	0.171	0.256
Project Area Approved Major Projects Demand	0	0	0
PWS Approved Major Projects Demand	0	0	0
PWS Allocated Demand	1,619	0.951	2.569
Total Demand	1.705	1.121	2.826
100% Available Capacity		1 1 (a) 1 1 1	10.000
100% Excess Capacity			7.174

Table 6 - PCB Non-Potable Water System Impact Analysis @ Year 2021

Table7 - PCB Non-Potable Wat	er System	Impact An	ualysis @`	Year 2026
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10.00.0000.000	Annual Avera	ge Day (MGD), 202	6 (Build-Out)
Description	Residential	Non- Residential	Total
Project Area Demand	0.594	0.686	1.280
Project Area Approved Major Projects Demand	0	0	0
PWS Approved Major Projects Demand	0	0	0
PWS Allocated Demand	1.973	1.159	3.132
Total Demand	2.567	1.845	4.412
100% Available Capacity	• 5	-	10.000
100% Excess Capacity	*	-	5.588

As shown in the above tables, the Panama City Beach non-potable water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026). The demand in year 2021 is 28% of the current capacity and at year 2026 is 44% of the current capacity.

As noted previously, the analysis assumes available capacity is equivalent to the waste water treatment plant average annual daily capacity. In the event that such capacity or infrastructure is not available concurrent with development, then alternate sources will be utilized for non-potable water. Such sources include non-potable wells and stormwater harvesting. When alternate sources are used, systems will be designed such that they can be converted to reclaimed water when such becomes available.

e. Conclusions

The Bay County Water System has sufficient capacity to serve the project through buildout based on the analysis. Since the analysis demonstrates adequate capacity, no effort has been made to update the projected allocated demand based on actual operational data. No additional sources of water or improvements to the regional system are required to support the amendment.

The Panama City Beach Reclaimed Water System has sufficient capacity to the serve the project based on the analysis. No additional sources of water or improvements to the regional system are required to support the amendment.

2. Wastewater Facility Analysis

Below is a summary of the wastewater impact analysis conducted for the PCB-East Future Land Use Amendment by Buchanan & Harper which remains applicable to this zoning application.

The complete analysis is included as Appendix B - Infrastructure Impact Analysis. This general analysis is consistent with the information available and methodologies approved by Bay County.

a. Existing Conditions and Methodology

- A general wastewater analysis was completed for a 5 year (2021) and 10 year (2026) build out based on the assumptions listed in Table 3- PCB-East Proposed Land Use Assumptions.
- Wastewater within the proposed project area is supplied by the City of Panama City Beach Wastewater System with service aggregated over the entire PCBSA.
- Source and Capacity: Wastewater treatment for the PCBSA is provided by the Panama City Beach WWTP (PCBWWTP) with a permitted and operational capacity of 14 MGD on a maximum month average daily basis.
- Planned Capacity Improvements: A new WWTP site acquisition is included in the 5-year capital improvements schedule for year 2019-2020. The City comprehensive plan shows a 4 MGD system expansion to 18 MGD by year 2020.
- Current and Projected Commitments: The current annual demand as contained in the 2012 City of Panama City Beach Concurrency Report is between 3.30 and 8.2 MGD on a maximum month average daily demand (MMDD) basis. From the City Comprehensive Plan, the projected total demand at year 2015 is 7.1 MGD and at year 2020 is 8.4 MGD on a maximum month average daily basis and the AADD is 70% of MMDD. Demand in the comprehensive plan is computed based on a varying population increase for permanent residents, tourist population, and other service area residents. Based on the data, the computed annual growth rates are 3.99% for permanent residents, 3.4% for other service area residents, and 2.0% for tourist population. Using the 2015 populations by type, the aforementioned growth rates, the LOS standard of 80 GPCD, and a peaking factor of 1.43 equivalent to the 70% MMDD to AADD, the projected MMDD for year 2021 is 9.7 MGD and for year 2026 is 11.4 MGD. The basis for capacity in the Panama City Beach Concurrency Report is MMDD.
- Proposed level of standards include the following:
 Residential Bay County Comprehensive Plan Adopted LOS Standard of 250 GPD/DU

 Non-Residential – No LOS Standards exist for non-residential uses therefore demand is based on an assumed rate specific to the individual use.

- Retail/Office* Standard engineering practices
- Hotel Uses* Standard engineering practices
- Recreational Fields Amenity Building approx. 2500 SF/field with a standard rate of .10 GPD per SF
- School* Potable: 18 GPD/Student (10 GPD-student, 4 GPD-shower, 4 GPD-cafeteria)
- Fire Station* Assumed 14,000 SF facility

* Note: These LOS assumptions are based on FAC 64E-6, Standards for On-site Sewage Treatment and Disposal Systems which contains a table that predicts demand for various facility types.

b. Results of Analysis

A summary of the capacity analysis for the Panama City Beach Wastewater System is contained in the following tables. Residential demand was based on the LOS standard and use. Non-residential demand was based on an assumed rate and use.

Description	Maximum N	donth Average Da 2021 (5-Year)	y (MGD),
and quan	Residential	Non- Residential	Total
Project Area Demand	0.142	0.052	0.194
Project Area Approved Major Projects Demand	0	0	0
WWS Approved Major Projects Demand	0	Ó	0
WWS Service Area Allocated Demand	7.641	2.031	9.673
Total Demand	7,783	2.083	9.866
90% Available Capacity			12.60
90% Excess Capacity			2.734

Table 8 - PCB Wastewater System Impact Analysis @ Year 2021

Table 9 - PCB Waste Water System Impact Analysis @ Year 2026

Description		Month Average Du 2026 (Build-Out)	y(MGD),
and a speece of the second	Residential	Non- Residential	Total
PCB-East LSPA LSPA #1 Demand	0.787	0.171	0.958
PCB-East LSPA Approved Major Projects Demand	D	0	0
WWS Approved Major Projects Demand	0	0	0
WWS Service Area Allocated Demand	9.001	2.393	11.393
Total Demand	9.787	2.564	12.351
90% Available Capacity	-		16.200
90% Excess Capacity			3.849

As shown in the above tables, the PCB waste water system has sufficient current capacity to meet the demand at 5-years (2021) and build-out (2026) without planned expansion. The demand in year 2021 is 70% of the current capacity and at year 2026 is 88% of the current capacity. Upon completion of the planned expansion, the demand in year 2026 is 69% of the planned Capacity.

c. Conclusion

The Panama City Beach Wastewater System has sufficient capacity to serve the project through buildout based on the analysis. No additional sources of treatment or improvements to the regional system beyond those currently planned are required to support the amendment.

3. Stormwater Analysis

PCB-East currently has no existing stormwater facilities available or planned so no impact methodology is presented. Since no facilities are available, on site facilities will be required to provide water quality and flood attenuation for run-off. All of PCB East will be developed consistent with the protection standards included in the Regional General Permit (SAJ-86) and Ecosystem Management Agreement which results in a higher level of protection of environmental resources due to the combination of conserved lands, mandatory protection of high quality wetlands and limited impacts to low quality wetlands. All stormwater facilities within the Regional General Permit (SAJ-86) and Ecosystem Management Agreement Agreement area are designed to meet OFW standards. Complete copies of the Regional General Permit (SAJ-86) and Ecosystem Management Agreement can be found at the following hyperlinks:

- <u>http://www.saj.usace.army.mil/Portals/44/docs/regulatory/sourcebook/permitting/</u> general_permits/SAJ-86/20150327_Regional%20General%20Permit%20SAJ-86%20SAJ-2004-01861.pdf
- http://www.dep.state.fl.us/northwest/StJoeEMA/joeema.htm

4. Transportation Analysis

Below is a summary of the traffic impact analysis conducted for the PCB-East Future Land Use Amendment by Kimley Horn which also applies to this zoning application.

Kimley Horn based their analysis on Table 3 – PCB-East Proposed Future Land Use Assumption, Table 10 – PCB-East 5-Year Interim Land Use Assumptions and Table 14– PCB-East 10-Year Buildout Land Use Assumptions. The complete analysis is included as Appendix C - Traffic Analysis. The general traffic circulation throughout PCB-East is attached as Map 6 - General Traffic Circulation Map.

a. Existing Conditions and Methodology

- The proposed development consists of mixed land uses located along US 98 (SR 30A) with access to US 98 at Moylan Road and Cauley Road. Access is also expected to the existing Breakfast Point development to the west.
- This general analysis is consistent with the information available and methodologies approved by Bay County and in accordance with Florida Statute (FS) 163.3177, which specifies that the comprehensive plan must include at least two planning periods, once covering at least the first five-year period occurring after the plan's adoption and one covering at least a ten-year period. The analysis

was also performed in accordance with FS 163.3180, which is related to local transportation concurrency guidelines.

- Per Bay County guidelines, the project study area was determined based on roadway segments on which the PM peak hour project traffic is 5% or greater of the service volume at the adopted level of service standard. Industry standard guidelines also dictate that the study area must encompass all impacted segments plus one segment beyond.
- A trip generation analysis was performed using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 9th Edition. Site internal capture and pass-by trip reductions (commercial trips only) were also estimated using information provided in ITE's Trip Generation Handbook, 3rd Edition.
- Version 1.4.0.1 of the Northwest Florida Regional Planning Model (NWFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS) and is the latest available model for this area, was utilized as a beginning basis for determining the project's trip distribution. A new traffic analysis zone (TAZ) was created near the Cauley Ave/US 98 intersection. As is typical, model output was adjusted based on knowledge of the local land use, travel patterns, and engineering judgment.
- Roadway segmentation and service volumes were obtained for Bay County classified roadway segments based on the latest published Bay County Concurrency Management tables (2014).
- For segments on which the background traffic exceeds the capacity, additional capacity was assumed per FS 163.3180 which states that an applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the developments impacts.

b. 5-Year Analysis

For the five-year interim analysis, a portion of the development is expected to be built. The traffic impacts from the five-year interim period were analyzed and are summarized below. The following is the anticipated development for the five-year interim period:

Proposed Use	Proposed Program
Single Family Residential	176 Units
Multi Family Residential	220 Units
Hotel	120 Rooms
Office	5,000 SF
Retail	40,000 SF

Table 10 - PCB-East 5-Year Interim Land Use Assumptions

Recreation / Park (Sports Complex)	151 Acres / 100% Developed	
Elementary School	600 Students	
Middle School	300 Students	

As the development over the next five years are all anticipated for the eastern portion of the property, all of the five-year project traffic is anticipated to access US 98 via Cauley Ave.

5-Year Tip Generation

The analysis found that the proposed five-year development is estimated to have a site internal capture rate of 16.74% and a pass-by trip reduction of 11.0%. Overall, the site is anticipated to generate 691 (322 enter/369 exit) net new external trips during the PM peak hour. A detailed breakdown of the site trip generation for the five-year interim analysis period is included in *Error! Reference source not found.* – *PCB-East 5-Year (2021) Trip Generation PM Peak Hour.*

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Table 11 – PCB-East Trip Generation Analysis 5-Year (2021) Interim Study Area

5-Year Trip Distribution, Assignment and Study Area

As Cauley Ave isn't currently included as a link in the model, a portion of project traffic was diverted from Moylan Rd, which is included in the model. Additionally, 10% of traffic was distributed to the commercial development located west of the project area along US 98. Project traffic was assigned to the external roadway network by applying the automobile trip distribution to the net new external automobile trip generation, taking into account the proposed access locations.

Table 11 – PCB-East 5-Year (2021) Interim Study Area shows the results of the project study area determination for the five-year interim analysis year. Three links along US 98 (SR 30A) were found to be significant, from Beckrich Rd to the castbound flyover approaching the Hathaway Bridge. Refer to Appendix C – Traffic Analysis for a depiction of the study area's links of which project traffic is greater than or equal to 5% of the roadway capacity.

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Table 12 - PCB-East 5-Year (2021) Interim Study Area

5-Year (2021) Traffic Segment Analysis

A future background traffic analysis was performed for year 2021 to assess the future traffic conditions without including the proposed development's project traffic. Background analyses are performed to determine if there are any existing or background deficiencies on the roadway network. To estimate traffic volumes for year 2021, five years of FDOT historic traffic data were reviewed to estimate growth rates for the study area. *Table 13 – PCB-East 5-Year Interim Traffic Analysis* includes the results of the background traffic analysis for the study area in year 2021. Based on this analysis, it is anticipated that the year 2021 traffic (without the project development traffic) will exceed the roadway capacity for four links within the study area.

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Table 13 – PCB-East 5-Year (2021) Interim Traffic Analysis

c. 5-Year (2021) Conclusion

Once the additional capacity was assumed, the project traffic was added to the background traffic for each link to establish the total background traffic volumes. For the five-year interim traffic analysis, no adverse impacts are anticipated for the study area links.

d. 10-Year (2026) Buildout Analysis

For the ten-year analysis period, the full buildout development is expected and is summarized in *Table 13 – PCB-East 10-Year Buildout Land Use Assumptions*. The buildout development is anticipated to have two (2) accesses to US 98 via Cauley Avenue and Moylan Road in addition to a connection to the existing Breakfast Point development to the west. For this analysis, it was assumed that the remaining development above that specified in the five-year interim analysis would be evenly distributed across the site.

Proposed Use	Proposed Program
Single Family Residential	1760 Units
Multi-Family Residential	440 Units
Hotel	750 Rooma
Office	75,000 SF
Retail	160,000 SF
Recreation / Park (Sports Complex)	151 Acres / 100% Developed
Elementary School	600 Students
Middle School	300 Studenti

Table 14 - PCB-East 10-Year Buildout Land Use Assumptions

The traffic impacts from the ten-year buildout period were analyzed and are summarized below.

10-Year Trip Generation

The analysis found that the proposed ten-year buildout development is estimated to have a site internal capture rate of 18.53% and a pass-by trip reduction (commercial uses only) of 9.2%. Overall, the site is anticipated to generate 2,531 (1,314 enter/1,217 exit) net new external trips during the PM peak hour. A detailed breakdown of the site trip generation for the ten-year buildout analysis period is included in Table 14 – PCB-East Trip Generation Analysis 10-Year (2026) Buildout.

PCB – East Zoning Application

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Table 15 – PCB-East 10-Year (2026) Trip Generation Analysis 10-Year (2026) Buildout.

10-Year Trip Distribution, Assignment and Study Area

For the ten-year analysis period, two (2) new TAZs were created near the Cauley Avenue/US 98 and Moylan Road/US 98 intersections. These TAZs were modeled independently and then the results were combined for the roadway network impacts to ensure that trip internalization was not double-counted after the reduction included in the trip generation analysis. As is typical, model outputs were adjusted based on knowledge of the local land use, travel patterns, and engineering judgment. As Cauley Avenue isn't currently included as a link in the model, a portion of project traffic was diverted from Moylan Rd, which is included in the model. Additionally, 10% of traffic was distributed to the commercial development located west of the project area along US 98. The model adjusted output used to estimate project trip distribution is included in *Appendix C - Traffic Analysis*.

Project traffic was assigned to the external roadway network by applying the automobile trip distribution percentages to the net new external automobile trip generation, taking into account the proposed access locations. For the ten-year analysis period, project traffic was assigned to both the Moylan Road and Cauley Avenue accesses.

Table 16 – PCB-East 10-Year Buildout Study Area depicts the results of the project study area determination for the ten-year buildout analysis year. Seventeen (17) links were found to be significant (project traffic greater than or equal to 5% of capacity), and numerous links beyond those boundaries were included for an overall study area of 24 links. Refer to Appendix C – Traffic Analysis for a graphical overview of all links on which the project traffic is greater than or equal to 5% of the roadway capacity.

5. Hurricane Evacuation Zone

Per Bay County's Evacuation Zoning Map, the eastern side of PCB-East is in Evacuation Zone A and the western side of PCB-East is in Evacuation Zone B. See Map 7Hurricane Evacuation Zones.

G. PROJECT INFORMATION / JUSTIFICATON

As stated in the Large Scale Land Use Amendment Application submitted to Bay County on August 19, 2016, Bay County and the City of Panama City Beach desire to develop and market Panama City Beach as a year round tourist market through the design and construction of a new Bay County Sports Complex. The Bay County School Board has identified a need for a new elementary/middle school on the east end of Panama City Beach and the City of Panama City Beach has identified a need for a new fire station in Panama City Beach. The land identified for these improvements is a portion of 1250 acres currently owned by The St. Joe Company and which is adjacent to the existing Breakfast Point community, a residential community in the City of Panama City Beach. On March 24, 2016, a Land Transfer Agreement was entered into between Bay County School Board, Bay County Convention Visitor's Bureau/Tourist Development Council and The St. Joe Company for approximately 210 acres of land to meet the needs of which all are within the subject 1250 acre parcel. Pursuant to the agreement and imminent construction of a 150+/- acre multi-use Sports Village, which will promote year-round tournament activities for various sports, coupled with the growing population and need for housing in Panama City Beach, The St. Joe Company anticipates a need for more multifamily and single-family residential and non-residential uses in support of future development.

Pursuant to the Land Transfer Agreement, The St. Joe Company worked with several consultants to prepare a Large Scale Land Use Amendment application which was submitted on August 19, 2016. On October 18, 2016, the Bay County Commission voted to transmit the application to the Florida Department of Economic Opportunity (FDEO) for final review. This zoning application is now necessary to change the zoning from Agriculture-2, to Mixed Land Use, Public-Institutional & Conservation/Preservation as the next step to begin planning for these supportive uses to grow Bay County assets even further.

1. Consistency with Comprehensive Plan - Bay County

The PCB-East Zoning change is consistent with all items included the following Policy 3.2.1 of the Bay County Comprehensive Plan.

Policy 3.2.1: The FLUM and any subsequent FLUM amendments shall be maintained based on the following criteria to the greatest extent possible:

(1) Potential for threat to the health, safety, and welfare of the general public:

Consistency – The proposed zoning and future land use assumptions within PCB-East do not create a threat to health, safety or welfare for Bay County.

(2) Potential to create public muisance(s);

Consistency – The proposed zoning is not anticipated to create a public nuisance of any kind as the adjacent zoning and land uses are consistent with the proposed zoning.

(3) Appropriate site conditions;

Consistency – The 1250 acres included in PCB-East are all currently undeveloped timberlands.

(4) Compatibility between land uses;

Consistency - The entire PCB-East project is planned to follow a compact urban development form compatible with adjacent land uses. The below is a summary of compatibility between proposed PCB-East Zoning Districts and the adjacent zoning districts that currently exist.

- The proposed Conservation/Preservation land use abuts existing Ag/Timber and Preservation areas. The proposed Conservation /Preservation is already under conservation easements, therefore it provides additional environmental lift for the area and helps to buffer development from Breakfast Point Mitigation Bank. The mitigation bank and conservation areas also provide some level of security to the north as the mitigation is gated and secured at all times.
- The proposed Public/Institutional Zoning District provides a school site
 on the east end of Panama City Beach to help serve the overflow from
 Breakfast Point Elementary, Patronis Elementary as well as provides
 additional options for residents on the west side of Panama City as well
 as the growing military population in the area. The proposed Sports
 Complex is anticipated to provide an amenity for area children from the
 nearby residential areas to participate in organized athletics, potentially
 without adding traffic to Hwy 98.
- The proposed Mixed Land Use Zoning District is anticipated to include 1760 residential units and 440 multi-family units which are a continuation of the product to the east and west of the project area. The Mixed Use also anticipates meeting a need for hotel accommodations required for organized sports teams when playing at the Sports Complex as well as additional office and commercial uses to support the residential community and the public / institutional uses.
- (5) Consistency with this Comprehensive Plan;

Consistency – As noted in the previous Large Scale Land Use Amendment in several sections, PCB-East is consistent with Bay County's Comprehensive Plan.

(6) Availability of infrastructure facilities and services;

Consistency - PCB-East will require that all urban development connect to central water and sewer. Please refer to Appendix B – Infrastructure Impact Analysis which was completed pursuant to Bay County's adopted LOS standards. Based on the Infrastructure Impact Analysis, no new improvements are required to accommodate the proposed development. Bay County will receive a more detailed analysis with each project's development order application and will address any required mitigation at that time. (7) Protection of natural and historic resources, and:

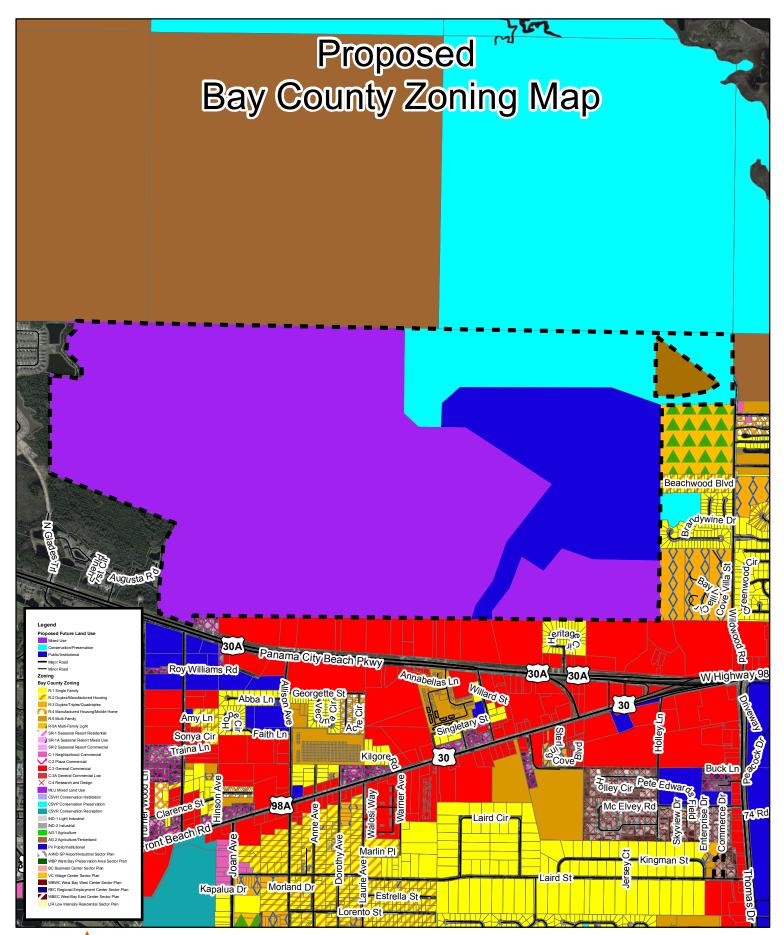
Consistency – PCB-East development will protect the locally significant natural resources per Bay County's Land Development Code and the Regional General Permit (SAJ-86) and Ecosystem Management Agreement requirements where applicable.

(8) Criteria specified in Tables 3A and 12A.

Consistency – The Land Use Assumptions included in Table 2 – PCB-East Land Use Assumptions are consistent with the criteria specified in Tables 3A. The proposed densities are less than allowed densities in Table 3A and do not exceed the level of service standards. All future development will be consistent with Bay County's Comprehensive Plan.

(9) Promote energy efficient land use patterns and reduce greenhouse gas emissions.

Consistency - The entire 1250 acres will be master planned to incorporate transportation efficiencies including multiple access points from US Hwy 98 to the property, a new traffic light with turn lanes recently committed by FDOT at the intersection of Cauley Avenue and US Hwy 98 to serve the sports village, future school site and fire station, round-abouts and other non-signalized methods for interconnection. Appropriate pedestrian and bicycle alternatives are also anticipated which include an extension of Gayle's Trails through the mixed-use developments with connections to and points village. access for the sports future school and Conservation/Preservation uses. PCB-East will remain consistent with the County's access control requirements.





Map created using ArcReader provided by Bay County GIS. Projection:NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet This GIS data is not a legal representation of the features depicted; any assumption of the legal status of this data is herby disclaimed. Prepared by Bay County Planning and Zoning

ORDINANCE NO. 17-01

AN ORDINANCE AMENDING ORDINANCE NO. 90-36 ENTITLED "AN ORDINANCE ADOPTING THE BAY COUNTY COMPREHENSIVE PLAN", AS AMENDED; REVISING THE FUTURE LAND USE MAP; PROVIDING A SHORT TITLE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 90-36 (the "Bay County Comprehensive Plan") on October 20, 2009:

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plans

MHEREAS, The St. Joe Company (the "applicant"), requested a large-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment is to change the land described in Exhibit 1 on the Future Land Use Map;

WHEBEAS, the Planning Commission conducted a public hearing on September 15, 2016, to hear and consider comments from the public;

WHEREAS, the Board conducted a public hearing on October 18, 2016, and then approved the application for transmittal to the Department of Economic Opportunity [the "Department"]

MHEREAS, the Board has considered the Department's commonts, staff commonts, and received commonts from the public at a duly noticed public hearing on January 17, 2017.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. <u>Short Vitle</u>. This ordinance shall be known as "Bay County Large Scale Plan Amendment LFA 16-02 to the Bay County Comprehensive Plan". Section 2. <u>Change to the Comprehensive Plan</u>. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit 1.

Reference	Action Taken	Location
1.PA 16-02	Change 1,250 % acres	See Exhibit 1
	from Agriculture-Timberland	
	to Mixed Land Use, Public-Institutional	
	and Conservation Preservation	
	on the FLUM.	

Section 3. Effective Date The effective date of this plan amondment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. 560 development orders, development permits, or land uses dependent on this amendment shall be issued or commence before they have become effective. If a final order of noncompliance is issued by the Administration Commission for any of those amendments, the anendment(s) may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, MSC-160, Tallahassee, Florida 32399-4120. Any noncompliant plan amendment shall not delay or otherwise influence. the effective date of any complaint plan amendments.

Section 4. <u>Severabiltiy</u>. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not affect the validity of the remaining portions hereof. Further, if any individual plan amendmont referenced in Section 2 is found "not in compliance" by the Department, such a finding shall not affect the validity of any other plan amendments adopted by this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and parase hereof, irrespective of fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances in conflict with the provision of this ordinance are hereby repealed.

PASSED AND ADOPTED this 17th day of January, 2017.



BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA

William T. Dozier, Chairman

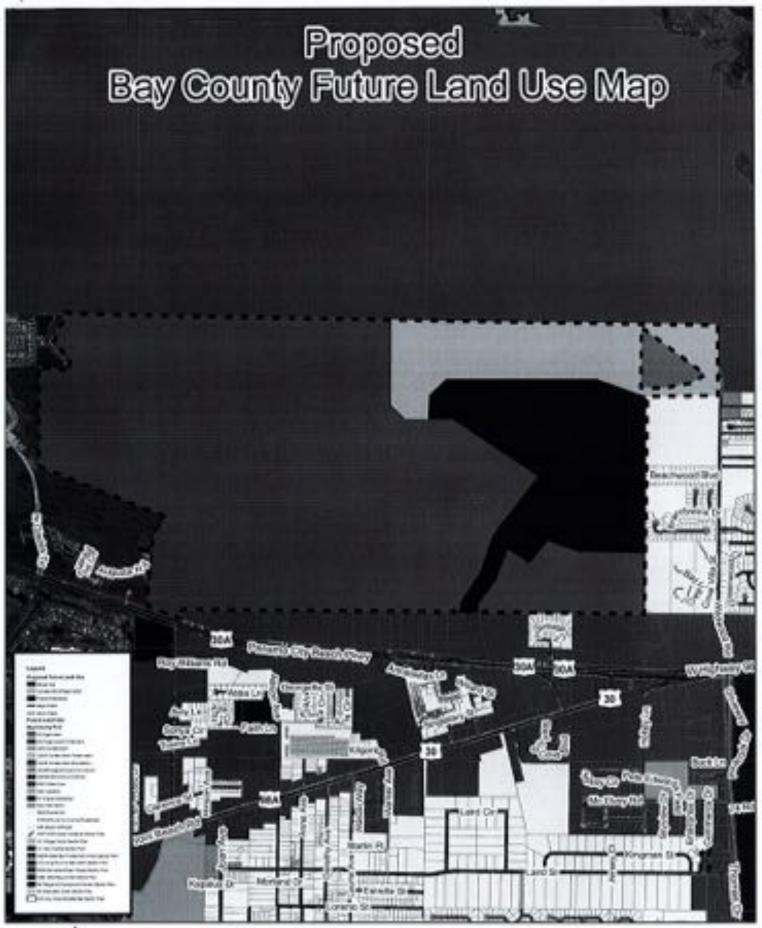
Gill Kircoul

Kin Rodgers, Defety Clerk

Approved as to correctness of form:

Office of the County Attorney

cc: Bay County Property Appraiser





Map created using ArcReader provided by Bay County GIS. Projection:NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet This GIS data is not a legal sepresentation of the features depicted; any assumption of the legal status of this data is herby disclaimed. Prepared by Bay County Planning and Zoning

1 in = 0.33 miles

ORDINANCE NO. 17-02 AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, The St. Joe Company (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163,3174, F.S. the Planning Commission conducted a public hearing on December 15, 2016, to hear and consider commonts from the staff, the applicant, and the public on the reroning:

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on January 17, 2017, to hear and consider the recommendations of the Planning Commission concerning the recommendations of hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan. NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. <u>Authority and Purpose</u>. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. <u>Short Title</u>. This ordinance shall be known as "Bay County Rezoning PZ 16-159 to the Bay County Official Zoning District Map".

Section 3. <u>Changes to the Zoning District Map</u>. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken Locati	lon
PZ 16-199	Change 1,250+/- acres from See Ex	shibit 1
	"Agriculture/Timberland (AG-2)"	
	to "Mixed Land Use (MLU)",	
	"Public/Institutional (P/I) and	
	"Conservation Preservation (CSVP).	

Section 4. <u>Severability</u>. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective when the amendment to the Future Land Use Map adopted by Ordinance No. <u>17-01</u> becomes effective as provided by law including Section 163.3189, F.S.

PASSED AND ADOPTED this 17th day of January, 2017.



BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA

William T. Dozier, Chairman

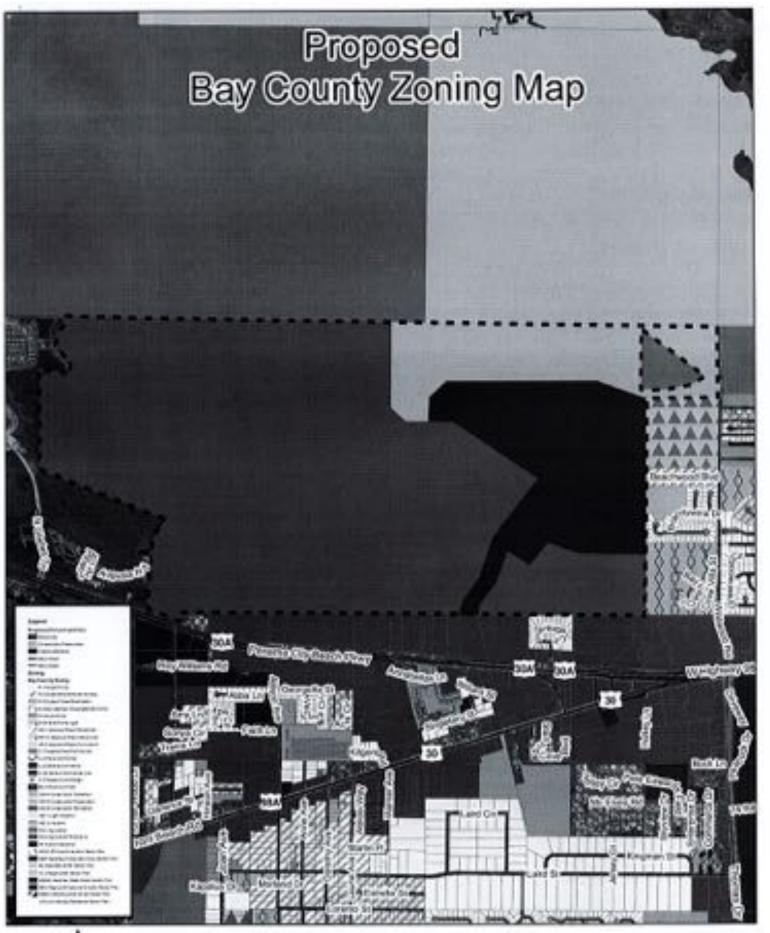
ATTEST:

BillKing Clock ANTIMAN OF Kim Rodgers, Deputy Clerk

Approved as to correctness of form:

Office of the County Attorney

oc: Bay County Property Appraiser





Map created using ArcReader provided by Bay County GtS. Projection:NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet This GIS data is not a legal representation of the features depicted; any assumption of the legal status of this data is herby disclaimed. Prepared by Bay County Planning and Zoning

BAY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES January 03, 2018 – Continued

County Manager Majka stated that the bypass property transfer was a land donation from The St. Joe Company.

Commissioner Carroll noted that his firm was performing work with the company donating the land, and would recuse himself from discussion or voting on the agenda item.

Commissioner Tunnell made a motion to approve the recommendations of staff. Commissioner Griffitts seconded the motion. The roll was called and the motion carried with a vote of 4-0, with Commissioner Carroll recused (Form 8B Memorandum of Voting Conflict attached).

Proposed Triumph Gulf Coast, Inc. Projects and Programs

<u>Recommendation</u>: Board discuss Triumph Gulf Coast, Inc. pre-applications of proposed projects and programs to be located in Bay County, and consider making pre-application recommendations to the Triumph Gulf Coast Board.

County Manager Majka stated that the Board had recently discussed making preapplication recommendations to the Triumph Gulf Coast Board, and that staff would then prepare that information to be submitted to the Triumph Board through Chairman Dozier.

The Board members commented on and discussed that a number of projects had been provided; that projects would be identified that would best help Bay County, and a list then provided to the Triumph Board; that County Board member project lists could be shared and a consensus used; that each project was relative and had good uses; that the Triumph Board had provided a list of six criteria at its last meeting in Bay County; that Bay County was only providing recommendations; that the Triumph Board Project Administrator had been hired; that Triumph Gulf Coast was designed to provide the opportunity to generationally transform local economies by diversification beyond tourism with advanced economic opportunities; that educational and technical training project opportunities steod out; that some projects were repetitive and addressed projects already in progress or in planning; and, that comments from the Triumph Board members had been noted.

Chairman Dozier noted the Port Panama City East Terminal Expansion and the Gulf Coast State College Advanced Manufacturing Innovation Institute.

Commissioner Tunnell noted that Triumph Gulf Coast monies would be distributed as that Board saw fit.

> COUNTY COMMISSION MINUTES BOOK 42 PAGE - 4

Commissioner Hamm noted projects 15-Gulf Coast State College Advanced Manufacturing Innovation Institute, 10-Bay District Schools STEM Workforce Training Center, 11-Bay District Schools Manufacturing Academy Expansion: Welding Workforce Training Lab, 12-Bay District Schools Haney Pipelitter Program Renovation/Expansion, 22-Florida State University Panhandle Aging Research Center, 2-Northwest Florida International Airport Project SoHo, 3-Northwest Florida International Airport Project Blue Star, 4-Panama City Beach Convention and Visitors Bureau PCB Sports Park & Stadium Complex, 6-Port Panama City East Terminal Expansion, and 5-Eastern Shipbuilding Group, Inc. Vessel Manufacturing.

Commissioner Tunnell noted projects 1-Northwest Florida International Airport Project Crosswind Runway, 4-Panama City Beach Convention and Visitors Bureau PCB Sports Park & Stadium Complex, 5-Eastern Shipbuilding Group, Inc. Vessel Manufacturing, 6-Port Panama City East Terminal Expansion, 10-Bay District Schools STEM Workforce Training Center, 11-Bay District Schools Manufacturing Academy Expansion: Welding Workforce Training Lab, 12-Bay District Schools Haney Pipelitter Program Renovation/Expansion, 14-Bay District Schools Triumph Pre-K Academy, 15-Gulf Coast State College Advanced Manufacturing Innovation Institute, and 22-Florida State University Panhandle Aging Research Center.

Commissioner Carroll noted projects 1-Northwest Florida International Airport Project Crosswind Runway, 4-Panama City Beach Convention and Visitors Bureau PCB Sports Park & Stadium Complex, 5-Eastern Shipbuilding Group, Inc. Vessel Manufacturing, 6-Port Panama City East Terminal Expansion, 10-Bay District Schools STEM Workforce Training Center, 11-Bay District Schools Manufacturing Academy Expansion: Welding Workforce Training Lab, 12-Bay District Schools Haney Pipefitter Program Renovation/Expansion, 15-Gulf Coast State College Advanced Manufacturing Innovation Institute, and 22-Florida State University Panhandle Aging Research Center.

Commissioner Griffitts noted projects 1-Northwest Florida International Airport Project Crosswind Runway, 2- Northwest Florida International Airport Project Soho, 3-Northwest Florida International Airport Project Blue Star, 4-Panama City Beach Convention and Visitors Bureau PCB Sports Park & Stadium Complex, 5-Eastern Shipbuilding Group, Inc. Vessel Manufacturing, 6-Port Panama City East Terminal Expansion, 10-Bay District Schools STEM Workforce Training Center, 11-Bay District Schools Manufacturing Academy Expansion: Weiding Workforce Training Lab, 12-Bay District Schools Haney Pipelitter Program Renovation/ Expansion, 15-Guil Coast State College Advanced Manufacturing Innovation Institute, and 22-Florida State University Panhandle Aging Research Center.

> COUNTY COMMISSION MINUTES BOOK 42 PAGE - 5

BAY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES January 03, 2018 – Continued

Chairman Dozier noted projects 1-Northwest Florida International Airport Project Crosswind Runway, 2- Northwest Florida International Airport Project Soho, 3-Northwest Florida International Airport Project Blue Star, 5-Eastern Shipbuilding Group, Inc. Vessel Manufacturing, 6-Port Panama City East Terminal Expansion, 10-Bay District Schools STEM Workforce Training Center, 11-Bay District Schools Manufacturing Academy Expansion: Welding Workforce Training Lab, 12-Bay District Schools Hanoy Pipelitter Program Renovation/Expansion, 15-Guil Coast State College Advanced Manufacturing Innovation Institute, and 22-Florida State University Panhandie Aging Research Center.

County Manager Majka stated that, based on the Board's input, projects 1, 5, 6, 10, 11, 12, 15, and 22 had unanimous consent; that other projects Board members mentioned were project 2 (noted 3 times), project 3 (noted 3 times), project 4 (noted 4 times), and project 14 (noted 1 time); and, that one project did not receive any response from the Board members.

Chairman Dozier stated that, having working on the Economic Development Alliance in the past, projects 2 and 3 stood out as part of diversifying the economy and adding jobs to help raise the pay scale.

Commissioner Hamm stated that, per Economic Development Alliance President Becca Hardin, projects 2 and 3 were contingent on Triumph Gulf Coast funding and met diversity criteria.

County Manager Majka stated that projects 1-6, 10-12, 15, and 22 would be forwarded to the Triumph Gulf Coast Board.

Commissioner Griffitts made a motion to recommend to the Triumph Gulf Coast Board all projects having received three or more votes. Commissioner Carroll seconded the motion. The roll was called and the motion carried with a vote of 5-0.

- C. Public Works Department
 - Authorize Department of Transportation Regional Incentive Program Agreement for County Road 389 Turn Lanes

Recommendation: Board: 1) Approve the Transportation Regional Incentive Program Agreement with the Florida Department of Transportation for Design and Construction of a Southbound Right Turn Lane at County Road 389 and U.S. Highway 231, and a Westbound Turn Lane at County Road 389 and State Road 77; and, 2) Authorize the Chairman to sign the agreement and authorizing resolution.

COUNTY COMMISSION MINUTES BOOK 42 PAGE - 6 BAY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES November 07, 2017 – Continued

- VI. Regular Agenda
 - A. Budget Office
 - Recommend Project Gorrie as a Qualified Target Industry Business and Approve Local Tax Refund Match

<u>Recommendation</u>: Board adopt a resolution of support and approve 20% in local match funds (\$30,000) for Project Gorrie under Florida's Qualified Target Industry Tax Refund (QTI) economic incentive program as outlined in Florida Statute 288.106.

Economic Development Alliance President Becca Hardin stated that Project Gorrie was an international automotive manufacturing supplier to domestic original equipment manufacturers; that they were reviewing an existing property located in the City of Panama City; and, that they were expected to create 50 new jobs.

Commissioner Tunnell made a motion to approve the recommendations of staff. Commissioner Griffitts seconded the motion. The roll was called and the motion carried with a vote of 5-0. (RESOLUTION NO. 3489)

> PanCare of Florida, Inc. Request for Matching Florida Agency for Health Care Administration Low Income Pool Funds

Item removed from the agenda (see item II).

- B. <u>County Manager's Office</u>
 - 1. Proposed Triumph Gull Coast, Inc. Projects and Programs

Recommendation: Board direct staff to transmit to the Triumph Gulf Coast, Inc. Board 19 project pre-applications believed to be eligible for consideration.

County Manager Robert Majka, Jr., stated that 19 projects had been received by Bay County; that there were three projects submitting directly to Triumph Gulf Coast, Inc.; that funding asked from Bay County would exceed \$200 million; that staff had completed a summary of the projects provided to the Board; and, that an analysis determined connections between each project and the Triumph statute, Triumph Gulf Coast, Inc. guidance, the Northwest Florida Forward Strategic Plan, and the Bay County adopted Strengths, Weaknesses, Opportunities, and Threats (SWOT) process.

> COUNTY COMMISSION MINUTES BOOK 41 PAGE - 218

BAY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES November 07, 2017 – Continued

Chairman Dozier stated that direction from the Triumph Board was to collect and forward the qualified data.

Commission members commented on sending projects through to Triumph; that the Commission had not been asked to rank the proposals; that it was felt that the Triumph Board would appreciation direction from Bay County; that certain projects should receive preference; that support should be given to the industrial and educational economy; that the educational system was not providing industry and science job enhancement opportunities; that the workforce needed development; that it was incumbent upon Bay County to send a list of preferred projects; that Bay County was not doing what Triumph Gulf Coast wanted them to do; that staff had concerns on whether Triumph Gulf Coast would or could support private infrastructure; that Triumph Gulf Coast would or could support private provide direction and receive County Commissions' input; and, that several projects listing Bay County as co-applicant should be cleaned up prior to submittal.

Chairman Dozier stated that the direction from Triumph Gulf Coast was to collect and fast track the proposals, and a more detailed application and more specific information would follow.

Commissioner Tunnell stated that sending all 19 proposals was just going through the motions; that he would like to narrow the focus of the projects; and, that Bay County's current efforts were a disservice to the Commission's responsibility.

RESTORE Act Coordinator Jim Muller stated that it was a new process; that Triumph had not defined a ranking process; that by statute, Triumph would create a scoring process, but the statute did not define a selection process; that there had been Triumph Board member comments in favor of County Commissions' input; that the Board could say there were some proposals or types of proposals they preferred; that it was still the pre-application process; and, that Triumph Guil Coast had no rules or selection process at that time.

Commission members and staff further commented on the possibility of cutting someone who could benefit; that the Commission had no rules, clear definitions, or directions; that it would be unfair to remove an applicant without more parameters and boundaries; that once the Triumph Gulf Coast Board had full applications and staff analysis, Bay County could then make recommendations; that the preapplications locked in all the prejects; that proposals could be supplied directly to Triumph Gulf Coast and not through Bay County; and, that Bay County could interpret the statute differently than the Triumph Gulf Coast Board.

> COUNTY COMMISSION MINUTES BOOK 41 PAGE - 219

BAY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES November 07, 2017 – Continued

Commissioner Griffitts made a motion to forward the 19 projects. Commissioner Carroll seconded the motion. The roll was called and the motion carried 4-1, with Commissioner Tunnell dissenting.

C. Purchasing Office

1. Outside Agency Community Services Funding Agreements

Becommendation: Board authorize Chairman to sign the FY 2017/2018 Outside Agency Community Services Funding Agreements for the period of October 1, 2017 through September 30, 2018. (Alignment of Bay County \$25,000, Anchorage Children's Home of Bay County \$45,000, Boys & Girls Clubs of Bay County \$15,000, Chemical Addiction Recovery Effort, Inc. \$15,000, Early Learning Coalition of Northwest Florida \$50,000, Second Chance of Northwest Florida, Inc. \$10,000, St. Andrew Bay Center, Inc. \$14,500, and St. Andrew Community Medical Center, Inc. \$200,000)

Purchasing Department Director Wendi Sellers presented the item and stated that the funding contracts had been previously approved at the October 17, 2017 Board meeting.

Commissioner Hamm made a motion to approve the recommendation of staff. Commissioner Carroll seconded the motion. The roll was called and the motion carried with a vote of 5-0.

- D. Utility Services Department
 - 1. Deer Point Reservoir Drawdown

<u>Recommendation</u>: Board authorize staff to: 1) Initiate the drawdown of Deer Point Reservoir from November 20, 2017 to February 28, 2018; and, 2) Advertise the drawdown in order to allow citizens to obtain any permits required for maintenance activities, including vegetation removal.

Utility Services Department Director Ben Bitch stated that Bay County worked with the Florida Fish and Wildlife Conservation Commission (FWC) to manage vegetation in Deer Point Reservoir by performing drawdowns; that last year the FWC recommended an extended drawdown of approximately 100 days and lowering the Reservoir to the lowest level possible; that information provided to the Board showed a slight decrease in vegetation; and, that aerial information showed a significant decrease in surface vegetation on the Reservoir.

> COUNTY COMMISSION MINUTES BOOK 41 PAGE - 220

2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N98000001843

Entity Name: PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

Current Principal Place of Business: 12001 PANAMA CITY BCH PKWY

PANAMA CITY BEACH, PL 32813

Current Mailing Address:

P.O. BOX 9473 PANAMA CITY BEACH, FL 32417

FEI Number: 59-3507881

Name and Address of Current Registered Agent:

Electronic Signature of Registered Agent

ROWE, DANIEL J 17001 PANAMA CITY BEACH PARKWAY PANAMA CITY BEACH, RL 32413-US

The above maned entry automic this adventent for the purpose of changing its registered office or registered agent, or both, in the State of Favilia.

SIGNATURE:

Officer/Director Detail : Tille CHARMAN Title Wb. PHILLIPS, ANDREW Norse Noree WILKES, SHELTON Address 22901 FANAMA CITY BEACH PRWY. Address 12201 MODLE BEACH ROAD City-State-Zip. PANAMA CITY BEACH FL 32413 City-Otex-Zip PARAMA CITY BEACH FL 3046F Table \$10 118a DRECTOR WILLSINGHAM, GARY Namie PATRONIS, JOHN Alterna Address 9607 FRONT BEACH ROAD Address 5251 N. LAGOON DRIVE PANAMA CITY BEADH FL 32HEF City-Entre-Zier City-Blake-Zip. PANAAMA CETY FL 32408 Title DRECTOR PRESIDENT 1080 Magnet THOMAS, GEORGE M Name ROWE, DANIEL J Address 110-S. ARNOLD ROAD 17001 PANAMA CITY BEACH PHINY A33/005 City-State-Zipi FANAMA CITY BEAD4 FL 32413 PANAMA CITY BEACH FL 32413 City-Sinke-Zax. fillo. DRECTOR 10 Au DRECTOR PEASE, CLAIR Noria Karne CHESTER, PHIL Address P.O. BOX 9418 Address 110 S. ARNOLD ROAD CITY-BERR-ZE: PARAMA CITY BEADH FL 32617 City-State-Zai. PANAMA CITY BEACH FL 32413

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SIGNATURE: DANIEL J. ROWE

PRESIDENT/CEO

01/25/2018 Date

Electronic Signature of Signing Officer/Director Detail

Dute

Certificate of Status Desired: No

FILED Jan 25, 2018 Secretary of State CC3469150912

1

Officer/Director Detail Continued :

Title	DIRECTOR
Name	GRIFFITTS, PHILIP JR.
Address	640 W. 11TH STREET
On-Stee-Zip	PANAMA CITY FL 20401

Title	ORRECTOR
Nene	CHAPMAN, DAVID
Address	9400 SOUTH THOMAS DRIVE
City-State-Zip	PANAMA CITY BEACH FL 32408



OFFICE OF COUNTY MANAGER

840 West 11th Street Panama City, Florida 32401 Telephone: (850) 248-8140 Fax: (850) 248-8153

March 8, 2018

BOARD OF COUNTY COMMISSIONERS

Dan Rowe 17001 Panama City Beach Parkway Panama City Beach, FL 32413

Dear Mr. Rowe,

The Bay County Board of County Commissioners unanimously offered its approval during its regular meeting Tuesday, March 6 of the construction of the first phase of the Panama City Beach Sports Park & Stadium Complex. The purpose of this letter is to reiterate our support for the construction of this complex in its entirety, including any subsequent phases to follow the initial construction.

The first phase of the project will enhance the variety of tournaments Panama City Beach will be able to host, and will fulfill the Bay County Board of County Commissioners' goal of increasing Bay County's appeal as a year-round, family oriented tourist destination. The outdoor fields and walking and biking trails are in line with this goal.

The Bay County Board of County Commissioners fully supports the expansion of the project in Phase 2, however, and respectfully requests Triumph Gulf Coast's approval of this project that will be transformative for the area. The Phase 2 Indoor Sports Center will house a host of sporting facilities, including basketball and volleyball courts and will accommodate indoor sports like wrestling, gymnastics and cheerleading. The space may also be used to draw trade shows and expositions.

This project, once completed, will offer high-quality visitor amenities, state-ofthe-art athletic facilities, and will be on par with the finest sports complexes throughout the country. The facility, in its first 10 years' of operations, is expected to make a total economic impact of \$309 million.

Thank you for your consideration.

Sintere Robert J. Majka County Manage

RAD WEST TITE STREET

COMMISSIONERS

DISTRICT 1

POBERT CARROLL DISTINCT 6

WELIAM F. DOCIEN DISTRICT IN

DAY IN TURNELL DRITINGT //

PHUP SAFE SPECIFIES DISTRICT V

COURT VIAMAGES



PANAMA CITY BEACH

March 8, 2018

Mr. Dan Rowe President & Chief Executive Officer Panama City Beach Convention and Visitors Bureau 17001 Panama City Beach Parkway Panama City Beach, FL 32413

Dear Mr. Rowe:

Please be advised that the City of Panama City Beach enthusiastically supports construction of the new Sports Park & Stadium Complex on the beach's east end. This new public asset will spark transformational changes that improve services to our citizens and further evolve the City as a yearround destination.

Among the many benefits of the sports complex:

- Diversification of the tourism product to spread visitor demand throughout the year;
- Transportation infrastructure improvements to enhance traffic flow and ease congestion on Panama City Beach's roadways;
- Expansion of the city's reclaimed water system to serve newly-developed areas and reduce demand on the water treatment system; and,
- Incremental revenue from sales taxes, fees and other sources of funds associated with new development and increased demand for services.

The Panama City Beach Sports Park & Stadium Complex will be much more than a venue for sporting events. Because of its impact far beyond the fields of play, the City fully endorses this project and the Panama City Beach Convention and Visitors Bureau' application for Triumph Gulf Coast funding.

Sincerghy,

The Honorable Mike Thomas Mayor

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Vice-Mayor Council Josin B. Stange John Rachard Honor Sole Phil Chavler

City Adversey Arrival Style's City Manager Manu General

City Clerk Jo Smith

FAX (850) 233-5108



WELDAR V. HUTPLET THE Supervised ext

1211 Ballon Avenue Parante Dig, Portile 30405-3089

850) 757-4108 Hearing Impaired Access (528) 855-8770 Voice (800) 905-4771 100

www.boy.k12.hus

Board Uprobers:

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March 8, 2018

To whom it may concern:

I am pleased to write this letter in support of Panama City Beach Convention & Visitors Bureau's application for Triumph Gulf Coast finding of the new sports complex. Bay District Schools is very excited about the opportunities this complex will offer for our students and we're thrilled to see this project move closer to fruition. Bay County is dependent on tourism as a primary economic driver and this project will provide opportunities to attract tourists who may not previously have planned to make Panama City Beach their sports destination choice.

The primary mission of the CVB is marketing Panama City Beach as a world class vacation experience. This Sports Park & Stadium Complex project will provide state-of-the-art facilities, expand tourism into off/low seasons, generate jobs and increase tax revenues. Bay District Schools works closely with community stakeholders to establish career pathways that meet both short- and long-term employment gaps as well as preparing students for college, university or the military. A good example of this partnership can be found in the five Hospitality and Lodging Career and Technical Education (CTE) programs at our high schools which complement the already-established four Culinary CTE programs.

There are currently 345 high school students enrolled in the Hospitality and Tourism CTE programs. These students have the opportunity to carn a Front Desk Supervisor Certification which requires 100 hours of industry work experience in field as well as the requirement that students must pass a comprehensive exam at the end of year one and two of the program. The Culinary programs currently have 542 high school students enrolled. These students are engaged in learning culinary operations and will have the opportunity to earn the Safeserv Certification which is a prerequisite for working in a professional kitchen. Both of these programs focus on customer service, guest relations, soft skills, food presentation, food safety and marketing. The Sports Park & Stadium Complex project is critically important to our community as it extends the traditional "tourist season" to a more balanced year-round tourist destination. As Bay District Schools prepares students for a myriad of careers in the hospitality and tourism career industry, it is critical that the jobs provide year-round employment opportunities, career progression and health benefits. These factors are critical to maintaining stable families and, in turn, change the learning profile of the students in Bay County Schools as economic stability improves throughout the county. We know that the employment opportunities offered by this complex will increase the likelihood that some of these talented students will stay in Bay County because they will see viable career options and opportunities for advancement in their field.

It's not news to anyone that Panama City Beach is growing. According to U.S. Census data, from 2012 to 2016, there has been a yearly increase in the total population living in Panama City Beach with a median income of over \$50,000 a year (see Table 1.0). Specifically, families with children ages 14 and under are a staple base that consists of over 14% of the total population (see table 2.0). As a result, our elementary schools in the area are at, or near, capacity and public recreational facilities are in demand.

	2016	2015	2014	2013	2012
Total population	12,333	12,092	11,884	11,750	11, 623
Median Income	\$3,251	54,406	53, 242	51, 459	50,047
Source: U.S. Const U.S. Consus Burea		(population): nunity Survey 3		

			(by percentage [6]		
	2016	2015	2014	2013	2012
Under 5 yrs	5.4	5.0	5.1	4.6	5.2
5-9 yrs	4.8	4.2	4.1	5.3	5.4
10-14 yrs	-4.1	3.9	5.2	6.4	6.1

The growth on the beach is prompting us to begin forecasting the need for a new school on the beach which will, in turn, generate additional infrastructure such as new roads and perhaps new neighborhoods. The sports complex stands to be the jewel in the crown of this new development and will truly be transformational in the rebranding of the beach from a seasonal tourist destination to a year-round destination for families and generations to come.

We believe firmly in the role that extra-curricular activities play in the development of a well-rounded child and we're excited to see our students, and coaches, will have more opportunities to play and compete in their own hometown. The complex will offer unlimited opportunities for workforce development for our students and will be an asset for our Chamber of Commerce team as they continue to recruit new businesses for our area. The economic impact of this complex is likely immeasurable.

Sincerely,

Bill Husfelt Superintendent, Bay District School



March 7, 2018

Triumph Gelf Coast, Inc. P.O. Box 12007 Tallahassee, FL 32317

Re: Panama City Beach Convention and Visitors Bureau, Inc.'s Sports Park * Stadium Project Triumph Gulf Coast Application

Dear Triumph Gulf Coast, Inc.,

Please accept this letter of support for the application of Panama City Beach Convention and Visitors Bureau, Inc. The proposed Sports Park & Stadium Complex project is an important project to attract the growing sports tourism markets to Bay County further promoting Bay County as a year-round destination.

With the funding of this project, Bay County can offer a year-round sports hub to elite players, coaches and their families traveling from untapped sports-related markets all while promoting a coastal vacation experience. It will serve as a destination in itself, but also promote growth for existing and new businesses, thereby increasing revenues for all of Bay County.

The support and funding of the Sports Park & Stadium project will result in a long term economic benefit for Bay County. We appreciate your consideration of this application.

Sincerely, Jorge Gonzalez President and CEO

COMBINED BOARD MEETING Bay County Tourist Development Council Panama City Beach Convention & Visitors Bureau, Inc. Panama City Beach

Friday, May 12, 2017

m.4 00:8

Council Room, POB City Half

Board Members Present:

Philip Griffitts, Jr., Chairman Andy Phillips, Vice Chairman Phil Chester **Yonnie Patronis**

Clair Pease Mike Thomas Gary Walsingham

Board Members Absent: **Duvid Chapman**

Buddy Willies

Staff Present: Dan Rowe, Jayna Leach, Brianna Webb, Richard Sanders, J. Michael Brown, Tracy Risthail, Anne Williams, Marcia Bush, Doug Sale, Legal Counsel.

Others Present: Ashley Stukey, Bob Majka, Bil Kinsaul, Joey Ragers, Charlene Honnen, Jennifer Vigil, Jack Bishop, Julie Gordon, John Bunaway, Tom Putnam, Mario Gisbert, Drew Whitman, Ricky Raimy, Kristin Layman, Melonie Sturm, Stephanie Naman, Kara Doran, Anno Didio, Elizabeth Moore, Clant Seay, Gary Akeni, Joel Tindal, Margo-Fullique.

£. CALL MEETING TO ORDER.

Chairman Philip Griffitts, iz. called the meeting to order at 8:00 a.m.

FOLL CALL в.

There were seven members present, and two members absert.

A. Invocation

Mr. Chester gave the Invocation.

B. Fledge of Allegiance

Mr. Patronis led the Pledge of Allegiance.

Mr. Walsingham arrived at 8:02 a.m. Note:

HI. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)

None.

IV. UPDATE ON TOURIST DEVELOPMENT TAX COLLECTIONS, Ms. Charlene Honnen, Tourist Development Tax Specialist

Ms. Charlene Honnen, tourist development tax specialist, reported that March 2017 Panama City Beach tourist. development tax collections were up 19.18% over the same period in 2006; year-to-date collections are up 15.82%. over 2015. She reviewed the value of one cent report for Panama City Beach. Ms. Honnon reported that Panama City collections for March 2017 were down 2.82% from the same period in 2016; year-to-date collections are up 1.72%. She reviewed the value of cent report for Panama City. Ms. Homen reported that Mexico Beach

> TDC/CVB Contribut Board Monting Friday, May 12, 2017 Fage 2 of \$

collections for March 2017 are up 20.47% over the same period in 2016; year-to-date collections are up 20.47%. She reviewed the value of one cent report for Mexico Beach.

Ms. Honnen then reviewed the schedule of allocation report. She added that there were more enforcement efforts in March 2017 over 2016. In review of the report for Panama City Beach, Ms. Honnen reviewed the gross receipts vs. income producing units chart, the percentage of condos rented vs. inventory by month, the seasonal gross receipts three-year comparison chart, the year to-date monthly gross receipts comparison, and the enhanced data (number of units/revenue). The Board had discussion about exempt rentais (military, religious).

V. CONSENTAGENDA

Mr. Rowe read the Consent Agenda into the record.

- A. EINANCIAL STATEMENTS Approve CVB/TDC Financial Statements Dated February 28, 2017
- BEACH NOURISHMENT Approve CB&I Coastal Planning & Engineering Invoice #310323-RI-00636, and Dewberry Engineers, Inc. Invoice #1411393
- C. BEACH RENOURISHMENT PROTECT Approve Pay Request #2, Weeks Marine
- D. SPORTS FACILITIES Approve Anchor CEI, Inc. Invoice #83
- E. BUDGET AMENDMENT Approve Panama City CDC Budget Amendment.

Mr. Wahingham moved, seconded by Mr. Chester, that the Board approves the Consent Agenda, Item A, CVB/TDC Financial Statements dated February 28, 2017; Item B, CBBI Coastal Planning & Engineering invoice #310323-RI-00636 in the amount of thirty-nine thousand eleven dallors and twenty cents (\$35,011.20), and Dewberry Engineers, Inc. Invoice #1411393 in the amount of nine thousand ninety-five dallars and no cents (\$9,095.00); Item C, Weeks Marine pay request #2 in the amount of six million one hundred farty thousand five hundred thirty-three dallars and ninety-five cents (\$6,140,533.95); Item D, Anchor CD, Inc. Invoice #E3 in the amount of twenty thousand six hundred alghty-three dallars and thirty cents (\$20,683.30); and Item E, recommend to the Bay County Board of County Commissioners an amondment to the contract for the Panama City Community Development Council. Matian passed by the following vote:

Mr. Walsingham	Yes	hir. Phillips	NP
Mr. Chester	Tes	Mr. Thomas	Tes
Mr. Patronis	Yes	Mr. Griffitts	Yes
Ms. Pease	Yes		

NP + Not present for vote

VI. PRESENTATIONS

 2017 Spring Campaign Update and Creative Review, Mrs. Jayna Leach, VP of Marketing: Ms. Kristin Layman and Ms. Melonie Sturm, Luckie & Company; Ms. Kara Doran, Brand Networks

Mrs. Jayna Leach, VP of Marketing, stated the Board will be shown a presentation of the creative for the "Make It Yours" campaign, including new images, the various personals, assets, and receiving a report from Brand Networks, the CVB's social media partner. Copies of the presentations are filed with the record of the meeting.

Ms. Melonie Sturm, Luckie & Company, reviewed the objectives and strategies that the agency initially proposel, including dynamic segmentation and digital first. She then reviewed high level numbers from the spring campaign (digital impressions; social impressions; social, native and video are highest performers; increase in site sessions and pages viewed; increased sessions; and overall click-through rate is 0.18% compared to industry standard of 0.08%).

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Ms. Sturm discussed the 2rd and 3rd guarter media approach. She stated that the media plan looks the same, but with customization and segmentation, the agency is able to make adjustments on the back end. Current activity is a lighter media spend, and broader audience to reach all segments for summer travel. Beyond the July 4th holiday, the agency will pivot to fall travelers (IOS families, young souples, and empty nesters). She reviewed the 2rd and 3rd guarter media approach (television, radio, and digital).

Ms. Stephanie Naman, Luckie & Company, then reviewed the "Make it Yours" campaign. She presented four videos (family, beach, adrenaline, and romance/laid back personas). The campaign is an invitation to "Make it Yours" and creates a serie of belonging for first-time and returning visitors alike. Ms. Naman stated that the campaign is being brought to life on the website to serve up information in a more engaging way. There will be a travelor guiz to help plan visitors plan their vacations, and a "Make it Yours" vacation video tool. She presented the creative execution for print ads and video/television, website integration, and digital (pre-rell, rich media, static basiners, Contobox). The agency is collecting data by collecting email addresses (what are people responding to in order to optimize).

Ms. Kara Doran, Brand Networks, stated that Brand Networks is a leading media partner with Facebook, Shapchat, Linkedin, and Twitter, and other social media platforms. She gave a brief background of the company and reviewed some of its clients. She explained how the CVB, the agency, and Brand Networks work together (develop creative, overarching campaign initiatives, strategies); Brand Networks then creates the media plan, does the targeting, creates the audiences to target, executes/optimizes content). She then reviewed the 1st quarter report (January – April). She stated that website traffic, events, and video consumption are the 2017 primacy objectives. Ms. Anna Didio, Brand Networks, discussed their proprietary technology which automatically optimizes to the top performer in testing. Ms. Doran stated that Panama City Beach is a leader when it comes to this type of technology. Ms. Didio reviewed Panama City Beach's metrics. Mr. Rowe stated that Panama City Beach tracks above industry standards.

VII. BOARD ACTION ITEMS

A Discuss and Consider for Recommendation to the Bay County Board of County Commissioners Financing Options for the Panama City Beach Sports Park and Stadium Complex, Mr. Ashley Stukey, Budget Office, Bay County

Mr. Bob Majka, County Manager, stated that the financial advising team was in attendance. Mr. Gary Akeri, Hillitop Securities, summarized the action taken by the Bay County Debt Committee. He stated that proposals were received from banks and underwriters on March 20, 2017. A summary was prepared of all proposals and were considered by the Debt Committee. In that meeting, Compass Bank was the selected bank. They proposed various options; a 10-year, 15-year, or 20-year term. The Committee selected, with input from the TOC, 10-year and 15options. In addition, in the event there would be a bond issue, Wells Fargo was selected as the underwriter on that for a 30-year term. Mr. Akers then reviewed the three options (10-year bank loan, 15-year bank loan, 30-year bond issue). The Board discussed the options presented to them.

Mr. Griffitts stated that the Debt Committee was comprised of himself, Mr. Majka, and Mr. Stukey. It was decided that these three options were the best to bring before the Board. Mr. Griffitts stated that it was his opinion to consider the bank loan scenarios. Mr. Rowe stated that about \$2-2.5 million could be amended into the budget from escass collections every year. Mr. Rowe added that there will be an FFBE Reserve negotiated with the sports park management company.

Note: Mr. Phillips arrived at 8:55 a.m.

There was discussion about pre-paying the principal. Mr. Akers stated that with the 15-year bank loan term, principal can be pre-paid in part after two years.

> 10C/CVB Contributed Internet Moneting Trictary, Mary 12, 2013 Page & of &

Mr. Patronis moved, seconded by Ms. Pease, that the Board accepts the 15-Year Bank Loan Option for the Panama City Beach Sports Park and Stadium Complex, and to make that recommendation to the Board of County Commissioners for approval.

MV. Justin Tate, 88VA Compass, made clarification about pre-payment to the 10- or 15-year options. Since March 20, 2017, the all-in true interest cost has gone down to about 3.05% on the 15-year option.

Motion passed by the fo	Nowing unanimous v	0001	
Mr. Petronis	Yes	Mr. Thomas	Fer
Ms. Pease	Yes	Mr. Walsinghom	Kes
Mr. Chester	Yes	My, Gulffithi	Fire
Mr. Phillips	Yes		

VII. BOARD DISCUSSION ITEMS

A. Public Safety Funding Priorities, Mr. Bob Majka, County Manger, Bay County; Mr. Mario Gisbert, City Manager, City of Panama City Beach

Mr. Bob Majka, County Manager, addressed the Board the use of TDC hunds approved by the State legislature for helping to offset the expense to local government for public safety services as it relates to tourism. The County is requesting \$185,000 to County's lifeguard program. That represents approximately 74% of the expense they will have between April – October for the lifeguard program (for the tourism season). The majority goes to personnel costs and some of it is used for equipment costs. The County will come back and report on how those funds were utilized. An additional tower was added at Rick Seltzer Park. Mr. Mario Gisbert, City Manager, discussed the costs for the lifeguard program at the City Pier. Mr. Gisbert discussed the costs for additional public safety (policing).

Mr. Rowe explained the legislation for Bay, Walton, and Okaloosa counties; up to 10% of three cents of the tourist development tax for public safety. For Bay County, the third cent is pledged to beach renourishment, so Bay County's "up to 10% of three cents" is "up to 10% of two cents," which is about \$665,000. This is a reimbarsement program by the County Commission upon recommendation of the TDC. The funds are set aside on the TDC side of the ledger. The funds have been set aside for this purpose. Mr. Griffitts added that the CVB has paid overtime for the police and EMT for the CVB-sponsored events.

The funds are spent between the two agencies; \$330,000 for each agency. The County request is for \$165,000 for the lifeguard program, and \$165,000 to the Sheriff's Office. Mr. Rowe suggested that the City's request be for \$120,000 for the lifeguard program, and \$210,000 for the PCB Pulse Department. The funds would be for manpower and resources that put a drain on the departments due to tourism. The Board had further discussion about the public safety funding for the two agencies, and suggestions were made on how to utilize the funds. There was further discussion about required manpower for the month of March, and into April.

Ms. Pease moved, seconded by Mr. Chester, that the TDC approves the reimbursement for public safety funding to Bay County in the total amount of three hundred thirty thousand dollars and no cents (\$330,000.00), with the amount of one hundred sixty-five thousand dollars and no cents (\$165,000.00) allocated to the County's Efeguard program, and one hundred sixty-five dollars and no cents (\$160,000.00) allocated to the Bay County Sheriff's Office; and to approve reimbursement for public safety funding to the City of Paname City Beach in the total amount of three hundred thirty thousand dollars and no cents (\$330,000.00), with the amount of one hundred twenty thousand dollars and no cents (\$120,000.00) allocated to the City's lifeguard program, and the amount of two hundred ten thousand dollars and no cents (\$210,000.00) allocated to the Paname City Beach Police Department; and to have continuity between the two lifeguard programs through fail break. Motion passed by the following unanimous vote:

> TDC/CVB Combined Board Monting Finding, Mary 12, 2017 Page 3 of 6

Ms. Pease	Tes	Mr. Thomas	Yes
Mr. Chester	Yes	Adr. Walsingbarn	Yes
Mr. Patronia	Yes	Mr. Gnifflets	Yes
Mr. Phillips	Yes	1170 C. C. 170 C. C. 171	

Mr. Sale stated it was important for this Board and elected officials to know that from a public finance standpoint, the conversation just had were unique to this community. The City has no ad valorem tax, and the tourism industry had grown. Public safety resources are strained as the seasonality of the destination is not just "100 days."

DC. PRESIDENT'S REPORT

Mr. Howe reported that the bids for the sports park will be opened on May 23, 2017. Mr. Rowe reported a special meeting following the bid opening will be called, as the Board serves as the evaluation committee. Mr. Rowe reported that there is now an executed preliminary agreement with Sports Facilities Management, and they are currently working on a pro-forma for the sports park. Representatives from Sports Facilities Management will be in attendance at the June Board meeting. Mr. Rowe reported that 822,000 cubic yards is being pumped on the lineach, and to date 200,000 cubic yards of send has been placed. The project is about 90% complete, and will be wrapping up shortly. Only 80,000 cubic yards of send are left to complete the project. The total cost of project is about \$24.4 million. Mr. Rowe reported that the webcam on the County Pier has eclipsed 1 million views.

X. CHAIRMAN'S REPORT

None.

KI. AUDIENCE PARTICIPATION

Mr. Clant Seay addressed the Board about the Gulf Coast Charity Horse Show, and presented a Community Service Award to the Board.

Ms. Margo Fullitove, representing Seaside Villas, addressed the Board regarding the expected completion of the beach renourishment project.

ADJOURNMENT

With no further business, the meeting was adjourned at \$40 a.m.

Respectfully submitted,

Marcia Bush, Recording Secretary

TDC/CVB-Combined Bound Meeting Friday, May 32, 2017 Page 8-of 6



Bay County Board of County Commissioners Agenda Item Summary

DEPARTMENT MAKIN Budget Office Johnship	G REQUESTINAME: n.A. Stakey, Builget Officer	MEETING DATE: 3/62018
	commendation from the TDC Board and th	e Bay County Debt Conveitae to select Compass BBVA for the of the Board to sign all-documents related to the financing
AGERDA Budget Office - Regular	BUDGETED ITEM? No BUDGET ACTION Budget anneatment needed to recognize the to rinking tax, asPACT SUBMARY STATEMENT The impact will be borne by Fund 128. Revenue will be outstanding	an proceeds and set up project account. It as any non-than sufficient to meet the debt service for the 15 years the log

The County's financial advisor went through all the respondents and presented to the debt committee the best respondents to the RFP. The debt committee voted to recommend to the TDC Board Compase BBVA for the Sports Park preject utilizing a 15 year ben.

On May 12, 2017 the County's financial advisor and representatives from the County attended a TOC Board meeting to discuss the debt committee's recommendation of Compass BBVA. The TDC Board voted to accept the recommendation of the debt committee and forward that recommendation to the Board of County Commissioners for a 15 year loan to fund the project.

> Type Lesse

Attached is the resolution Exhibit 1 for the financing. In addition, attached is the approved master resolution Exhibit 2 from December 2016 where the Board approved the original financing instrument for the project.

The resolution authorizes the Charman and Clerk to execute the agreement and to approve any charges.

	 	 _	_	
111/		 16.0	r .e.	

Description		
Description Deputy Deputy		
Name David Restation Robbs 2		

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA AMENDING AND SUPPLEMENTING RESOLUTION NO. 3420 OF THE COUNTY, ADOPTED DECEMBER 6, 2016; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$35,010,010 IN AGGREGATE PRINCIPAL AMOUNT OF ITS TOURIST DEVELOPMENT TAX REVENUE NOTES, SERIES 2018. IN ORDER TO FINANCE THE ACOUISITION AND CONSTRUCTION OF A PUBLICLY OWNED TOURISM SPORTS ARENA AND STADIUM COMPLEX: MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTES: PROVIDING CERTAIN TERMS AND DETAILS OF SUCH NOTES, INCLUDING AUTHORIZING THE SALE OF SAID NOTES TO COMPASS MORTGAGE CORPORATION: APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID NOTES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, as follows:

SECTION L FINDINGS. It is hereby found and determined that:

(A) On December 6, 2016, the Board of County Commissioners of Bay County, Florida (the "County" or "Issuer") duly adopted Resolution No. 3420, the "Original Resolution").

(B) The Original Resolution, as supplemented hereby, is referred to herein as the "Bond Resolution."

(C) The Original Resolution provides for the issuance from time to time thereunder of Bonds secured by the Pledged Funds, as defined therein, including the Tourist Development Tax Revenues, upon meeting the requirements set forth in the Original Resolution.

(D) The County deems it to be in the best interests of its citizens and taxpayers to issue its Tourist Development Tax Revenue Notes, Series 2018 (the "Series 2018 Notes") for the purpose of financing the Initial Project, as defined in the Resolution.

(E) Except as expressly amended hereby, the covenants, pledges and conditions in the Original Resolution shall be applicable to the Series 2018 Notes herein authorized and said Series 2018 Notes shall constitute "Bonds" within the meaning of the Original Resolution and specifically shall be the "Series 2017 Bonds" referenced in the Original Resolution.

(F) The principal of and interest on the Series 2018 Notes and all required sinking fund, reserve and other payments shall be limited obligations of the County, payable solely from the Pledged Funds, as provided in the Bond Resolution. The Series 2018 Notes shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the County, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision thereof, including the County, shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the County to pay the principal of the Series 2018 Notes, the interest thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the County except from the Pledged Funds, in the manner provided in the Bond Resolution.

(G) The Original Resolution provides that Bonds such as the Series 2018 Notes shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution adopted by the County, and it is now appropriate that the County determine such terms and details.

(H) It is hereby found and determined that the Series 2018 Notes to be issued by the County are unique in their terms and conditions and thus constitute debt not readily marketable at public sale. A public sale of the Series 2018 Notes is therefore found to be impractical in the prevailing bond market, and protection of the public interest necessitates the approval of a negotiated sale of the Series 2018 Notes directly to the registered owner or owners of the Series 2018 Notes (the "Holders").

SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to Section 2.02 of the Original Resolution, the provisions of the Act (as defined in the Original Resolution) and other applicable provisions of law. When used in this Supplemental Resolution, the terms defined in the Original Resolution shall have the meanings therein stated, except as provided herein.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF THE SERIES 2018 NOTES. (A) The County hereby determines to issue a series of Bonds in the aggregate principal amount not to exceed \$35,000,000, the final amount to be established as set forth in Section 6 hereof, for the principal purpose of financing the acquisition and construction of the Initial Project. All of the covenants, provisions and protection of the Bond Resolution afforded to Bondholders issued thereunder shall be afforded the Holders.

(B) The Series 2018 Notes shall be dated the day of their delivery, shall be issued as fully registered Notes; shall bear interest from their date of delivery, payable semi-annually, on April 1 and October 1 of each year, commencing on October 1, 2018, at the rate of _____% per annum, subject to adjustment as set forth in paragraph (C) below, and shall be repayable as to principal as established by the Chairman pursuant to Section 6 hereof. The "Bond Year" for the Series 2018 Notes shall mean the one year period commencing on each April 1 and ending on the following March 31.

For purposes of the payment of principal on the Series 2018 Notes, the Series 2018 Notes will be deemed a "Term Bond" under the Original Resolution with amortization installments equal to the amounts established pursuant to Section 6 hereof. The Series 2018 Notes shall be issued initially in a single denomination equal to the initial principal amount thereof, subject to lower denominations permitted upon transfer as set forth in Section 8 hereof. Interest on the Series 2018 Notes shall be calculated on a 360 day-year consisting of twelve thirty-day months. The form of the Series 2018 Notes shall be as set forth in Exhibit A attached hereto.

(C) If a "Determination of Taxability" (as defined below) shall occur, then the interest rate on the Series 2018 Notes shall be adjusted to cause the yield on the Series 2018 Notes, after payment of any increase in tax, to equal what the yield on the Series 2018 Notes would have been in the absence of such Determination of Taxability, taking into account the increased taxable income of the Holders as a result of such Determination of Taxability (the "Taxable Rate"). In addition, upon a Determination of Taxability, the County shall, immediately upon demand, pay to the Holders of the Series 2018 Notes (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2018 Notes during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2018 Notes bome interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holders as a result of the Determination of Taxability. As used herein, "Taxable Period" shall mean the period of time between (a) the date that interest on the Series 2018 Notes is deemed to be included in the gross income of the owner thereof for federal income tax. purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Series 2018 Notes bear interest at the Taxable Rate.

For purposes hereof, "Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest is includable in the gross income of the Holders for Federal income tax purposes as a result of the action or inaction of the Issuer; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the Holders of the Series 2018 Notes.

The above adjustments shall be cumulative, but in no event shall the interest on the Series 2018 Notes exceed the maximum rate permitted by law. The above adjustments to the interest rate on the Series 2018 Notes shall be effective for all periods during which tax treatment of the interest on the Series 2018 Notes by the Holders thereof is affected. Proper partial adjustment shall be made if the tax treatment is effective after the first day of the Holders' tax year or if the interest on the Series 2018 Notes does not accrue for the entire tax year of the Holders. Adjustments which create a circular calculation because the interest on the Series 2018 Notes is affected by the calculation shall be carried out sequentially, increasing the interest on the Series 2018 Notes on the interest rate on the Series 2018 Notes, until the change on the interest rate to the Holders caused by the next successive calculation of the adjustment is de minimis.

The Holders shall promptly notify the County in writing of any adjustment to the interest rate as required above and the calculation of the interest rate by the Holders shall be binding, absent manifest error. The Holders shall certify to the County in writing the additional amount, if any, due to the Holders as a result of an adjustment in the interest rate pursuant hereto.

(D) The Series 2018 Notes shall be subject to prepayment prior to maturity at the option of the Issuer in whole or in part at any time, upon at least five days' written notice provided to the Holders as set faith for redemption in the Original Resolution, at a price of par plus accraed interest to the redemption date, plus a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Repaid, times (d) Days Remaining, divided by (ii) 360. Notwithstanding the foregoing, the Series 2018 Notes shall be subject to prepayment prior to maturity at the option of the Issuer after October 1, _____ without payment of said prepayment fee.

For purposes of the foregoing:

"AYD" means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the loan was originated, for a maturity that is the same as the term of the loan at origination (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the loan at origination, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the loan at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the loan on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

"H.15 Report" means the Federal Reserve Board's Statistical Release H.15, "Selected Interest Rates". Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, the Holders may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

"Average Principal" means the simple average of (i) the principal loan balance on the Prepayment Date, and (ii) the principal loan balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the loan (plus any accrued and unpaid fees or other sums owed under the loan documents).

"Percent Prepaid" means the percentage determined by dividing the principal amount of the loan being prepaid by the principal loan halance outstanding on the Prepayment Date.

"Days Remaining" means the number of days from the Prepayment Date through the maturity date of the loan.

"Prepayment Date" means the date on which Holders received the prepayment.

The Issuer agrees that all Ican fees and other prepaid charges are carried fully as of the date of the loan and will not be subject to refund, except as required by law. Subject to the prepayment fee and other conditions provided herein, the Issuer may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Issuer is responsible under the Series 2018 Notes or any other agreement with the Holders pertaining to the Series 2018 Notes before such amounts are due. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due. Unless otherwise agreed by the Holders in writing and provided that the Issuer is current on all amounts due, payments applied to the lean before the Holders' creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the loan after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by the Holders in writing and provided that the Issuer is current on all amounts due, payments applied to the loan before the Holders' creation of a billing statement for the next payment due shall not relieve the Issuer of the Issuer's obligation to continue making, uninterrupted, payments under the Series 2018 Notes.

The Issuer agrees not to send the Holders payments marked "paid in full", "without recourse", or similar language. If the Issuer sends such a payment, the Holders may accept it without losing any of the Holders' rights under the Series 2018 Notes, and the Issuer will remain obligated to pay any further amounts owed or that may become owed to the Holders. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Compass Bank, PO Box 3096, Birmingham AL 35202.

(E) Payment of interest on and principal of the Series 2018 Notes shall be made to the registered owners thereof and shall be paid to the Holdens in whose name the Series 2018 Notes are registered at the close of business on the 15th day of the month (whether or not a Business Day) next preceding the interest payment date. All payments shall be made in accordance with and parsuant to the terms of the Bond Resolution and the Series 2018 Notes, and shall be payable in any coin and currency of the United States of America which, at the time of payment, is legal tender for the payment of public or private debts. No presentment or delivery shall be required for prepayment or principal installment payments on the Series 2018 Notes. After retirement of the Series 2018 Notes, the Holders shall return the originals thereof to the County for cancellation.

SECTION 4. APPLICATION OF SERIES 2018 NOTE PROCEEDS. The Original Resolution is hereby amended to provide that proceeds derived from the sale of the Series 2018 Notes shall, simultaneously with the delivery of the Series 2018 Notes to the original purchaser thereof, be applied by the County as follows:

(A) Proceeds shall be used to pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2018 Notes, including, without limitation, the fees and expenses of engineers, accountants, rating agencies, attorneys and financial advisors, to those persons who shall be entitled to receive the same. (B) The remainder of the proceeds of the Series 2018 Notes shall be deposited into the Construction Fund.

SECTION 5. SALE OF THE SERIES 2018 NOTES. The Series 2018 Notes shall be sold to Compass Mortgage Corporation at a price of par, and the Chairman and Clerk of the Board are authorized and directed to execute any purchase contract or commitment letter and the Series 2018 Notes and deliver the same to Compass Mortgage Corporation, and to enter into any rate lock agreement as recommended by the County's Financial Advisor. The final principal amount of the Series 2018 Notes, not to exceed \$35,000,000, and the scheduled installments of principal payments thereon shall be established by the Chairman based on the advice of the County Budget Director and the County's Financial Advisor. The final maturity of the Series 2018 Notes shall be April 1, 2033.

SECTION 6. APPOINTMENT OF REGISTRAR AND PAYING AGENT. The Registrar and Paying Agent for the Series 2018 Notes shall be the Clerk.

SECTION 7. RESERVE ACCOUNT REQUIREMENT. The Holders of the Series 2018 Notes agree that the Reserve Account Requirement with respect to the Series 2018 Notes shall be zero, and the Reserve Account will not secure the Series 2018 Notes.

SECTION 8. TRANSFER OF THE SERIES 2018 NOTES. The Series 2018 Notes may not be transferred except in whole. Further, the transfer of the Series 2018 Notes shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean any bank, trust company, savings institution, finance or leasing company, "accredited investor" or "qualified institutional buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, or insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

SECTION 9. GENERAL AUTHORITY. The members of the Board of County Commissioners of the County and the officers, attorneys and other agents or employees of the County and the Clerk are hereby authorized to do all acts and things required of them by this Supplemental Resolution or the Original Resolution, or desirable or consistent with the requirements hereof or the Original Resolution, for the full punctual and complete performance hereof or thereof. Each member, employee, attorney and officer of the County is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereounder. The Chairman and/or the Clerk are hereby authorized to execute such security purchase forms, tax forms or agreements as shall be necessary to effect the transactions contemplated hereby, including designating the County's Financial Advisor and Bond Coursel to assist or act as agent in such security purchase.

SECTION 10. WAIVER OF JURY TRIAL. The County knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Bond Resolution or the Series 2018 Notes, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Series 2018 Notes or the Bond Resolution. SECTION 11. APPLICABLE LAW AND VENUE. The Series 2018 Notes shall be governed by applicable federal law and the internal laws of the state of Florida. The County agrees that certain material events and occurrences relating to the Series 2018 Notes bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Series 2018 Notes shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2018 Notes, the County consents to the jurisdiction and venue of any court located in the state of Florida.

SECTION 12. ORIGINAL RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Original Resolution and all the terms and provisions thereof, including the covenants contained therein, are and shall remain in fall force and effect and applicable to the Series 2018 Notes.

SECTION 13. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or the Series 2018 Notes issued hereunder.

SECTION 14. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

DULY ADOPTED, this 6th day of March, 2018.

BAY COUNTY, FLORIDA

(SEAL)

By: Chairman, Board of County Commissioners

ATTEST:

Clerk

EXHIBIT A FORM OF SERIES 2018 NOTES

No. R-1 \$35,000,000

UNITED STATES OF AMERICA STATE OF FLORIDA BAY COUNTY, FLORIDA TOURIST DEVELOPMENT TAX REVENUE NOTE, SERIES 2018

Interest Rate

Maturity Date April 1, 2033 Date of Original Issue March ___, 2018

Registered Holder: COMPASS MORTGAGE CORPORATION

Principal Amount: THIRTY-FIVE MILLION DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Bay County, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on April 1 and October 1 of each year commencing October 1, 2018 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Payment of the Principal Amount of this Note shall be due as follows (for purposes of the Resolution described below, this Note shall be a "term bond" and the following amounts amortization installments):

Year	Principal
(April 1)	Amount
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	

"Subjective change, so set forth in the Resolution

21	X	2	8
2	X	2	9
3	2	3	0
3	Ņ	3	1
2	X	3	2
24	ù	1	3

Interest on this Note shall be calculated on a 360 day-year consisting of twelve thirty-day months. The Interest Rate on this Note is subject to adjustment upon certain events as set forth in the Resolution.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Payment of each installment of interest and principal shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by the Clerk of the Circuit Court, ex officio Clerk of Bay County, Florida, as Registrar and Paying Agent, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft mailed to such Registered Holder at the address appearing on such registration books or, at the option of such Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder.

This Note is issued to finance the acquisition and construction of a publicly owned tourism sports arena and stadium complex, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Part I, Florida Statutes, Section 125.0104, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of County Commissioners of the Issuer on December 6, 2016, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Note and the interest herein are payable solely from and secured by a lien upon and a pledge of (1) the Tourist Development Tax Revenues (as defined in the Resolution) and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

It is expressly agreed by the Registered Holder of this Note that the full faith and credit of the Issuer, the State of Florida, or any political subdivision thereof, are not pledged to the payment of the principal of, premium, if any, and interest on this Note and that such Holder shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Note and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds. Neither the members of the Board of County Commissioners of the Issuer nor any person executing this Note shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Note together with a written instrument of transfer satisfactory to the Registrie duly executed by the Registered Holder or his attorney duly authorized in writing, and thoreupon a new Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed, subject to certain restrictions set forth in the Resolution. This Note is issuable in the form of a fully registered Note in the denomination of \$35,000,000, or such lesser amount reflecting the outstanding principal amount of this Note. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Note as the absolute owner hereof for all purposes, whether or not this Note shall be overdue, and shall not be effected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Note during the fifteen (15) days. next preceding an interest payment date or, in the case of any proposed redemption of the Note, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption. This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

This Note is subject to prepayment prior to maturity as set forth in the Resolution.

Any redemption of this Note shall be made as provided in the Resolution upon notice given by first class mail sent at least five (5) days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Note in exchange for a new Note in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Note, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Note, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions. IN WITNESS WHEREOF, Bay County, Florida has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of County Commissioners and by the manual or facsimile signature of the Clerk of the Board of County Commissioners and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the _____ day of March, 2018.

BAY COUNTY, FLORIDA

(SEAL)

Chairman Board of County Commissioners

Clerk Board of County Commissioners

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignce)

the within Note and does hereby irrevocably constitute and appoint ______, as attorneys to register the transfer of the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company. NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignce must be supplied. The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entircties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT --- __

(Cast.)

Custodian for

under Uniform Transfers to Minors Act of ...

(State)

Additional abbreviations may also be used though not in list above.

CERTIFICATE OF AUTHENTICATION

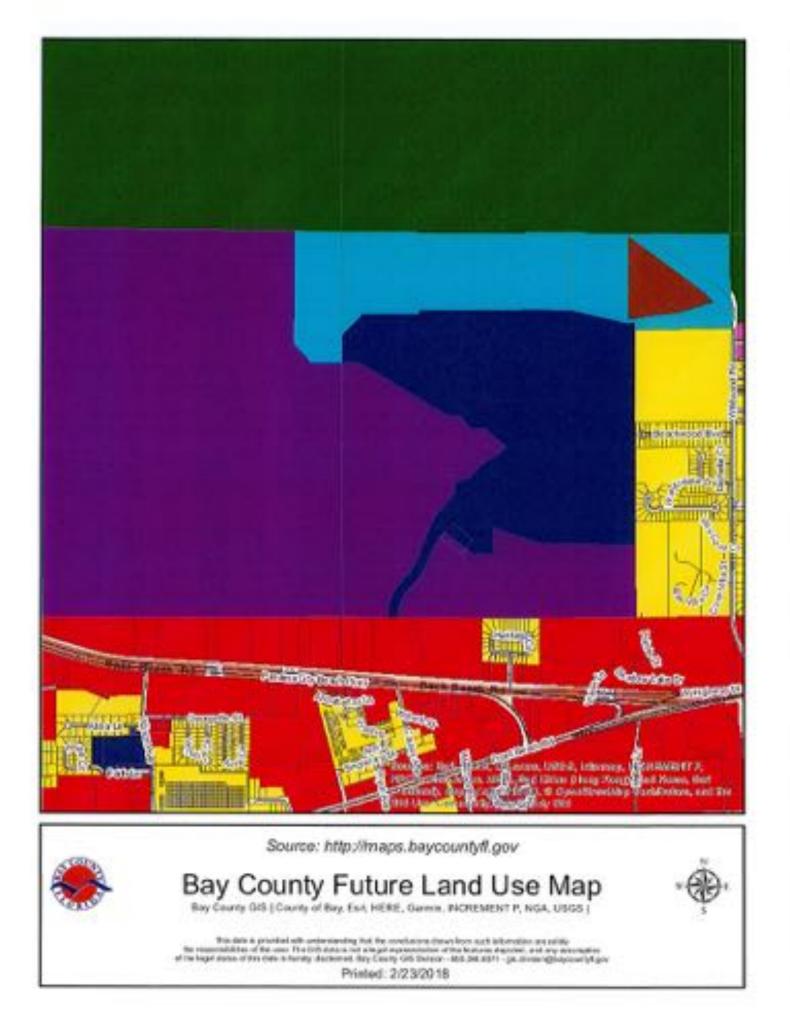
This Note constitutes the Series 2018 Notes described in the within-mentioned Resolution.

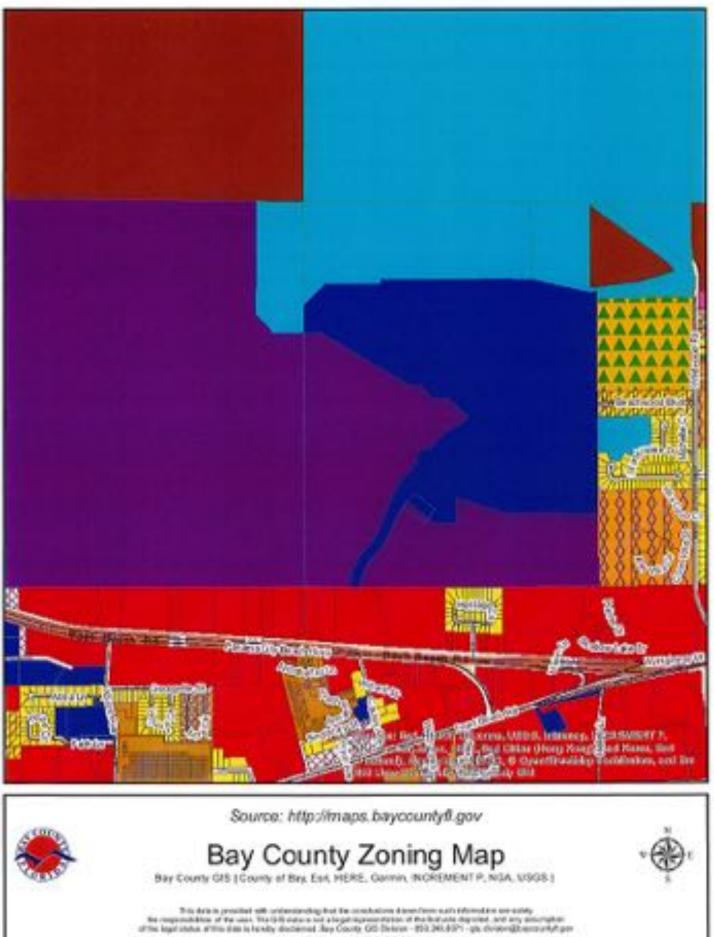
DATE OF AUTHENTICATION: March, 2018

BAY COUNTY CLERK OF THE CIRCUIT COURT, EX OFFICIO CLERK OF THE BOARD OF COUNTY COMMISSIONERS

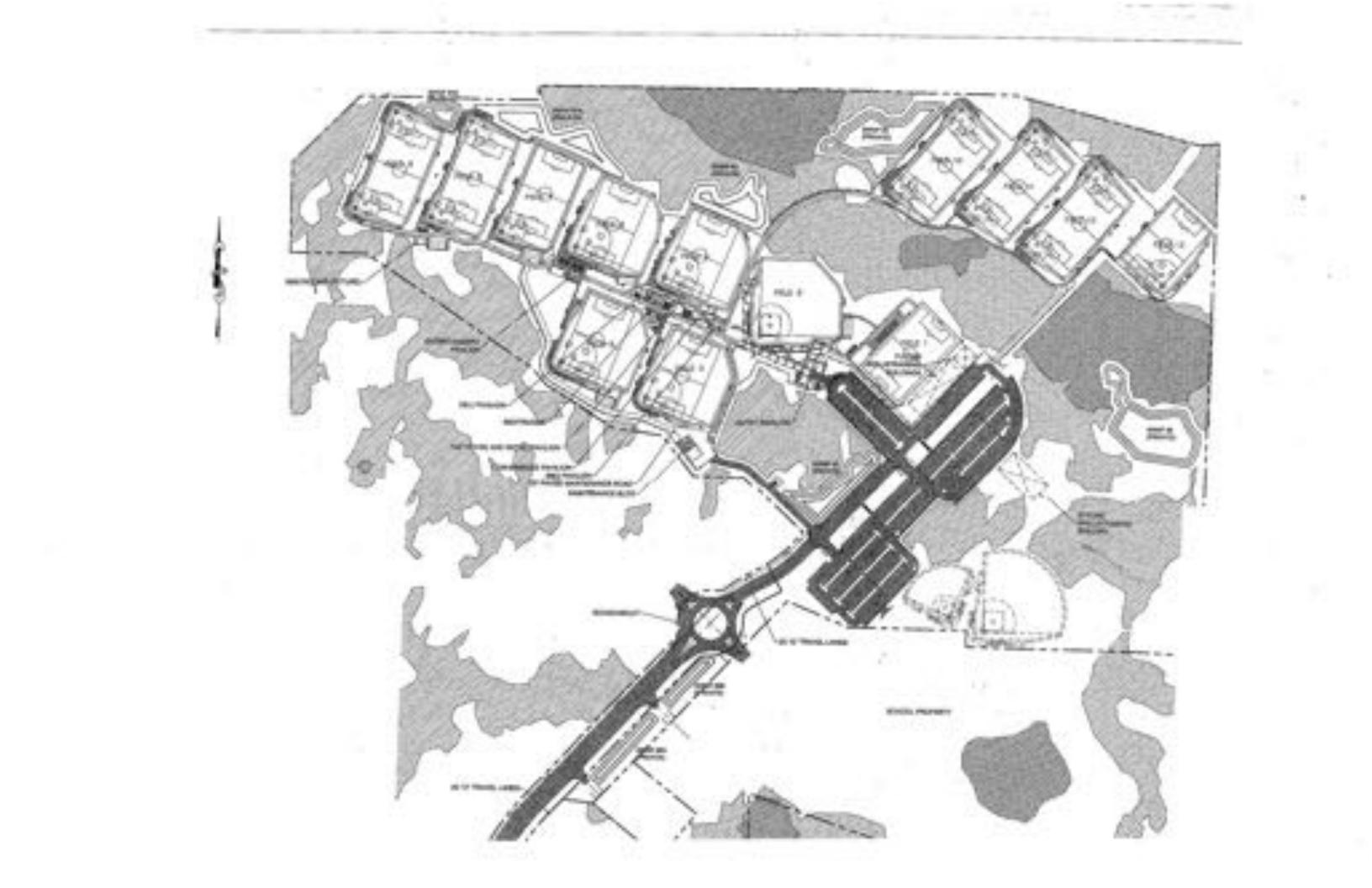
Registrar

By: Bill Kinsaul Clerk





Printed: 2/23/2018





BOARD OF COUNTY COMMISSIONERS

was.begcountyf1.gov

May 10, 2017

Mr. Dan Rowe, President Panama City Beach Convention and Visitors Bureau 17001 Panama City Beach Parkway Panama City Beach, FL 32413

Re: Notice of Issuance of Development Order: 16-160 (PCB Sports Fields and Stadium Complex at Breakfast Point)

BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION 840 West 11th Street Room 2350 Panama City, Florida 32401 Telephone: (850) 248-8250 Fax: (850) 248-8257 Email: planning@baycountyfl.gov

Dear Mr. Rowe:

This letter is to inform you that your application for a development order to construct a 13-field multi-use sports park facility, entrance road and associated infrastructure on 210+/- acres, generally located north of Panama City Beach Parkway and west of Wildwood Road, has been approved. The original of the development order is enclosed for your records, along with a copy of the Fire Impact Fee Calculation. Please be aware of the eleven (11) conditions in Section "F" of the development order. Additionally, please be advised that additional permits may be required for any structure(s) built on or moved onto the site property. Please contact Bay County's Builders Services Division at (850) 248-8350 for further questions or additional information.

Please be advised that you or an authorized agent should pick up a set of the approved plans from the Planning & Zoning Division.

Should you have any questions regarding this development order, please feel free to contact the Planning & Zoning Division.

Sincerely,

Randy Newton, Senior Planner Planning and Zoning Division

Enclosures

Co: tas Crelling, Planning Manager Wayne Porter, Planning Monager Atlen Golden, P.E. Development Beview Engineer Jones Cyr. P.E., Bay County Engineering Division Developmy / Proble-Roth Anchor CEI

END WEST 11th STREET PANAMA OFTY, FL 32401

COMMISSIONINE:

TOMOTHUMIN DISTRICT (

INCERNIT CARROLL BISTROTIA

CASTRICT IN

SATING WARDS

DISTRICT V

COUNTY INVESTIGATION

BAY COUNTY FINAL DEVELOPMENT ORDER

File No.: 16-160

Date of Issuance: May 10, 2017

- A. Name of Recipient: Panama City Beach Convention and Visitors Bureau
- B. Address/Telephone of Recipient: <u>17001 Panama City Beach Parkway</u>, Panama City Beach, FL 32413 Project Contact Jonathan Sklanski, P.E. (850) 522-0644
- C. Address or Legal Description of Site to be Developed: <u>North of Panama</u> <u>City Beach Parkway and west of Wildwood Road (Note: The entrance road will</u> <u>be located across from Cauley Avenue)</u>, <u>Panama City Beach</u>, FL 32407 Parcel ID #: 27536-000-000 and 27853-030-000
- D. Description or Type of Authorized Development: <u>Development of a 13-field multi-use sports park facility, entrance road and associated infrastructure on 210+/- acres overall (PCB Sports Fields and Stadium Complex at Breakfast Point)</u>
- E. Flood Zone: "X." "A" & "AE" 2009 FIRM
- F. Conditions: Yes X No ____
 - (1) The developer or the developer's designated agent must notify Bay County Public Works – Jim Faulkner by email at ifaulkner@baycountyfl.gov or by phone at (850) 814-5320 – at least 48 hours prior to commencement of construction, including land clearing. If applicable, a Florida Department of Environmental Protection Construction Permit will need to be provided to the Public Works Engineering Division.
 - (2) Prior to starting construction the developer will identify a Florida licensed professional engineer to review and approve the construction test results and certify that the project was constructed in accordance with the approved plans.
 - (3) <u>The developer's engineer and contractor will schedule and attend a</u> mandatory preconstruction meeting to be held at the Bay County Public Works Department conference room.
 - (4) Copies of all required permits from other agencies must be provided to the Bay County Planning & Zoning Division after issuance.
 - (5) The project engineer will need to provide an AutoCADD drawing on disc of any conservation easements to the Bay County Public Works Department.

- (6) A stormwater certification by an engineer registered in the State of Florida must be provided to the Bay County Planning & Zoning Division upon completion of the stormwater system.
- (7) A Certificate of Acceptance will be needed from the Bay County Planning & Zoning Division after project completion. Please contact the Planning & Zoning Division at (850) 248-8250 to schedule a Certificate of Acceptance inspection at least 48 hours in advance.
- (8) Any roadway and/or infrastructure to be dedicated to Bay County will need to be inspected and approved by the Bay County Public Works Department before a Certificate of Acceptance will be issued.
- (9) Any improvements within Panama City Beach Parkway right-of-way will need to be inspected and approved by FDOT before a Certificate of Acceptance will be issued.
- (10) Approval from the City of Panama City Beach for the water & sewer system connections and inspections will need to be provided before a Certificate of Acceptance will be issued.
- (11) Please note the entrance road intersection at Panama City Beach Parkway is conditionally approved pending completion of the FDOT Traffic Study.
- G. Findings and Conclusions: (1) Application received 11/23/16; (2) Deemed incomplete on 11/23/16; (3) Sent to reviewing agencies on 11/23/16; (4) Deemed complete on 05/10/17; (5) The development is consistent with all applicable provisions of the Land Development Regulations.
- H. ITE Code: 412
- Modifications and Time Limits: This development order shall be valid for a period of one (1) year from the date of issuance.
- J. Certificate of Concurrency: <u>Concurrency requirements pursuant to Chapter</u> 20 of the Bay County Land Development Regulations have been reviewed and determined to be sufficient for;
 - 1. XX Roads and Highways;
 - 2. XX Sewer/Septic Tank;
 - 3. XX Potable Water;
 - 4. XX Drainage; and,
 - 5. XX Parks and Recreation.

This Certificate shall be valid for a period of one (1) year from the issuance date of the Development Order.

K. Verification of Regulatory Agency Permits: The following permits have also

been issued for this project as required by the Bay County Land Development Regulations:

Permit		Date of Issuance	
1.	XX FDEP Stormwater	Pending	
2.	XX FDEP Wastewater Collection/Transmission	Pending	
3.	XX FDEP Drinking Water Extension/Distribution	Pending	
4.	XX FDOT Driveway Access	Pending	
5.	NA FDOT Drainage		
6.	XX FDOT Utility	Pending	
7.	NA Bay County Driveway	and the second se	
8.	XX Bay County Drainage	Pending	
9.	XX Bay County Const. In Right-of-Way	Pending	
10.	XX Wetlands: Dredge & Fill FDEP Pending	ACOE Pending	

This Development Order authorizes the development of land within Bay County as specified herein including land clearing activities consistent with the approved site plan and tree protection plan, if applicable. This Development Order also authorizes the application for and issuance of all other requisite County permits including but not limited to building permits.

Approval of this Development Order is based on the information provided to the Planning & Zoning Division prior to its issuance. This authorization does not relieve the applicant from the requirement of obtaining any other federal, state, or local permit, which was not disclosed to the Planning & Zoning Division prior to this issuance. Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Please be advised that it is the responsibility of the applicant or their authorized agent to confirm with all other applicable agencies before the commencement of any site preparation or development as defined by Section 380.04 of the Florida Statutes.

Any development undertaken pursuant to this Order shall be in strict conformance with the approved Application for Development Approval and associated site plan(s). Development activity authorized by this order shall commence within one (1) year after the date of issuance. This Development Order shall become invalid unless the work authorized by such permit is commenced within one year after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. This Order must be delivered to the Bay County Building Official prior to issuance of a building permit. With the exception of subdivisions, please be aware that the issuance of a Certificate of Acceptance (C.A.) from Planning & Zoning is required prior to the issuance of a Certificate of Occupancy (C.O.). Subdivisions will require "final" plat approval by the Board of Bay County Commissioners.

In accordance with Section 209 of the Bay County Land Development Regulations, issuance of this Development Order is final at the conclusion of a ten (10) working day appeal period. The recipient of this Development Order assumes any risk involved regarding development activity that may commence during the appeal period. Additional information on appeals may be obtained from the Planning & Zoning Division during normal business hours.

Issued By:

Randy Newfon, Senior Planner Bay County Planning and Zoning Division

Witness: State of <u>Florida</u> County of <u>Bay</u> This Instrument was acknowledged before me this <u>10th</u> day of <u>May</u>, 2017 by <u>Randy Newton</u> who is personally known to me and who did not take an oath.

Pursale A. Stanley KOTARY PUBLIC TE OF FLORIDA 00000330 Expires 9/14/2020 Notary



IMPACT FEE CALCULATION FORM

PARCEL #	27853-030-000 and 27536-000-000	
Sile Address:	North of PCB Pkwy, and west of Wildwood Rd.	
	Panama City Beach, FL 32407	
Development Order #:	16-160 (PCB Sports Park)	

Calculation Completed By: TRN 11/23/16

		Ц	nit Cost. (X).	Per	Number of Units/So. Fs. (*)		Total (*)	
Fire	Residential				172.9			
	Single Family/Duplex	\$	374.88	UNE .	0	- 5	1.4	
	Multi-Family (Triplex or more)	\$	10.70	UH.	0	5	-	
	Mobile Home	- 5	52.58	UR	0	-5		
	Non-Residential							
	Hotei/Motel (Seasonal resort)	8	1.31	10.5		5	1.1	
	Group Living	- 5	0.03	10.1	0	- \$		
	Office	5	0.13	10.00	0	\$		
	Retail	5	0.77	89.2.	0	5	*	
	Restaurant/BarfLounge	\$	1.39	10.1	0	5	+	
	IndustrialManufacturing	5	0.15	44.5	0	- 5		
	Leisure/Outdoors	. 5	0.61	10 R	11,427		\$6,970.47	
	Agruculture	1	D.54	80.5.	0	- 8		
	Church	8	0.25	10.8.	0	\$		
Library	Single Family/Duplex	5	165.50	UM.	0	\$	1	
Look any	Multi-Family (Triplex or more)	5	131.62	Unit.	0	\$		
	Mobile Home	\$	168.10	Unit	0	\$		
Parks	Single Family/Duplex	\$	659.74	UNR	0			
	Multi-Family (Triplex or more)	8	522.07	Unit	0	8		
	Mobile Home	8	672.72	UNI	0	\$		
Transportation	Transportation totals = anner totals in transportation shevit	N	by Board	action				
	deute, iceae ou an effortence, mand	Total Impact Fee:			t Fes:	\$6,970.47 X 50% = \$3,485.24*		

* Fee total reflects a 50% reduction in the applicable Fire, Library and Parks Impact Fees and a 100% reduction in Transportation Impact Fees, as approved by the Bay County Commission April 1, 2008



BOARD OF COUNTY COMMISSIONERS

won, beycounty [].gov

IB40 WEST 1 (** STREET PANAMA CITY FL 32401

COMMOSCINERE

TOMMY HAMIN DISTINCTS

DISTRICT #

USTRETR

DISTRICT IV

ENDER-ORDER-ORDERTING

COUNTY NANAGER

BAY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING AND ZONING DIVISION 840 West 11th Street Room 2350 Panama City, Florida 32401 Telephone: (850) 248-8250 Fax: (850) 248-8267 Email: planning@baycountyfl.gov

Mr. Dan Rowe, President Panama City Beach Convention and Visitors Bureau 17001 Panama City Beach Parkway Panama City Beach, FL 32413

February 12, 2018

Subject: Request for Extension of Development Order: 16-160 (PCB Sports Fields and Stadium Complex at Breakfast Point)

Dear Mr. Rowe:

This letter is in response to your request for an extension of Development Order 16-160 (PCB Sports Fields and Stadium Complex at Breakfast Point), issued May 10, 2017, which authorized development of a 13-field multi-use sports park facility, entrance road and associated infrastructure on 210+/acres, generally located north of Pariama City Beach Parkway and west of Wildwood Road.

By way of this letter, the Bay County Planning & Zoning Division hereby extends the Development Order approval for six (6) months or until <u>November 10, 2018</u>. Please be aware of the maximum extension limits provided under the provisions of Section 1706.1. (enclosed).

Should you have any further questions regarding this matter, please feel free to contact the Planning & Zoning Division.

Respectfully,

Ian Crelling, AICP Planning and Zoning Manager

CONCURRENCE:

Rex E. Holmes, Building Official

SECTION 1705. <u>Responsibility for Compliance</u>. The person to whom a development order is issued shall be responsible for all actions, activities, improvements, or other performance required by this Code, or as otherwise specified in the approved development order.

SECTION 1706. Term.

- 1. A development order shall become invalid unless the work authorized by such permit is commenced within 1 year after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. One or more extensions of time, for periods not more than 6 months each and not to exceed two years from the initial development order date or date set forth in paragraph 2 below, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted by concurrent agreement of the Planning Official and the Building Official.
- 2. Notwithstanding the provision in Section 1706.1, if a development order is timely challenged by a third party adverse to both Bay County and the applicant for the development order in any legal proceeding, then the time period for commencement of the work authorized by such development order shall be tolled until the final disposition of that legal proceeding challenging the development order, including all appeals. The final disposition of the legal proceeding and all appeals challenging the development order shall serve as the date of issuance of the development order for the limited purpose of determining the term of the development order as contemplated in Section 1706.1. The determination of tolling shall be made by the concurrent agreement of the Planning Official and the Building Official.
- 3. Within thirty (30) days of exhausting all extensions of time provided by this Section, an applicant for a development order may request in writing that the Planning Official extend the effective date of a valid development order to June 1, 2010, in such event the Planning Official may require that the applicant update information provided to support the application for the development order.

SECTION 1707. <u>Strict Adherence to Development Order</u>. All development and construction activity authorized by a Development Order shall occur in strict adherence with the approved application, site plan, Development Order, and this Code, except for the following provisions.

 <u>Substantial Deviation</u>. Changes in the extent and scope of the development activity or other work authorized by an approved

11.

DEVELOPMENT SERVICES	Printed: February 09, 2018
RECEIPT	*ROJECT NO: PZ16-160
TAX ID: 27536-000-000	RIDA
29 3S 15W -1- PANAMA CITY BEACH, FL 32407	Receipt Number: PZ970

COMMERCIAL BUILDING

Fee Description	Account Number	Fee Amount	
DEVELOPMENT ORDER	and the second	and in sec.	
TIME EXTENSION	001-3429015	\$300.00	

Total Fees Paid: Date Paid: Friday, February 9, 2018 Paid By: Anchor Consulting Engineering Pay Method: CHECK 1246 Received By: PAMELA STANLEY \$300.00

CUSTOMER



Florida Department of Environmental Protection

160 W. Government Street, Suite 308 Pensacola, Florida 32502-5740 Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

> Ryan E. Matthews Interim Secretary

Permittee/Authorized Entity:

Dan Rowe, Panama City Beach, CVB 17001 Panama City Beach Parkway Panama City Beach, Florida 32413, Bay County <u>drowe@visitpanamacitybeach.com</u>

Panama City Sports Field and Stadium Complex 0349510-002-EI/03

Authorized Agent: Jonathon Sklarski, Dewberry Preble-Rish 203 Aberdeen Pkwy Panama City, Florida 32405 <u>jsklarski@dewberry.com</u>

Environmental Resource Permit

State-owned Submerged Lands Authorization – Not Applicable

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

> Bay County Permit No.: 0349510-002-EI/03

Permit Issuance Date: May 05, 2017 Permit Construction Phase Expiration Date: May 05, 2022

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DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT CORPS OF ENGINEERS PANAMA CITY REGULATORY OFFICE 1002 WEST 23rd STREET, SUITE 350 PANAMA CITY, FLORIDA 32405-3648

February 6, 2017

Regulatory Division North Permits Branch Panama City Regulatory Office SAJ-2015-03090 (GP-LSL)

Mr. Dan Rowe Panama City Beach 17001 Panama City Beach Parkway Panama City Beach, Florida 32413 Ms. Bridget Precise St. Joe Company 133 South WaterSound Parkway WaterSound, Florida 32413

Dear Mr. Rowe and Ms. Precise:

Your application for a Department of the Army permit received on December 9, 2016, has been assigned number SAJ-2015-03090 (GP-LSL). A review of the information and drawings provided shows the proposed work is to construct multi-use sports park facility, a new school facility, and a future fire station along with a separate 10 acre parcel across from Cauley Avenue (falls outside of the RGP boundary). The sports park facility will include 15 multi-use athletic fields, an access road, interior roadways/parking/sidewalks, multiple vendor and maintenance buildings, drainage and conveyance facilities, stormwater management facilities, and all supporting utilities. The proposed impacts are to 11.63 acres of low quality wetlands and 1.75 acres of high quality wetlands (entry roadway crossing). In order to compensate for the impacts and to comply with Regional General Permit SAJ-86, the applicant will purchase 9.17 credits from Breakfast Point Mitigation Bank. The remaining un-impacted onsite wetlands will be placed into a conservation easement, i.e. 46.52 acres of low quality wetlands and 19.88 acres of high guality wetlands. The project is located on the north side of Highway 98 after crossing Hathaway Bridge in Section 30, Township 3 South, Range 15 West, Panama City Beach, Bay County, Florida. The coordinates are as follows: Latitude: 30.19844°, Longitude: -85.76976°.

Your project, as depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-86. This authorization is valid until the expiration date noted for RGP SAJ-86 listed in the table at our website. Please access the U.S. Army Corps of Engineers' Regulatory web address at

http://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/ then proceed to

SAJ-86, Bay and Walton Counties, to view the special and general conditions for SAJ-86, which apply specifically to this authorization. You must comply with all of the special and general conditions and any project-specific special conditions of this authorization or you may be subject to enforcement action.

The following project-specific special conditions are included with this authorization:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 41 North Jefferson St., Suite 301, Pensacola, FL 32502.

b. For electronic mail: <u>CESAJ-ComplyDocs@usace.army.mil</u> (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2015-03090(GP - 86), on all submittals.

2. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.

3. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment A) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. Agency Changes/Approvals: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Panama City Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

5. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

6. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

7. Erosion Control: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

8. Fill Material: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

9. Mitigation Bank Credit Purchase: Within 30 days from the date of initiating the work authorized by this permit, the Permittee shall provide verification to the Corps that 9.17 of palustrine federal mitigation bank credits have been purchased from the Breakfast Point Mitigation Bank (SAJ-2004-01865). The required verification shall reference this project's permit number (SAJ-2015-03090).

10. Conservation Easement: The permittee shall preserve and place under conservation easement the remaining 46.52 acres of onsite low quality wetlands and 19.88 acres of onsite high quality wetlands. This onsite conservation easement shall be recorded with proof provided to the Corps within 6 months of commencement of project construction.

Generally, authorization of activities that have commenced or are under contract to commence in reliance of the RGP will remain in effect provided the activity is completed within 12 months of the date the RGP expires or is revoked. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification will likely be required.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for RGP SAJ-86, please contact Mrs. Lisa Lovvorn by telephone at (850) 763-0717, extension 27, or by e-mail at lisa.s.lovvorn@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to visit

<u>http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey</u> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise.

Sincerely,

Lisa S. Lovvorn Project Manager

Enclosures

Copy Furnished: Mr. Thomas Estes, Icarus, Inc. Mr. Jonathan Sklarski, Dewberry | Preble-Rish

