

Charles T Fontaine Jr.

305 Bunkers Cove Rd Panama City Fl. 32401 | 850 819-3981 | tfontaine6@gmail.com

2-3-2026

Planning Board / Development Services Department
Panama City, Florida

Planning Board and Development Services Department

Members and Director:

In reviewing the DA proposal that was sent out 1-29-2026 via email two common themes repeated was “BASIS” and City Ordinance No. 2330 that was passed February 10, 2009. The ordinance No. 2330 was passed by the Panama City Commission along with the Development Agreement titled Saint Andrews Bay Yacht Club Development Agreement recorded 02/20/2009 at 2:44 pm. In the CC agenda item No. 5, the quote “Attorney Sale that the ordinance permits the structure to be expanded in proportion to the neighborhood, but it does not allow an expansion of the use of the Yacht Club”. In that statement Mr. Sale does not state that the Stokes lot or sail loft are part of the expansion. In the Development agreement of 2009 attachment C page 23 has a general arrangement drawing of the YC and on this drawing the changes noted are the main club building, none for the sail loft. When we examine Ordinance 2330 and we go to page 3 under Sec. 101-3. Definitions, we find this “Historical Nonconforming Waterfront Development. Development containing a principal, waterfront building or structure which has been used continuously for fifty (50) years or more for non-profit, water dependent activities.” When we relate this definition to the Yacht Club, we must be talking about the main club building and pool. Even though this was approved in 2009, if you tried to apply 50-year history to the sail loft on the Stokes parcel we would going back to 1975. On May 13, 1975, the City Commission voted 5-0 against the Yacht Club changing the land use of the Stokes property from residential. With that information, the Sail loft and the Stokes lot have a different “Basis” and Ordinance No. 2330 did not include the sail loft or the Stokes lot. So, on page three of the proposed DA “further expansion of improvements or intensification of use on the Stokes Parcel beyond what is expressly permitted under applicable law and by this agreement; and”. Again, Stokes

property expansion was not part of 2330 or the 2009 DA and should not be allowed in 2026. On page 5 of the proposed 2026 DA under "w. Property" "The property includes the Stokes Parcel (defined below) but excludes the separate Boyle parcel." Again, the original ordinance was directed to rebuild the main club building and pool the Stokes parcel was not part of the expansion as shown by above listed documents. Page 6 of the 2026 proposed DA under subpart d., "grandfathering provisions of ordinance No. 2330. The grandfathering provisions of No. 2330 was 50 years. 50 years grandfathering for the Stokes parcel takes us back to the 5-0 commission vote against the YC of changing land use of the Stokes parcel. I repeat, the ordinance No. 2330 and the basis was for replacing the main club building and pool, non-expansion of sail loft. Page 7 of the 2026 proposed DA we have "5. Proportionality Compliance: The reconstruction of the Yacht Club facilities (Clubhouse, Pool, Sailing Center, etc.) as shown and described on exhibit C falls within the proportionality limits contemplated by Ordinance No. 2330." Again using the 50 year description found in ordinance No. 2330 we can agree the Clubhouse was there and the pool, but in 1975 the City commission voted 5-0 against the Yacht Club on the Stokes lot so the sailing center and etc. does not meet the criteria of the 2009 DA or the 2026 proposed DA. Page 11 of the 2026 proposed DA under Stokes Parcel Limitations there is "a. No expansion: Maintenance and repair. Or as otherwise expressly permitted under Ordinance 2330 and the ULDC for Historical Nonconforming Waterfront Developments." The sail loft does not meet the criteria of Ordinance 2330 of 50 years in place. Even though there appears to be no city record of building construction for the sail loft, I have personal photographs that the building was not there in the 80's and 50 years ago is 1975. Page 13, "excluding small storage sheds under 100 sq. ft., if needed for boat equipment, etc., shall be placed or used on the stokes parcel or any other part of the Property.". There are no provisions for portable or permanent accessory storage units in Ordinance 2330 or the 2009 DA or basis, this is a very distasteful. Page 14, 9. Casualty; Restoration: "shall not increase the sailing center's pre-casualty exterior footprint or building envelope, except to the extent expressly permitted by Ordinance 2330 and the ULDC and not otherwise limited by this Agreement." Using Ordinance 2330 and going back 50 years, the Yacht Club can build back what was on the Stokes parcel 50 years ago. With this review we have determined "basis" and that is the Stokes property was not involved with the historical 50-year legacy as the main club house and pool. As such the sail loft on Stokes property does not have the same grandfathering that the main club house and pool have. At the end of the day, it is hard to grandfather unlawful since the 50-year clause in Ordinance 2330 puts the calendar back to 1975 which is when the City Commission voted 5-0 against the YC to change land use with the Stokes parcel. Another discussion is to define what is found on page 4 of Ordinance No. 2330 (7) (i) "such expansion, enlargement, replacement or reconstruction is in proportion to the expansion or enlargement of neighboring building or structures of similar form

which has occurred during the life of the Historical Nonconforming Waterfront Development." The established language in ordinance 2330 is 50 years, so evaluating proportionality increases begins in 1975 for the surrounding properties. This exercise will be simple, what changes have occurred with the Yacht Club and surrounding adjacent and adjoining properties in the past 50 years. There will be a minus – for property that has reduced (vacant lots), there will be a positive + for the property that has enlarged, and a neutral for the property that has remained the same. Then we can add the + and – for the proportionality. Fontaine parcel +, Stokes parcel – (note this is because a commercial building erected unlawfully since 1975), 301 Bunkers Cove neutral, 225 Bunkers Cove -, 221 Bunkers Cove neutral, 213 Bunkers Cove +, 217 Bunkers Cove +, 210 Bunkers Cove +, 212 Bunkers Cove -, 306 Bunkers Cove -. Using this evaluation for increased proportionality changes over 50 years we have a net sum of zero since the 4 plus are countered with 4 negatives. This letter is intended to demonstrate to the Yacht Club and city that the 2009 DA and ordinance 2330 was created for the only purpose of rebuilding the main clubhouse and pool. The 2026 proposed DA needs to follow the same mission and leave the Stokes lot expansion out of the document.

Sincerely,

Tem Fontaine

Charles T Fontaine Jr.

305 Bunkers Cove Rd Panama City Fl. 32401 | 850 819-3981 | tfontaine6@gmail.com

12-8-2025

Planning Board

Panama City, Florida

Planning Board Members and Staff:

My name is Tem Fontaine, my address is 305 Bunkers Cove rd. Panama City, Florida. I have resided in my home since 1977 which is directly adjacent to the Yacht Club property that is colored green on slide 11. My comments will be to the land use stated on slide 11, please refer to the attached document, slide 11 mark-ups. The attached markup shows three notes, note 1,2, and 3. For note 1, I have attached photo 1. Photo 1 shows a picture of a large storage building and 2 food trucks. The Yacht Club and the city need to define temporary. For example, one month after startup of the new main club building, the temporary building and food trucks will be removed. Pick the date and add this time to the document package. Note 2 involves the dumpster screening, see attached photos 2 and 3. The length of the present screening is 39 feet. The gate for the dumpster is 11 feet. As you can see from the photo 2 and 3 unsheltered storage is present. A 12 foot by 12-foot dumpster screen needs to follow requirements found in section 105-5. E. 7 of the city code. "The enclosure shall have a decorative, finished appearance to compliment the principal structures on site". Note 3- Note 3 refers to the green area titled "Yacht Club short term boat, trailer and overflow parking". Unfortunately, in the past some have not understood or respected the use of the green marked area as quote "short term", which has resulted in me filing three separate code compliance complaints. The first complaint was filed in 2017. In 2018 Mr. David Theriaque was hired to perform an analysis of Yacht Club land use. Mr. Theriaque's report was issued Nov. 6, 2018. I have attached a copy for the planning board to review. After the first complaint was settled, the Yacht Club again did not understand "short term" and the storage accumulated which resulted in 2 more complaints. The solution for the green area is to clarify "Short term" and restate as "**Day Use Only**". The exceptions to "day use only" are stated functions, regattas, fishing tournaments, and other multiple day events. The limit of the multi day events not to exceed a cumulative period of 14 days in a calendar year with no carry over. I see the slide 11 as a very

positive measure to prevent land use going sideways, however I was told repeatedly after 2018 analysis that the restrictions need to be codified. I now ask the planning board how these restrictions need to be codified to prevent future expansion of non-conforming use and look forward to implementing the above requests to insure we can have a Yacht Club we can all be proud of.

Sincerely,



Tem Fontaine

slide 11 | land use

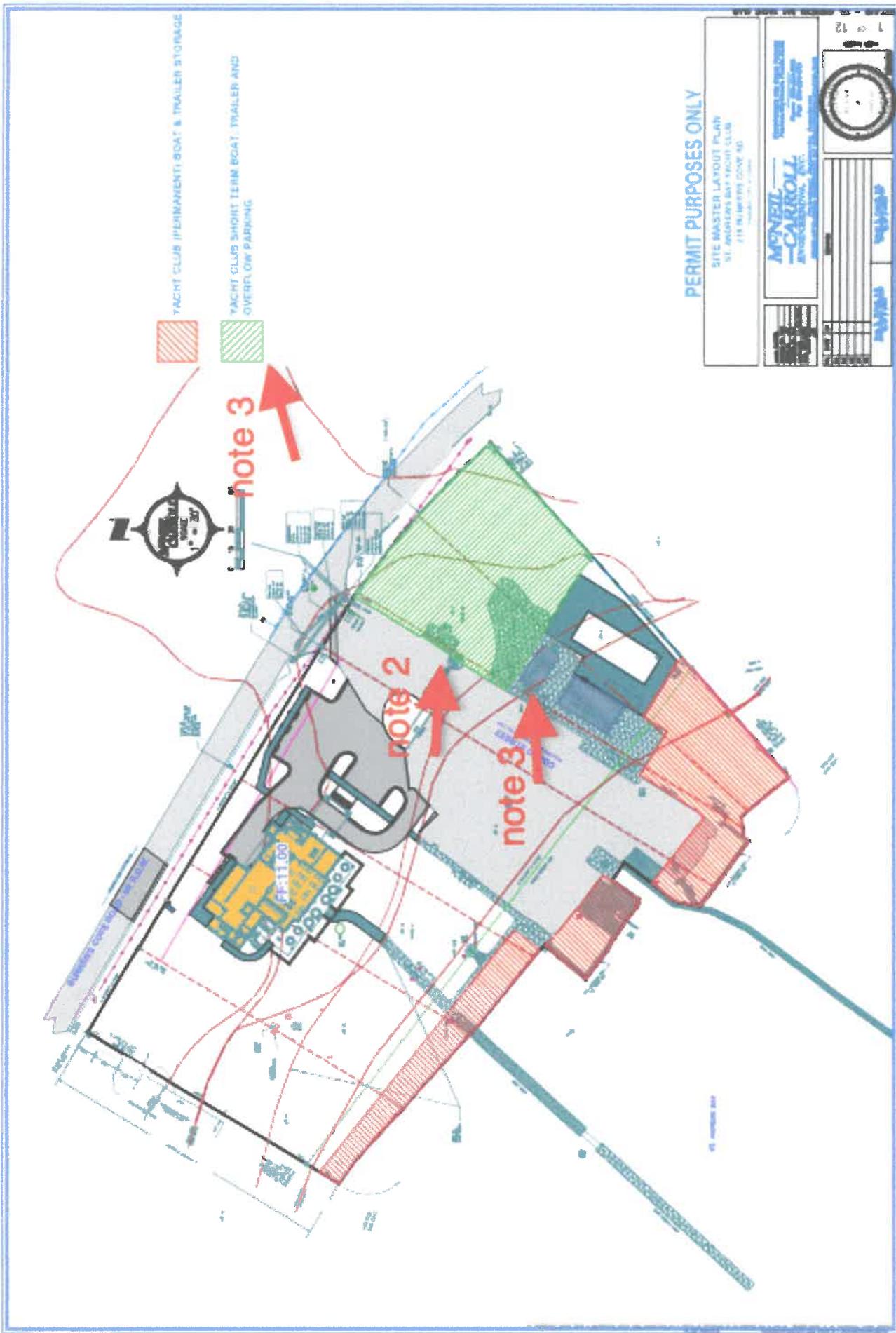


photo 1



photo 1

photo 2



photo 2

photo 3



photo 3

Charles T Fontaine Jr.

305 Bunkers Cove Rd Panama City Fl. 32401 | 850 819-3981 | tfontaine6@gmail.com

12-8-2025

Planning Board

Panama City, Florida

Planning Board Members and Staff:

Tem Fontaine, 305 Bunkers Cove rd. Panama City, Florida. I have resided in my home since 1977 which is directly adjacent to the Yacht Club property that is colored green on page 11. My comments will be to the land use stated on page 11 and to page 18. On page 11 refer to the green area titled "Yacht Club short term boat, trailer and overflow parking". Unfortunately, the Yacht Club did not follow the level of non-conforming use "grandfathered" in 1993 for their property. After two failed meetings to remediate with the Yacht Club I went to the city for assistance. The first complaint was filed in 2017. In 2018 Mr. David Theriaque was hired by the city to perform an analysis of Yacht Club land use. Mr. Theriaque's report was issued Nov. 6, 2018. I have attached a copy for the planning board to review. I was told repeatedly after 2018 analysis that the restrictions need to be codified. Shortly after the first complaint was settled, the Yacht Club again did not understand "short term". The storage accumulated again which resulted in 2 more complaints. The solution for the green area is to clarify "Short term" and restate as "**Day Use Only**", with codification, and the long-term storage to mirror the level of use in 1993. I take exceptions to the page 18 "Regarding Grandfathering". If the Yacht Club is grandfathering post 1993 operations that result in multiple Code violations of expanding non-conforming use, then we do not need to "grandfather". I now ask the planning board how these restrictions need to be codified to prevent future expansion of non-conforming use and look forward to implementing the above requests to insure we can have a Yacht Club we can all be proud of.

Sincerely,

Tem Fontaine



THERIAQUE
& SPAIN LAW FIRM

REPLY TO: TALLAHASSEE

November 6, 2018

VIA OVERNIGHT DELIVERY

Don Walton, Manager
St. Andrews Bay Yacht Club
218 Bunkers Cove Road
Panama City, Florida 32401

Re: *Preliminary Analysis of Nonconforming Status of the St. Andrews Bay Yacht Club*

Dear Mr. Walton:

Our law firm has been retained by the City of Panama City to analyze the nonconforming status of the St. Andrews Bay Yacht Club ("Yacht Club"), which is located at 218 Bunkers Cove Road, Panama City, Florida ("Yacht Club Property"). Enclosed is a copy of our preliminary analysis which indicates that the uses on the Yacht Club Property have expanded improperly since the adoption of the Panama City Land Development Regulations on August 10, 1993. Accordingly, I request that the Yacht Club provide evidence that refutes my conclusion that the following items constitute expanded uses:

- a. Increased dry storage of boats owned by the Yacht Club's Members; and
- b. Increased storage of trailers owned by the Yacht Club's Members.

I also request that the Yacht Club provide evidence regarding whether the following uses were occurring on the Yacht Club Property on August 10, 1993, and, if so, the extent to which such uses were occurring:

- a. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
- b. Displaying, advertising, and sale of boats;
- c. Recreational vehicle usage with electrical hook up;

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Don Walton, Manager

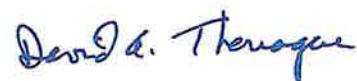
November 6, 2018

Page 2

- d. A large, wooden crane on the eastside of the Yacht Club Property; and
- e. Two (2) free standing storage sheds.

I request that you provide me with such evidence by December 6, 2018. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

Enclosure

cc: Mike Lane, AICP



REPLY TO: TALLAHASSEE

October 4, 2018

VIA OVERNIGHT DELIVERY

Mike Lane, AICP
City of Panama City
Director of Planning & Economic Development
P.O. Box 1880
Panama City, Florida 32402

Re: *Preliminary Analysis of Nonconforming Status of the St. Andrews Bay Yacht Club*

Dear Mr. Lane:

I have been requested to analyze the nonconforming status of the St. Andrews Bay Yacht Club (“Yacht Club”), which is located at 218 Bunkers Cove Road, Panama City, Florida (“Yacht Club Property”). My preliminary analysis indicates that the uses on the Yacht Club Property have expanded improperly since the adoption of the Panama City Land Development Regulations on August 10, 1993. The basis for my conclusion is as follows.

A. Background

The Yacht Club has been in operation since 1933. When the City adopted the Panama City Land Development Regulations (“City’s LDRs”) on August 10, 1993, the Yacht Club was operating as a private club in a residential zone. It is undisputed that the Yacht Club was not a permitted use in such residential zone on August 10, 1993. Moreover, in a letter dated February 20, 2018, the Yacht Club admitted that it became a nonconforming use when the City adopted its LDRs on August 10, 1993. (A copy of the letter dated February 20, 2018, is attached hereto as Exhibit “A.”).

The Yacht Club Property is currently zoned Residential-1. Pursuant to Section 104-27(c) of the City’s LDRs, the following uses are authorized on property zoned as Residential-1:

1. Single-family detached dwellings on individual parcels;

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2. Community residential homes shall be allowed when 6 or fewer residents are located in a single-family, residential dwelling provided that such homes are not located within 1,000 feet of one another & when the location of such homes does not substantially alter the nature & character of the area. Such use must be licensed by a state agency as listed in Section 419.001(1)(b)[.] Florida Statutes;
3. Public & private schools grades K-12;
4. Public or noncommercial private recreation;
5. Accessory uses or structures as set forth in Chapter 104, Article[s] IV & V;
6. Public utilities customarily found in residential areas; and
7. Family day care homes pursuant to Section 125.0109, Florida Statutes.

Thus, the Yacht Club, which is a private marina, continues to be a nonconforming use.¹

B. Nonconforming Uses and Nonconforming Development

Section 102-79 of the City's LDRs addresses nonconforming uses and nonconforming development and states, in pertinent part, as follows:

- a) *Nonconforming uses.* Nonconforming uses are those land uses which are in existence on the effective date of this Land Development Regulation that do not comply with the provisions of this Land Development Regulation. Nonconforming uses may continue, subject to the following restrictions:

¹ Pursuant to Section 105-276(3) of the City's LDRs, a "private marina" is defined as "any dock or facility offering spaces for boat dockage or slip rentals, the use of which is restricted to membership in a private club or organization, including yacht clubs, boating clubs, boating & sailing associations, & other like & similar types of organizations." (Emphasis supplied). Pursuant to Section 105-277(a) of the City's LDRs, "[a]ll marinas are prohibited in RLD districts." The Yacht Club Property is located within an RLD district.

* * * *

- (2) *Expansions or extensions.* Nonconforming uses shall not be expanded or enlarged or increased or extended, including a nonconforming use associated with an historical nonconforming waterfront development.
- (3) *Modifications of use.* Nonconforming uses may be modified or altered in a manner which decreases the nonconformity, but may not be modified or altered in a way which increases the nonconformity. Once a nonconforming use or part thereof is decreased in nonconformity, the nonconformity may not be increased thereafter.

* * * *

- b) *Nonconforming developments.* Nonconforming developments are those buildings or structures which were in existence on the effective date of this Land Development Regulation & which, by design, location or construction, do not comply with the provisions of this Land Development Regulation. Nonconforming developments may remain in a nonconforming state subject to the following restrictions:

* * * *

- (2) *Ordinary repair & maintenance.* Normal & ordinary maintenance & repair to a nonconforming building or structure shall be permitted.
- (3) *Expansion or extensions.* A nonconforming building or structure shall not be expanded or enlarged.

* * * *

- (7) *Historical nonconforming waterfront development.* Notwithstanding subsection (3), a building or structure which is part of an historical nonconforming waterfront development may be expanded, enlarged,

replaced or reconstructed without strictly complying with the provisions of this Land Development Regulation provided that:

- a. Such expansion, enlargement, replacement or reconstruction is in proportion to the expansion or enlargement of neighboring buildings or structures of similar form which has occurred during [t]he life of the historical nonconforming waterfront development;
- b. Such expansion, enlargement, replacement or reconstruction does not increase any incompatibility between the existing historical nonconforming waterfront development (HNWD) & development in the surrounding area; and
- c. The burden of any associated nonconforming use upon the neighboring properties & owners is not increased.

(Emphasis supplied).²

The prohibition in the City's LDRs against expanding, enlarging, increasing, or extending nonconforming uses is consistent with well-established Florida case law. For example, in *JPM Investment Group, Inc. v. Brevard County Board of County Commissioners*, 818 So. 2d 595 (Fla. 5th DCA 2002), the Fifth District Court of Appeal held as follows:

Zoning regulations, in providing for nonconforming structures and uses, look forward to the eventual elimination of all nonconforming structures and uses as speedily as is consistent with proper safeguards for the rights of those persons affected.

² It should be noted that the provisions regarding "Historical nonconforming waterfront development" are not relevant to my analysis because such provisions pertain to the expansion, enlargement, replacement, or reconstruction of a building or a structure, not a use.

Id. at 598; *see also* 3M Nat'l Adver. Co. v. City of Tampa Code Enforcement Bd., 587 So. 2d 640, 641 (Fla. 2d DCA 1991) ("[T]he law views the extension or enlargement of [nonconforming] uses with disfavor; it is expected that such uses will gradually be eliminated over the course of time, through abandonment, destruction, and obsolescence.").

C. Analysis

As stated above, "[n]onconforming uses shall not be expanded or enlarged or increased or extended, including a nonconforming use associated with an historical nonconforming waterfront development." Thus, as a threshold issue, it is necessary to compare the scope of the uses that were occurring on the Yacht Club Property on August 10, 1993, with the scope of uses that are occurring currently. In order to make such a comparison, I have analyzed aerial photographs of the Yacht Club Property taken on September 29, 1993, and taken on September 27, 2018. (See Exhibits "B" and "C," respectively.)³ These photographs clearly depict the following expansion of uses:

1. Increased dry storage of boats owned by the Yacht Club's Members; and
2. Increased storage of trailers owned by the Yacht Club's Members.

While the Yacht Club contends in its letter dated February 20, 2018, that it has historically engaged in dry storage rental,⁴ the aerial photographs establish that the number of dry storage rentals and trailers has increased substantially and the location on the Yacht Club Property for such rentals and trailers has similarly expanded.

Charles T. Fontaine, Jr., who resides at 305 Bunkers Cove Road, Panama City, contends that the following expanded uses are also occurring on the Yacht Club Property:

1. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
2. Displaying, advertising, and sale of boats;

³ We were unable to find an aerial photograph of the Yacht Club Property that was taken on or about August 10, 1993. The aerial photograph of the Yacht Club Property that was taken on September 29, 1993, is the best evidence that we have of the uses that were occurring on the Yacht Club Property as of August 10, 1993.

⁴ See Exhibit "A" at 2.

Mike Lane, AICP

October 4, 2018

Page 6

3. Recreational vehicle usage with electrical hook up;
4. Installation of a new large, wooden crane on the eastside of the Yacht Club Property; and
5. Installation of two (2) free standing storage sheds without the requisite City approvals.

Mr. Fontaine has been a Member of the Yacht Club since January 1978.

In a document entitled "St. Andrews Bay Yacht Club, 218 Bunkers Cove Rd, Boat Yard and Non-residential Operations," Mr. Fontaine has provided numerous pictures which document several of the above-referenced uses in 2018. (A copy of the document entitled "St. Andrews Bay Yacht Club, 218 Bunkers Cove Rd, Boat Yard and Non-residential Operations" is attached hereto as Exhibit "D."). It is difficult, however, to review an aerial photograph taken on September 29, 1993, and determine with certainty whether any of these uses were occurring on September 29, 1993. It should be noted that several of such uses do not appear to fall within the scope of uses which are associated with a private marina, such as a yacht club. See § 105-276(3), City's LDRs. Rather, such uses appear to be associated with a "Marine facility" as defined by Section 105-276(2) of the City's LDRs, which states as follows:

Marine facility, which is defined as a business associated with the construction, fabrication, refurbishing, maintenance, repair (including equipment installation) of boats & vessels, or the removal of any boat or vessel from the water for any such purpose. A marine facility will not be considered a marina for any purpose.

(Emphasis supplied).

D. Recommendation

I recommend that the City proceed as follows:

1. Authorize me to finalize my Preliminary Analysis;
2. Authorize me to provide the final version of my Preliminary Analysis to the Yacht Club;
3. Authorize me to request that the Yacht Club provide evidence that refutes my conclusion that the following items constitute expanded uses:

Mike Lane, AICP

October 4, 2018

Page 7

- a. Increased dry storage of boats owned by the Yacht Club's Members; and
- b. Increased storage of trailers owned by the Yacht Club's Members; and

4. Authorize me to request that the Yacht Club provide evidence regarding whether the following uses were occurring on the Yacht Club Property on August 10, 1993, and, if so, the extent to which such uses were occurring:

- a. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
- b. Displaying, advertising, and sale of boats;
- c. Recreational vehicle usage with electrical hook up;
- d. A large, wooden crane on the eastside of the Yacht Club Property; and
- e. Two (2) free standing storage sheds; and

5. Authorize me to request that the Yacht Club provide its response to my Preliminary Analysis within fourteen (14) days of its receipt of my Preliminary Analysis.

I appreciate the opportunity to assist the City with this matter. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

David A. Theriaque

Enclosures



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

TO: CITY OF PANAMA CITY CODE ENFORCEMENT
RE: ST. ANDREWS BAY YACHT CLUB
218 BUNKERS COVE ROAD
NOTICE DATED NOVEMBER 16, 2017

INTRODUCTION

The Board of Directors (the "Board") of the St. Andrews Bay Yacht Club (the "Club") submits this position statement in response to the request made by City officials during a meeting held at City Hall on or around December 12, 2017. The meeting was arranged to discuss an ongoing code enforcement investigation initiated by neighbors of the Club. Prior to the meeting, the Board did not understand the nature of the allegations because the correspondence from the City concerning the investigation had been vague. During the meeting, the neighbors argued their position that the Club is in violation of the Code because (i) the Club is allowing members to pay to store their boats on trailers on dry land at the Club, (ii) the Club has an unauthorized accessory structure on the property, and (iii) the Club has an unsafe and unauthorized crane on the property. At the conclusion of the meeting, code enforcement and City officials agreed to allow the Club to present its position before further action would be considered.

BACKGROUND

The Club has been in operation since 1933. In 1993, the City adopted the Panama City Land Development Regulations (the "Code"). When the Code was adopted, the Club was operating a private club in a residential zone, and the Club's use was a nonconforming use. A nonconforming use is a "lawful land use existing at the time of passage of this Land





ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd

PANAMA CITY FLORIDA 32401

Development Regulation or amendments thereto, which does not conform with the regulations of the district in which it is located.” (The Code, § 101-3). Nonconforming uses are permitted to continue subject to certain restrictions.” (The Code, § 102-79(a)). One restriction for nonconforming uses is that they may not be “expanded or enlarged or increased or extended.” (The Code, § 102-79(a)(2)). During the meeting, the neighbors and the City officials agreed that whatever use the Club made of the property prior to the Code’s effective date in 1993 was “grandfathered in” as a nonconforming use and should be a permitted use today.

STORAGE OF BOATS AND TRAILERS

The neighbors’ first complaint involves the storage of boats and trailers on Club property. The Club allows a limited number of members to pay the Club to store their boats and trailers on Club property. While the Club does not generate a significant amount of money from this arrangement, the extra funds are helpful for Club operations, and Club members consider storing their boats a benefit of membership. The neighbors argue this member benefit is a commercialization of the parking lot and an improper expansion of the grandfathered nonconforming use. The neighbors’ argument assumes that the Club was not engaged in the renting of boat and trailer space to its members circa 1993. This assumption is misplaced. The Club has historically engaged in dry storage rental. In addition, dry storage rental is incidental to and consistent with traditional Club operations.

It is undisputed that the Club has historically allowed boats and trailers to be stored on the property. During the meeting, the neighbors acknowledged that (i) the Club has always



ST. ANDREWS BAY YACHT CLUB

218 Binkers Cove Rd.

PANAMA CITY, FLORIDA 32401

stored Club-owned boats and trailers on the property and (ii) members have always been permitted to launch their boats and leave the trailers on the Club's property.

Most of the Club's records from the early 1990s were destroyed by Hurricane Opal. Even with this disadvantage, the Directors have been able to find evidence of boat and trailer rental and storage from the relevant time period. The following facts have been confirmed:

1. Dr. Sylvester was a member of the Club in 1993. He has submitted an affidavit stating he paid the Club for storage space for a boat and trailer in 1993. See Exhibit A.
2. Mark Swartz was the manager of the Club from 1990 to 1997. He recalls the Club renting dry storage by the sailing loft during his employment as manager. See Exhibit B.
3. Since 1993, the Club has rented dock slips to members.
4. Since 1993, members have regularly stored sailboats on the Club's beach for extended periods of time.

The official purpose of the Club is "to promote and provide support for the sport of sailing, power boating, water safety and related activities; as well as provide facilities for its members to share common interests in a social atmosphere of mutual camaraderie, both on and off the water." (Article Two of the Restated Articles of Incorporation of St. Andrews Bay Yacht Club, Inc.). The Club's purpose is advanced by allowing Club members to store their boats on the Club's property. Members' access to the Club and their opportunities to sail and power boat are enhanced when the members are allowed to store their boats at the Club.



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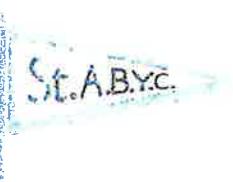
Allowing members to rent dry storage for boats and trailers is consistent with the Club's historical use of the property and is incidental to the use of the property as a sailing and social club. The rentals do not expand the grandfathered use or otherwise increase the burden on the residential zoning.

ACCESSORY STRUCTURES

The neighbors' second complaint concerns a storage shed that has been on the Club's property for years. An accessory structure may be allowed if there is an authorized principal development on the property and may be placed on side or rear yards. (The Code, § 104-119). A storage shed is an accessory structure and must be located at least three feet from an interior property line and at least seven feet from a street or right-of-way. (The Code, § 101-3, § 104-120). The accessory structure at issue is incidental to a principal development, is located on a side yard of the development and does not violate the setbacks. All requirements for an accessory structure in this location have been met.

An accessory structure is subject to level one development review under the Code. The Code, § 102-26(b)(1)(1)(a)(3). If the Club were to apply for level one development review, the review would be perfunctory and, since all requirements are satisfied, the development order would issue.

CRANES



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

The neighbor's third complaint is that the Club has an unauthorized and unsafe crane in operation on the property. The Club has addressed the complaints regarding the safety of the mast/pole crane. The fixed wood crane span at the top of the mast/pole was removed. The existing mast/pole was cut to lower the top of the pole approximately 10-15 feet. A new aluminum derrick style crane was installed on the mast/pole. The derrick style crane was inspected and deemed safe by a licensed crane inspector. A copy of the inspection report is on file at the Club.

The neighbors' argument that the cranes are unauthorized structures on the property is without merit. The cranes have been on the property for many years. Attached as Exhibit C is a copy of a development order approved for the jib crane installation in 2005, and the mast/pole crane was erected in the same general time period. Unquestionably, both the jib crane and the mast/crane pole were in existence in 2009 when the City adopted Ordinance 2330 and entered into a Development Agreement with the Club. The Development Agreement specifically provided that nonconforming structures in existence on the property in 2009 would be permitted to remain in their nonconforming state. (Development Agreement, Article VI, Paragraph 9). Because both cranes are allowed nonconforming structures under the Development Agreement¹, the neighbors' argument must fail.

CONCLUSION

¹The application of the Development Agreement to a crane is assumed for argumentative purposes only. The Club does not concede that a replacement of a crane would be governed by the Development Agreement.



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

Based upon the foregoing, the Club is in compliance with the Code, and no further action by code enforcement against the Club is appropriate at this time.

Respectfully submitted this 20th day of February, 2018.

The St. Andrews Bay Yacht Club



Panama City Police Department

1209 E. 15th Street
Panama City, FL 32405
www.panamacitypolice.com
Code Enforcement Section 872-7209



Scott Ervin
Chief of Police

Bruce Clayton
Deputy Chief of Police

Pat Lee
St Andrews Yacht Club
218 Bunkers Cove Road
Panama City, FL 32401

11/16/2017

Dear Pat Lee,

The Panama City Police Department Code Enforcement Section has received complaints about your property located at **218 Bunkers Cove Road, Panama City, FL 32401**. An inspection was conducted on **08/09/2017** and it was found to be in violation of the following Panama City Municipal Code.

Code Sections and Descriptions:

104-31(b) - Non allowable use of zoning

This is a **FORMAL** request that you:

Obtain a development order for the shed located on the east side of the property facing Bunkers Cove Rd. Cease the use of the property originally designated as overflow parking for boat storage, or petition the Planning Board for a level 3 development order which would require a hearing to amend the Land Development Regulations in regards to this property and would allow for an extension of the 12/18/2017 deadline in order for the hearing to take place.

To obtain the Development Order contact the City of Panama City Land Use Department located at 9 Harrison Ave Rm 203 or by phone at 850-872-3025.

Your voluntary cooperation in correcting these violations would be greatly appreciated and will eliminate the need for further action on our part to bring it into compliance with the Panama City Municipal Code.

A re-inspection will be conducted on **12/18/2017**, at which time the property must be in compliance. If it is still in violation at that time you may receive a citation and summons to appear before a Code Enforcement Magistrate, at which time fines and court costs may be imposed and formal action may be taken to have the violations corrected.

If you have any questions or if I can be of assistance to you, please call (850) 872-7209.

Respectfully,

A handwritten signature in blue ink, appearing to read "E. BENTLEY".

Eric Bentley #3602
Code Enforcement Officer

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this letter has been furnished by U.S. Mail To Pat Lee
218 Bunkers Cove Road Panama City FL 32401 on 11/16/2017.

A handwritten signature in blue ink, appearing to read "E. BENTLEY".

AFFIDAVIT

COUNTY OF BAY
STATE OF FLORIDA

I, Peter P. S. [initials] M, after being duly sworn, state the following as testimony regarding my history of payment for storage of a marine vessel at the St. Andrews Bay Yacht Club:

1. I hereby attest and affirm that I have been a member of the St. Andrews Bay Yacht Club since 1990.
2. I further attest that I did pay a monetary fee for marine vessel storage prior to the year of 1993.

This is the end of my affidavit.

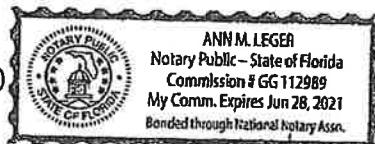
Peter P. S. [initials] M

Date 1/23/2018

Before me personally appeared with whom I am personally acquainted or has produced sufficient legal identification and who upon being duly sworn certifies that the information furnished by him as incorporated in the foregoing Affidavit is true and correct on this date: 4/23/2018.

Ann M. Leger
NOTARY PUBLIC

(SEAL)



Cecilia Boyd

From: Mark Swartz [REDACTED]
Sent: Thursday, February 8, 2018 10:59 AM
To: Cecilia Boyd
Subject: RE: STABYC

Hello Cille,

Regarding the renting of space, I do recall renting "dry" storage over by the Sailing Center. I cannot the exact date it started nor even what was charged.(maybe something like \$25 a month?) As far as proof, the only thing I can think to look at would be the financial reports and maybe some individual member accounts that would have listed that charge on billings or to dig up Board meeting minutes where it was approved. I believe Willard Dean was our accountant at the time, and he might be able to shed some light if he's available. John Morrow was also on the Board for a number of years around that time and he might be able to give some clarity. Jay Wallace, Club Manager who followed me would also be a good source. I believe he's running a club in south Florida.

As far as other income generated, we had income for events that were held upstairs in the Sailing Center room (member /member sponsored events) or as part of regatta's. Income was from food/beverage receipts. It wasn't used very often during my time there, as it was just being transformed from a garage area for the sailing program into a more user friendly facility. The room upstairs was also provided free of charge for a meeting space for Board of Governor meetings, occasional Power Squadron and Coast Guard Auxiliary Meetings, and for a classroom for the Junior Sailing program over the summertime.

Hope that helps a little. Tell your Daddy I said hello.

Regards,

Mark S. Swartz, CPIA
Agency Principal – Ford Insurance Agency

"Providing Insurance Choices to Protect Family, Property and Dreams"

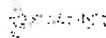
AUTO HOME BOAT BUSINESS BONDS LIFE



Ford Insurance Agency

2919 Canoe Creek Road
St. Cloud, FL 34772
Office (407) 847-5892
Cell [REDACTED]

www.fordinsfl.com

 Please consider the environment before printing this e-mail.

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transmission is strictly prohibited. Also, for your protection, coverage cannot be bound or changed via voice mail, email, fax or online via the agency's website, and is not effective until confirmed directly with a licensed agent.

From: Cecilia Boyd [mailto:cboyd@boydlawofficepa.com]

Sent: Thursday, February 08, 2018 10:22 AM

To: [REDACTED]

Subject: STABYC

Hi Mark. I hope you are doing well. We miss you in the panhandle.

I am working with the yacht club on a code enforcement complaint brought by some of the neighbors. The complaint is that the Club is charging members to keep their boats on trailers. The Club is providing monthly rentals. The neighbors say this is an illegal expansion of the grandfathered non-conforming use that allows the club to operate in a residential neighborhood.

We are trying to determine whether the Club was renting any space for trailers or boats on land in the early 90s. We will be judged by whatever we can prove we were or were not doing in 1993. Do you recall anything that would be helpful for our cause? If you don't recall renting any dry storage, is there anything else you recall that may be helpful. Did we get any revenue from anything else that wasn't generated inside the clubhouse (food, drink, banquet, dues) or on the docks?

I apologize for imposing on you. Thanks,
Cecilia

Cecilia Redding Boyd
Boyd Law Office, P. A.
P. O. Box 69
Panama City, FL 32402
850.872.8514



CITY OF PANAMA CITY
Division of Planning & Land Use Services

9 Harrison Avenue/P.O. Box 1880
Panama City, Florida 32402-1880

Tel: (850) 872-3025
Fax: (850) 872-3077

Development Order

Document Number 00012226

Project Type: Addition to building
Project : St. Andrews Yacht Club Jib Crane Installation
Location : 218 Bunkers Cove Road

Received : 10/13/2005
Date Called : 10/26/2005
D.O. : 10/26/2005

Name: (first last)	St. Andrews Bay Yacht Club	Billing Name	St. Andrews Bay Yacht Club
Address:	218 Bunkers Cove Road	Address	218 Bunkers Cove Road
City, State, Zip	Panama City, FL 32401	City	Panama City, FL 32401
Phone:	319-8048	Phone	319-8048

Comments **APPROVED PROJECT AS PLANNED. A CERTIFICATE OF ACCEPTANCE INSPECTION IS REQUIRED.**

Connection: Water Meter

Meter Size:	Tap Size:		
Impact Fee: 0	Connection Fee: 0	Deposit Fee: 0	Construction Fee: \$0.00

Comments: N/A

FEES & CHARGES	TOTALS
Utility Fees	\$0.00
Construction Fee	\$0.00
Bay County Impact Fee	
Review Fee	\$85.00
Total Amount Due	\$85.00

By: Receipt Number: 7976

Date issued
Estimate good for 90 days
Comments

Land Use RLD-2
Flood Zone X & AE
Base Flood N/A
Finished Floor N/A



CITY OF PANAMA CITY
Department of Land Use

**9 Harrison Avenue/P.O. Box 1880
Panama City, Florida 32402-1880**

Tel: (850) 872-3025
Fax: (850) 872-3077

Document Number 00012226

Number of Connections 0

If Sent to Utility Dept.: Water Meter

Water 1 Impact Fee 0 Connection Fee 0 Deposit Fee 0 Construction Fee 0.00 Bay Co. Impact Fee 0.00

Meter Size	<input type="radio"/> 3/4" <input type="radio"/> 1" <input type="radio"/> 1 1/2" <input type="radio"/> 2" <input type="radio"/> Other <u>Reset</u>
	<input type="radio"/> 3" <input type="radio"/> 4" <input type="radio"/> 5" <input type="radio"/> 6" <input type="radio"/> 7" <input type="radio"/> 8" <u>Reset</u>
	<input type="radio"/> 2" <input type="radio"/> 4" <input type="radio"/> 6" <input type="radio"/> 8" <u>Reset</u>
Number Requested	

Comments: N/A

Meter Information	
Size: Tap Size:	Comments:
B.O. ID No:	Meter ID:
Date Installed :	Installed by: Meter Completed - Meter Section
Account Number	Meter Added to NWS

Send To: Planner on 10/13/2005	Submit
<input checked="" type="radio"/> Approved <input type="radio"/> Rejected on 10/26/2005	
Comments: 10/26/05--DC--Site plan was submitted. All setbacks are good. Final review is complete and everything checked good. APPROVED PROJECT AS PLANNED. A CERTIFICATE OF ACCEPTANCE INSPECTION IS REQUIRED.	
10/21/05--DC--Customer is installing a fixed crane for a boat lift at a yacht club. This club is a non-conforming use in an RLD-2 zoning. This is not expanding the use. No site plan was submitted. Called the customer to bring in a site plan.	
Site Plan/ Review Fee	\$85.00 Approved Completed
	Reply Reviewer Status

Structure Type: Units: Height:

Level: 1 2 3 C.A.: Yes No

Sent By: Abigail Price/Cityofpanamacity
Completed depriント

E655D1530CA5AEC38625709900717910



N

0 100 200 300
Feet

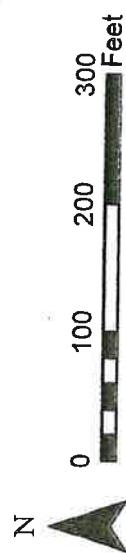
version of 20190927
James J Miller PHD LLC
jim@jimmiller.com
850-445-5042

St. Andrews Bay Yacht Club
September 29, 1993 Aerial Photography



version of 20190927
James J Miller PHD LLC
jim@jimmiller.com
850-445-5042

St. Andrews Bay Yacht Club
Current Aerial Photography

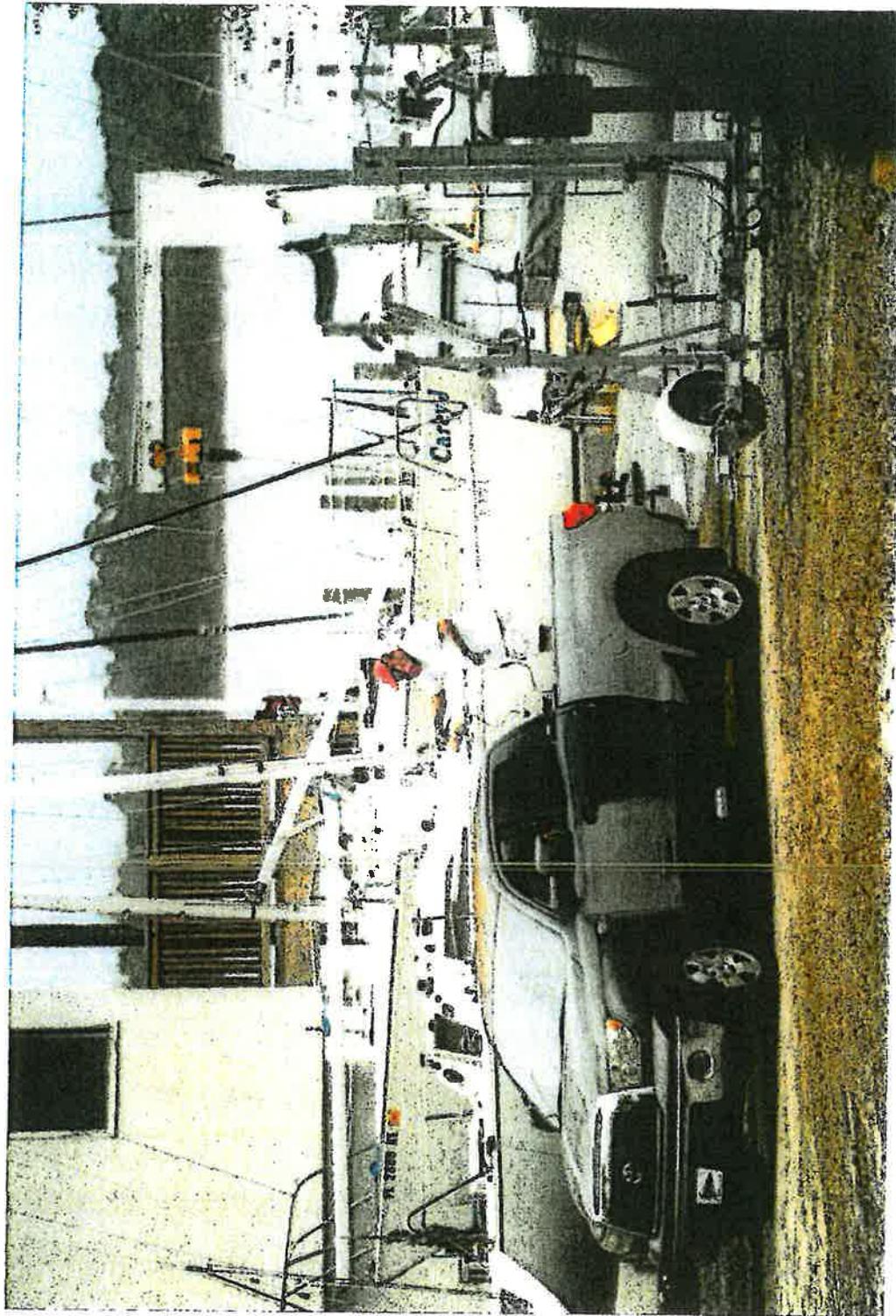


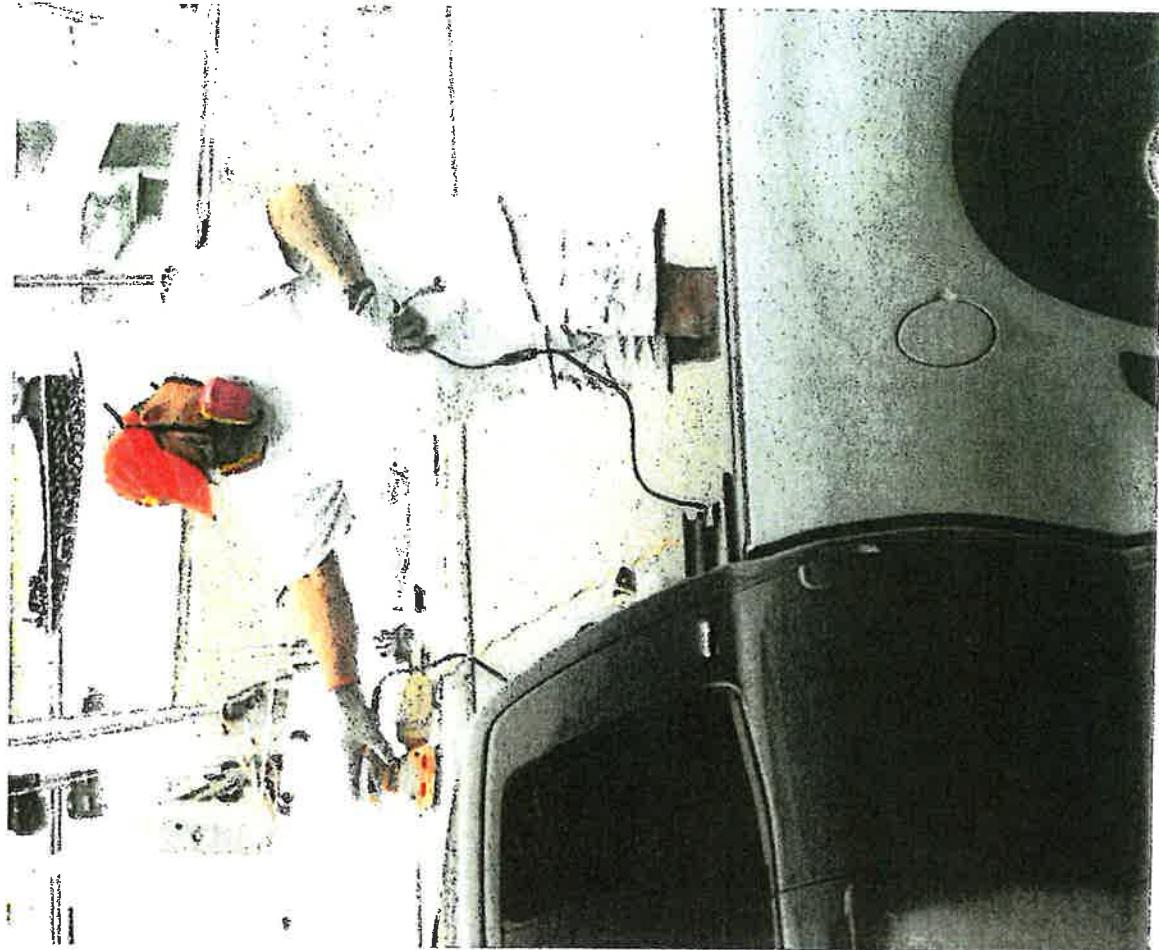
St. Andrews Bay Yacht Club
218 Bunkers Cove Rd
Boat Yard and Non-residential Operations

- Fiberglass Sanding and Resin Work
- Boat Rebuild for Commercial Sales
- Non-engineered Crane for Boat Maintenance Operations
- Boat rebuilding in Yacht Club parking lot
- RV usage with hook-up
- Tent Camping



Picture taken 1-27-2018 Fiberglass Work at 218 Bunkers Cove Rd

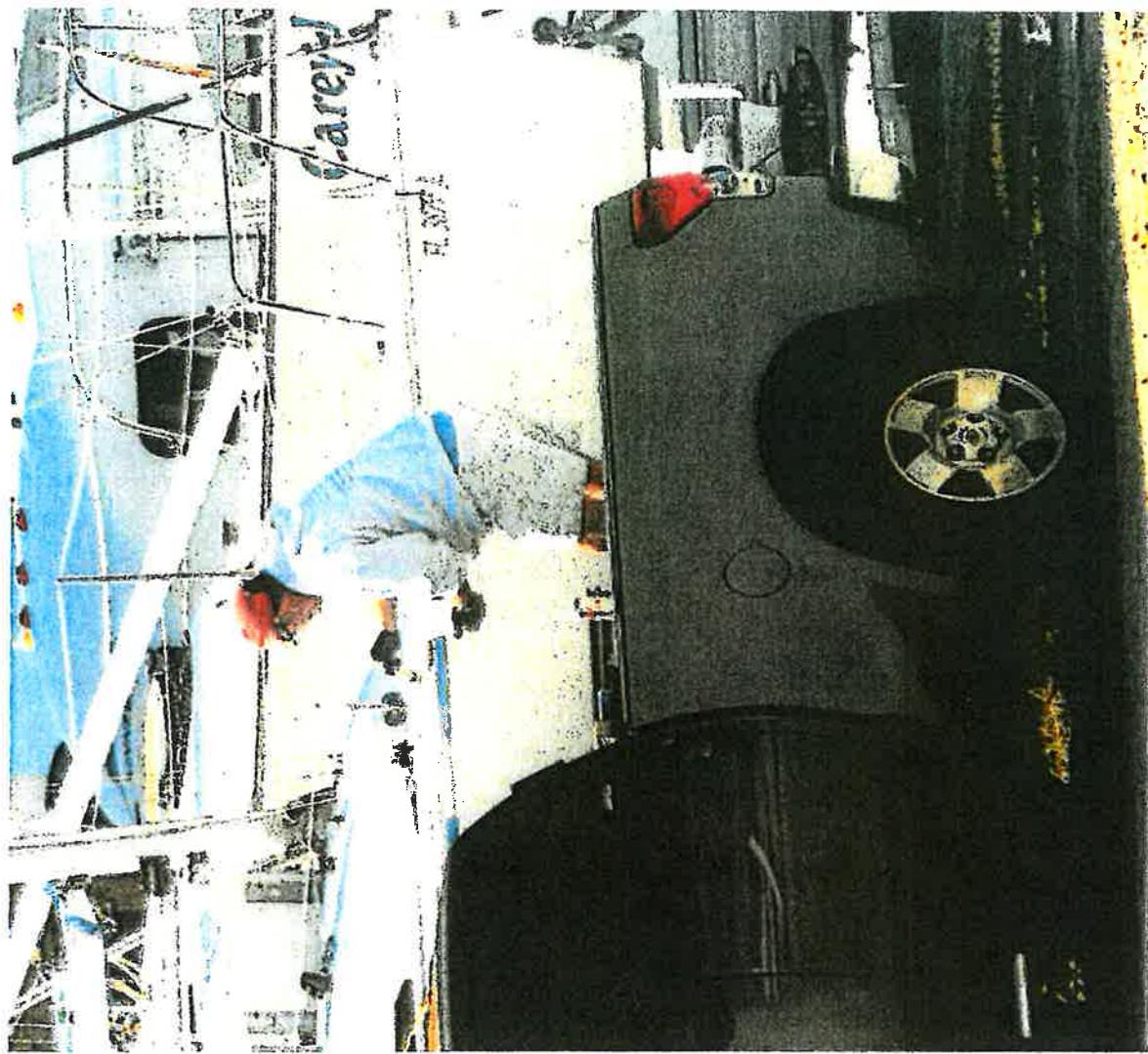




Boat Yard Operations- 1-27-2018

Picture Taken 2-5-2018 Fiberglass resin work at 218 Bunkers Cove Rd

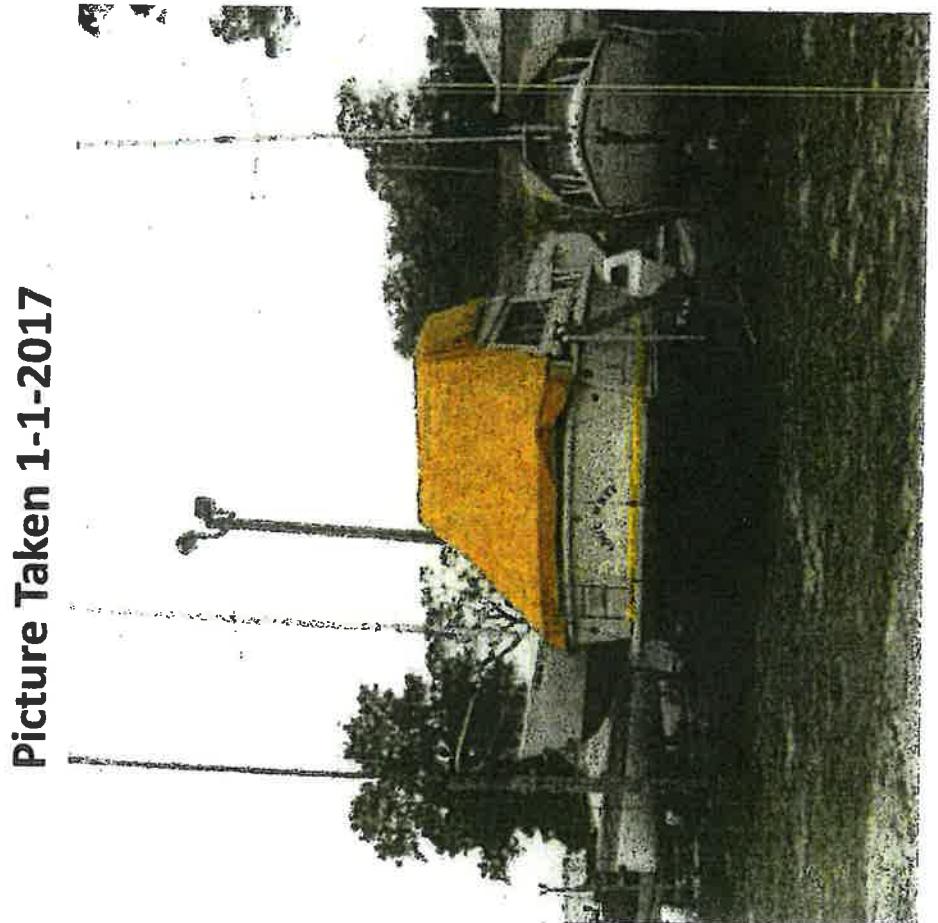




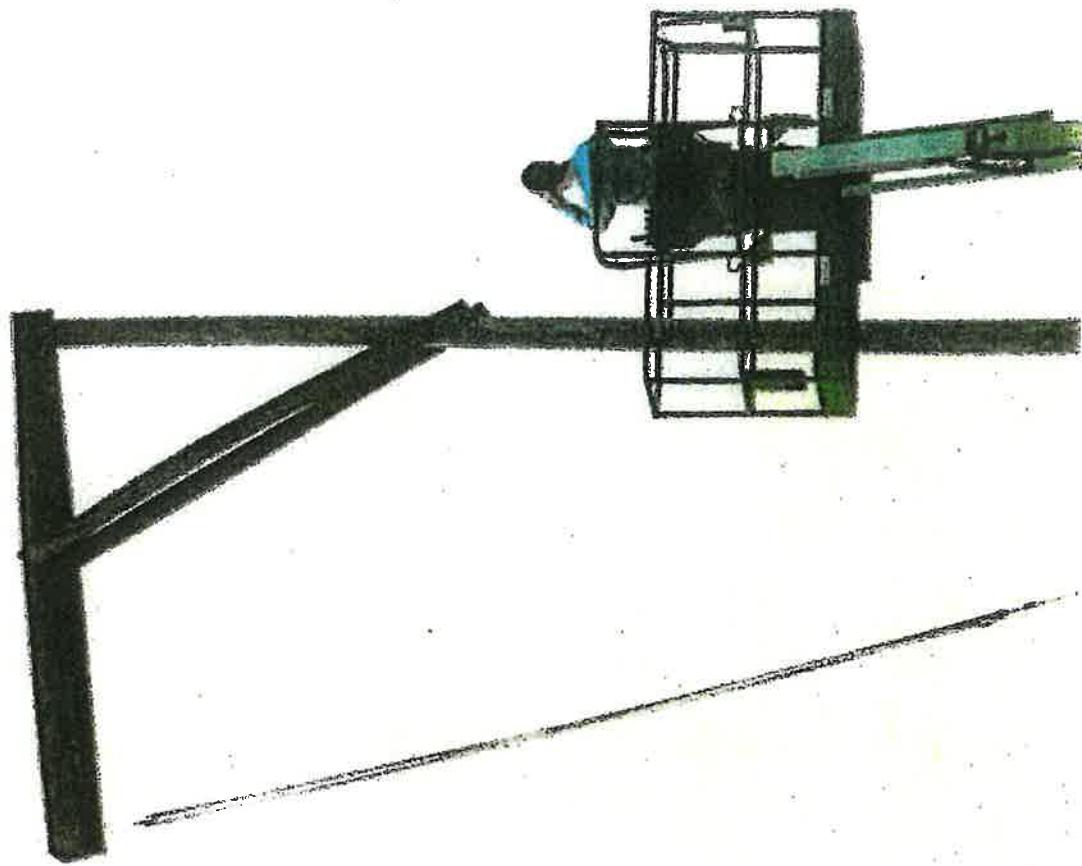
Boat Yard Operation
Fiberglass Resin Work

Commercial Boat Rebuild and Sales

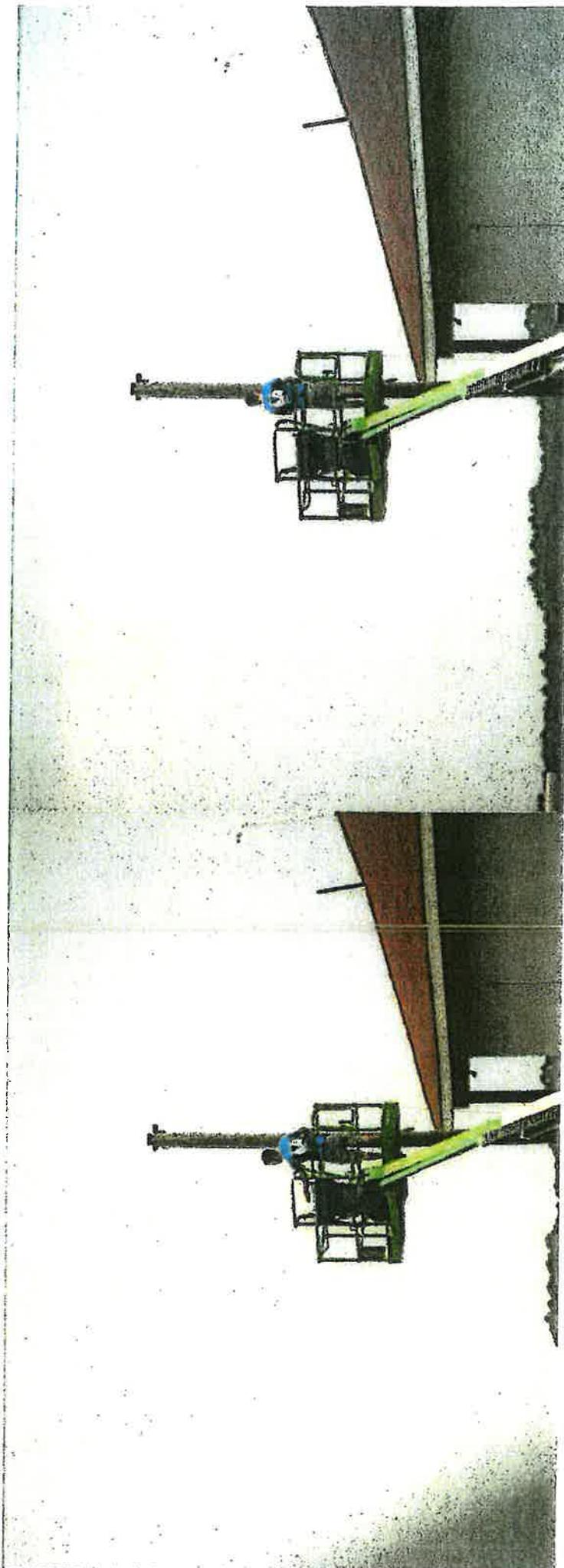
Picture Taken 1-1-2017



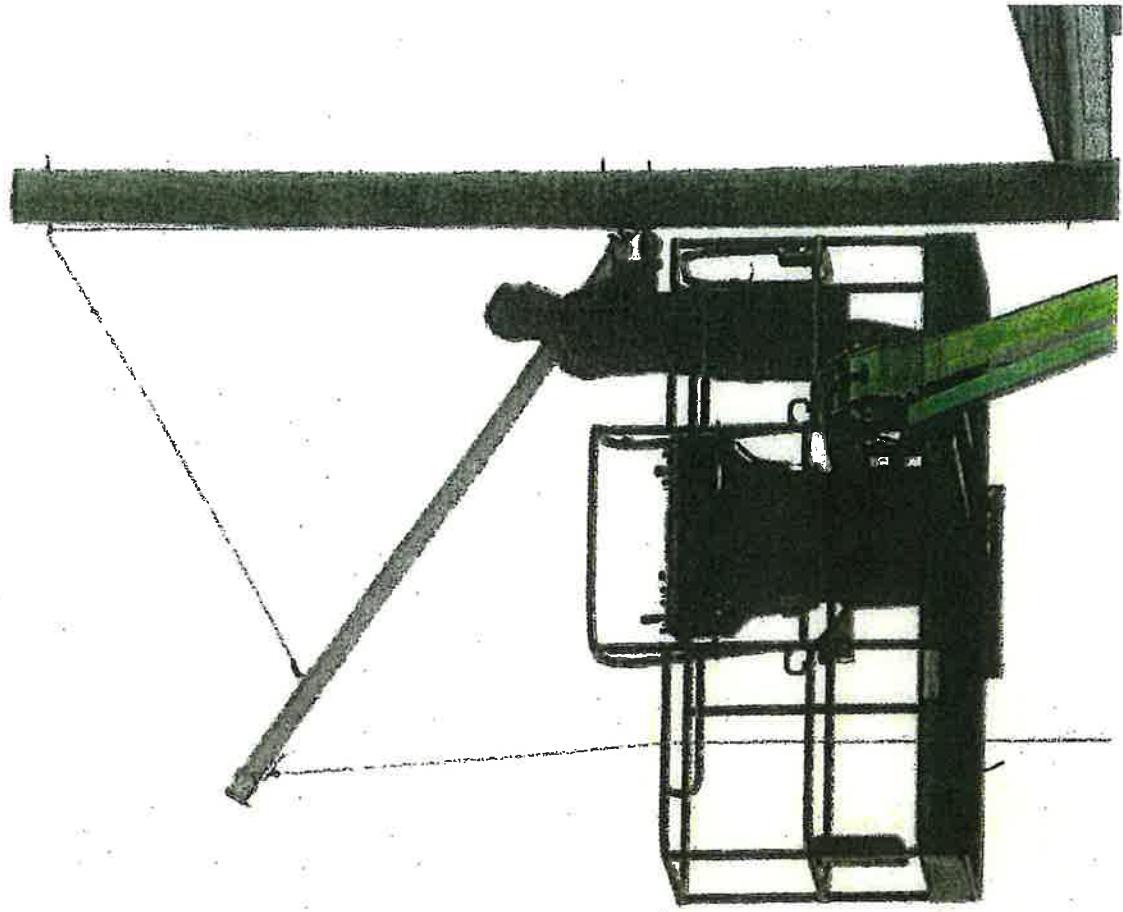
Picture Taken 1-24-2018
Crane built to perform
maintenance on boats
without regard to crane
safety standards (operator
should be using fall restraint)



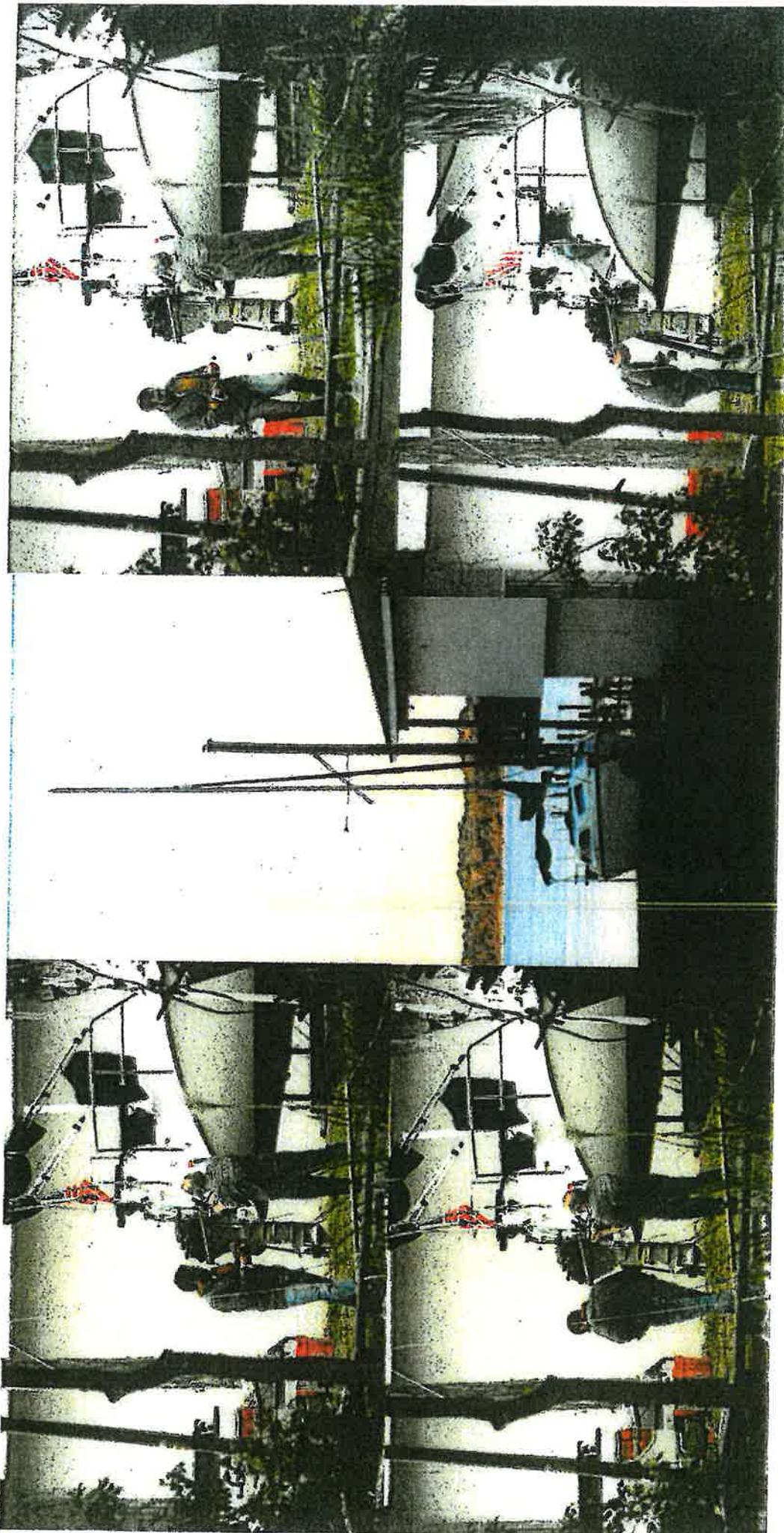
Picture Taken 1-25-2018 Crane rebuilt after NOV filed and with YC Board Approval



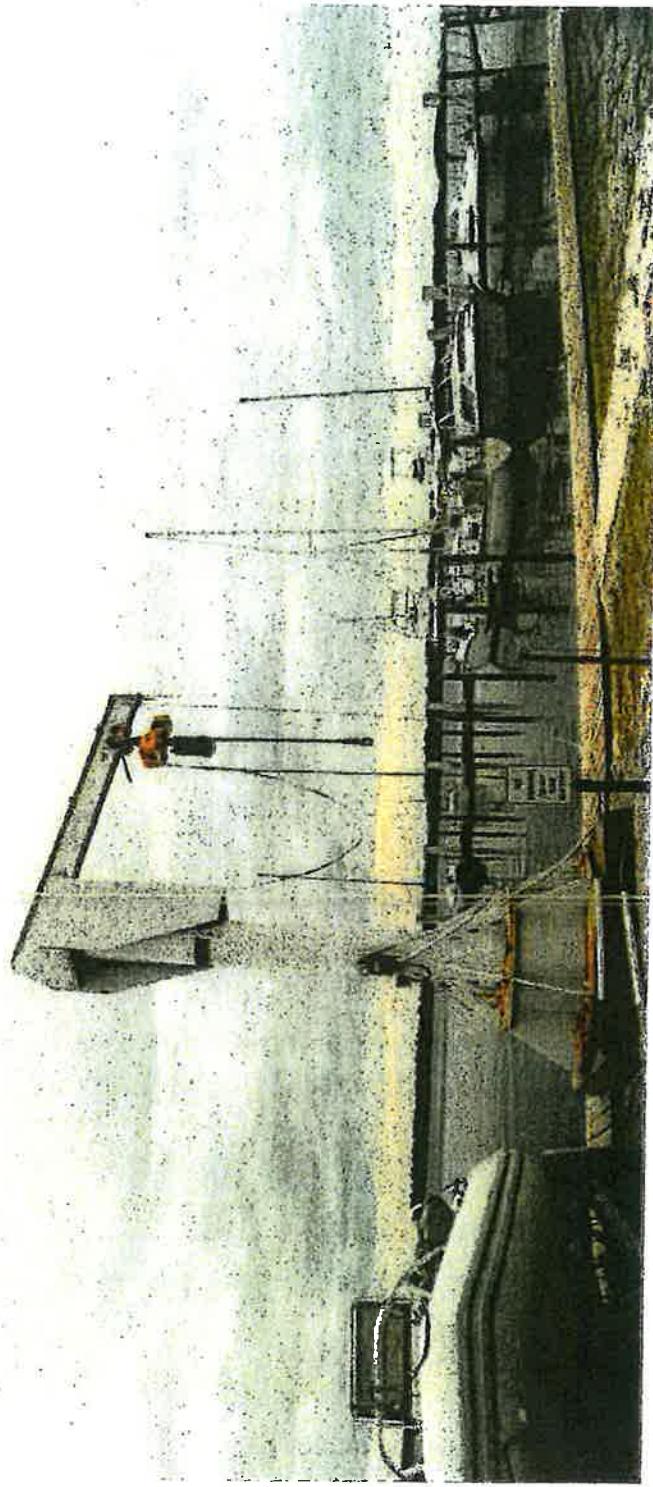
**Picture Taken 1-26-2018 Crane rebuilt
without engineering design standards to
protect safety. (Operator should have fall
restraint) Unknown foundation, Exhibit C
was for foundation of metal crane, no
mention of wooden crane foundation**



Boat Staged at Wooden Maintenance Crane
pictures taken 3-10-2018



Club used this crane's development order (Exhibit C) to support installing wooden crane





CITY OF PANAMA CITY
Division of Planning & Land Use Services

900 Main Avenue, P.O. Box 1100
Panama City, Florida 32402-1100
Phone: (850) 871-3177
Fax: (850) 871-3177

Development Order

Received 10/13/2005
Date Created 10/13/2005
U.G.

Document Number 000142228

St. Andrews Yacht & Racquet Club

218 Bachelor Grove Road

St. Andrews, Yacht Club, 31401

Florida

Comments

None

Connection: Water Meter

Site Size:

Impact Fee (\$)

Comments: None

Construction Fee (\$)

Permit Fee (\$)

Inspection Fee (\$)

Review Fee (\$)

Subtotal (\$)

500.00

Total Amount Due (\$)

500.00

Receipt Number: 2070

Date issued: 10/13/2005
Estimate valid for 60 days.
Comments: None

Land Use: RLU-2
Floor Zone: X-B-A-1
Roof Forest: N/A
Flood Forest: N/A

Project Name:	St. Andrews Yacht & Racquet Club
Address:	218 Bachelor Grove Road
City, State, Zip:	St. Andrews, Yacht Club, 31401
Phone:	319-4949
Comments:	None
Connection:	Water Meter
Site Size:	None
Impact Fee (\$):	None
Construction Fee (\$):	None
Permit Fee (\$):	None
Inspection Fee (\$):	None
Review Fee (\$):	None
Subtotal (\$):	None
Total Amount Due (\$):	None

Submitted By: Alfaro, P. J. (City of Panama City)
Printed: 08/15/2005
E#010142228-AFCAB257082071710

Signature:

Editor: C



CITY OF PANAMA CITY
Department of Land Use

900 Main Avenue, P.O. Box 1100
Panama City, Florida 32402-1100
Phone: (850) 871-3177
Fax: (850) 871-3177

Tel: (850) 871-3675
Fax: (850) 871-6977

Measurement Number 000142228

Project Name: Construction Fee (\$)

Deposit Fee (\$)

Permit Fee (\$)

Review Fee (\$)

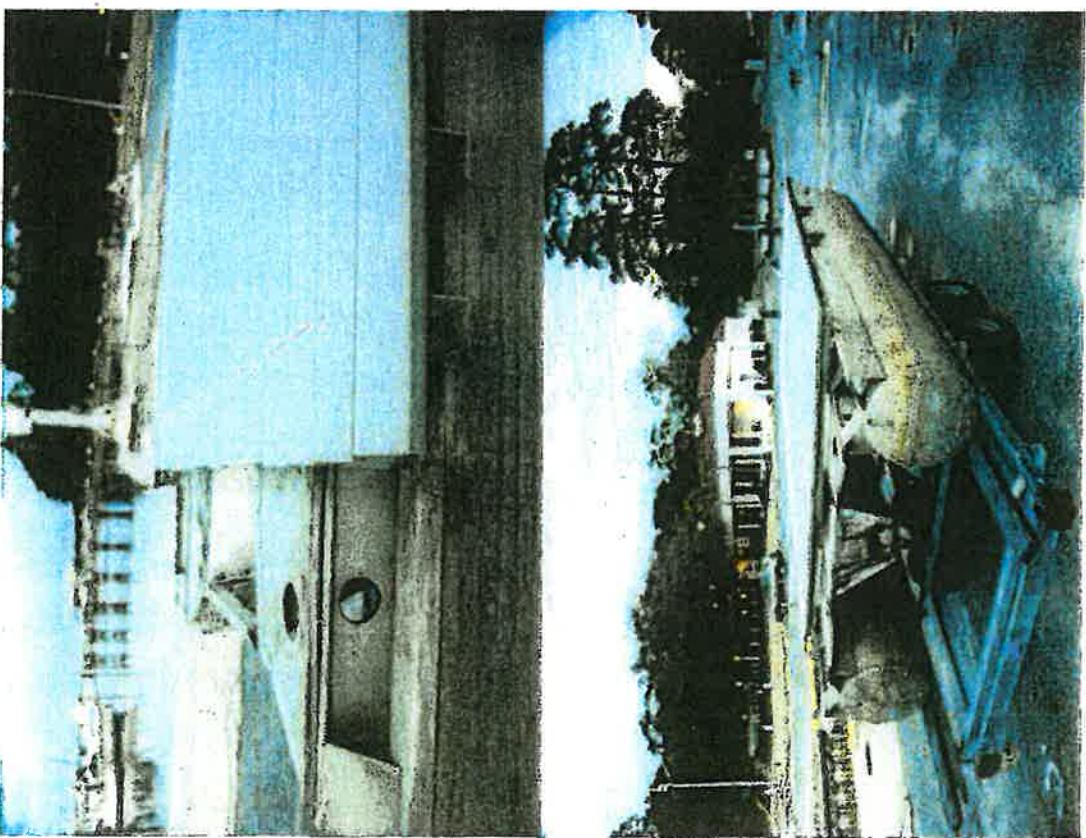
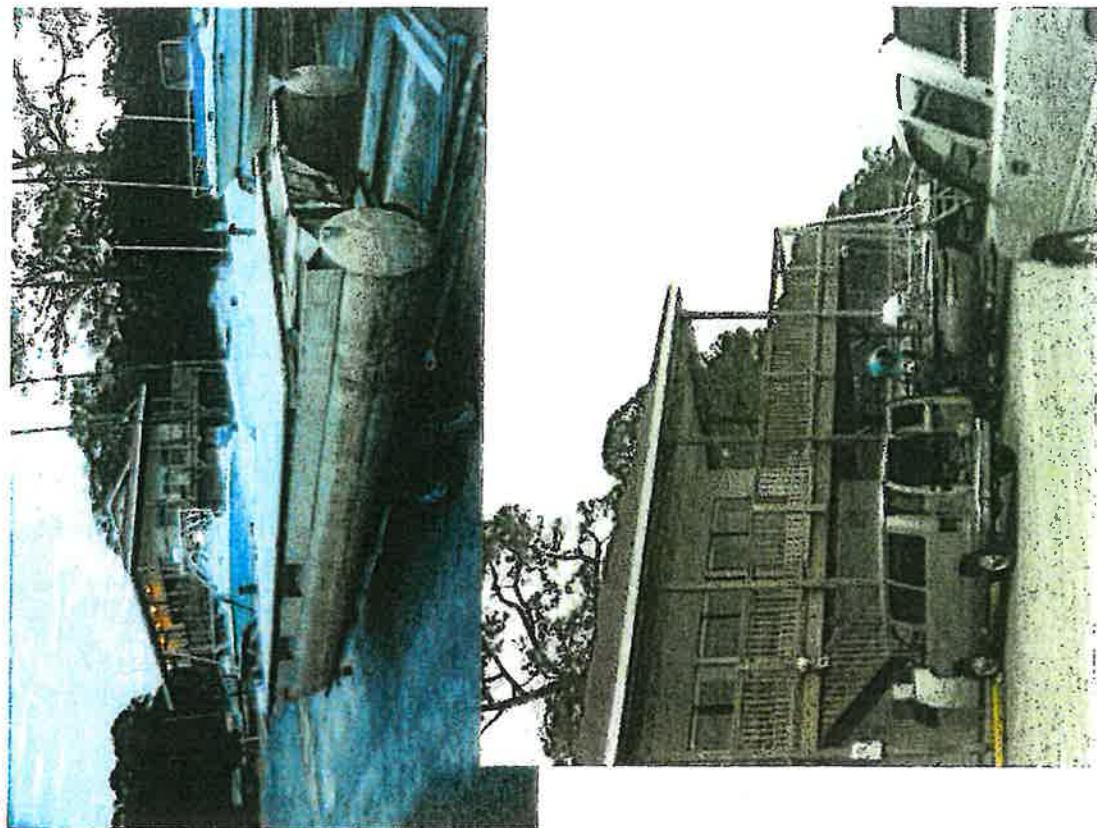
Subtotal (\$)

None

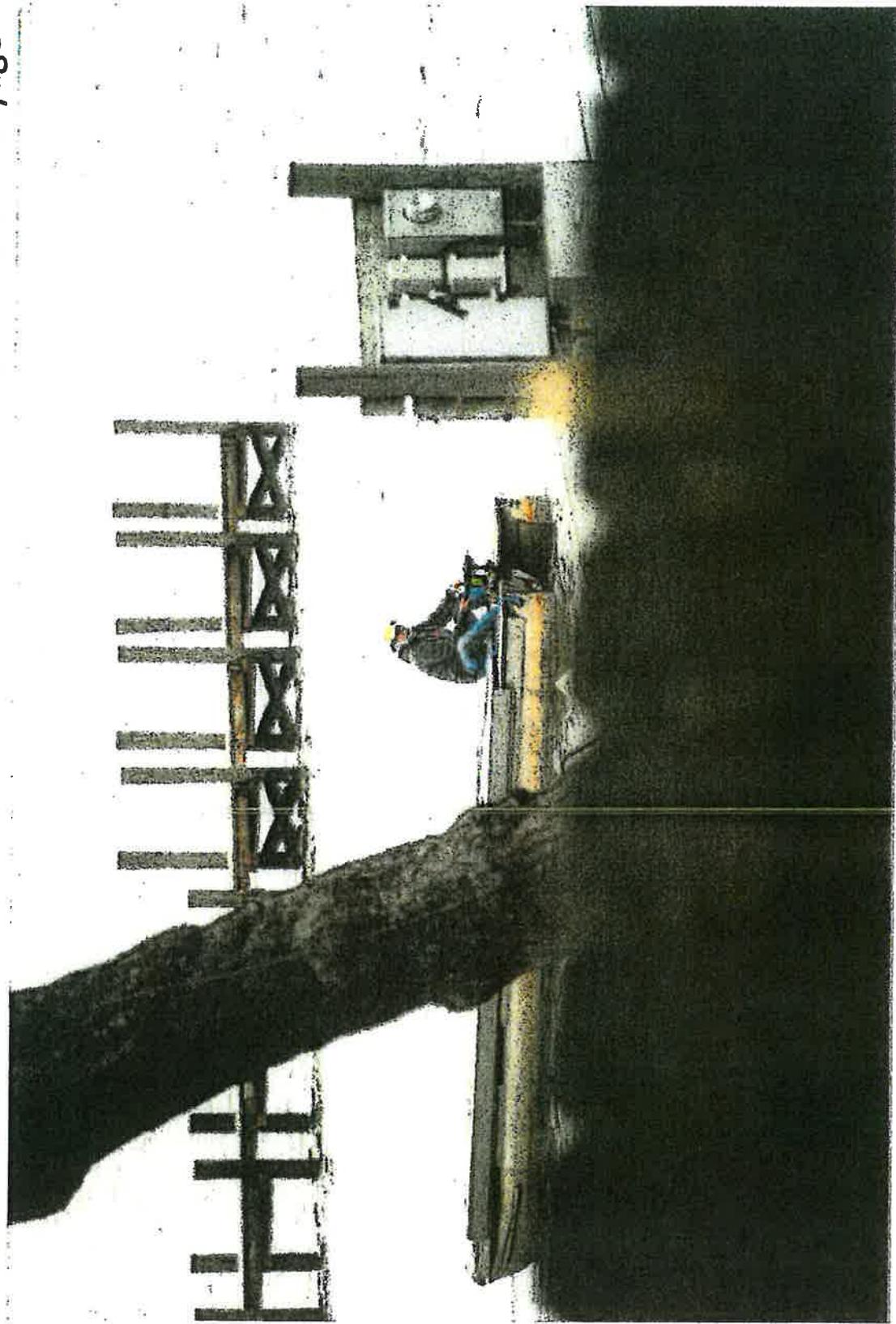
Permit Details		Permit Holder Details		Permit Type		Permit Status		Permit Conditions		Permit Expiry	
Permit No.	Date	Permit Holder Name	Permit Holder Address	Permit Type	Permit Status	Permit Status	Permit Status	Permit Conditions	Permit Conditions	Permit Expiry Date	Permit Expiry Date
1234567890	2023-01-01	John Doe	123 Main Street, Anytown, USA	Construction	Issued	Valid	Valid	Not Approved	Not Approved	2024-01-01	2024-01-01
<p>Permit Holder Details:</p> <p>Name: John Doe Address: 123 Main Street, Anytown, USA Phone: 123-456-7890 Email: john.doe@example.com Permit Type: Construction Permit Status: Issued Permit Conditions: Not Approved Permit Expiry Date: 2024-01-01</p>											
<p>Permit Conditions:</p> <p>Not Approved</p>											
<p>Permit Expiry:</p> <p>2024-01-01</p>											

**Permit Record for
crane note no
inspection performed
on foundation, no
Certificate of Usage
issued. No mention of
using this permit to
build wooden crane**

Picture Taken 2-9-2008 Boat Yard Operation rebuilding boat 218 Bunkers Cove Rd



Picture Taken 2-11-2018 Boat rebuilt at 218 Bunkers Cove Rd maiden voyage



Watson Landings, a boat and trailer storage business is zoned General Commercial 2-(GC-2)
Bay County Boatyard, a boat repair business is zoned Light Industry-(LI)
St Andrews Bay Yacht Club, a private club, operating boat and trailer storage business and
performing boat repair and commercial sales business is zoned Residential 1-(R-1)



Panama City Florida Municipal Code

ARTICLE VIII. - MARINA DEVELOPMENT STANDARDS

Sec. 105-273. - Public purpose. The development & operation of marinas is an activity potentially detrimental to recreation, fish life, navigation, waterfront accessibility & aesthetic values shared by the public at large, & shall be properly managed according to the minimum standards of this section. The purpose of this section is to provide standards & criteria intended to minimize the potential detrimental effects caused by marina development.

(CPLDR 1993, § 5-10.1)

Sec. 105-274. - Applicability. The standards & criteria set forth in this section shall apply to all new marina developments & the expansion of any existing marina.

(CPLDR 1993, § 5-10.2)

Sec. 105-275. - Other permits or approvals. All required permits & approvals from government agencies having jurisdiction over a marina development are a prerequisite to the issuance of a development order by the city. Notwithstanding the above, the city may issue a letter of intent if such letter is necessary to obtain the required permits or approvals from other agencies provided the developer (or the applicant) has provided the city with reasonable assurances the other required permits or approvals can be obtained. (CPLDR 1993, § 5-10.3)

Sec. 105-276. - Types of marinas. Marinas are classified & defined as follows:

(1) **Commercial marina**, which is defined as a facility offering in-water boat docking or slip rentals not associated with fabrication, construction, repair or maintenance of boats or vessels or the removal of boats or vessels from the water for such purposes. Any docking facility, with or without dock or slip rentals, providing fuel or offering merchandise for sale shall be deemed a commercial marina.

(2) **Marine facility**, which is defined as a business associated with the construction, fabrication, refurbishing, maintenance, repair (including equipment installation) of boats & vessels, or the removal of any boat or vessel from the water for any such purpose. A marine facility will not be considered a marina for any purpose.

(3) **Private marina**, which is defined as any dock or facility offering spaces for boat docking or slip rentals, the use of which is restricted to membership in a private club or organization, including yacht clubs, boating clubs, boating & sailing associations, & other like & similar types of organizations.

(CPLDR 1993, § 5-10.4)

Sec. 105-277. - Location by land use district.

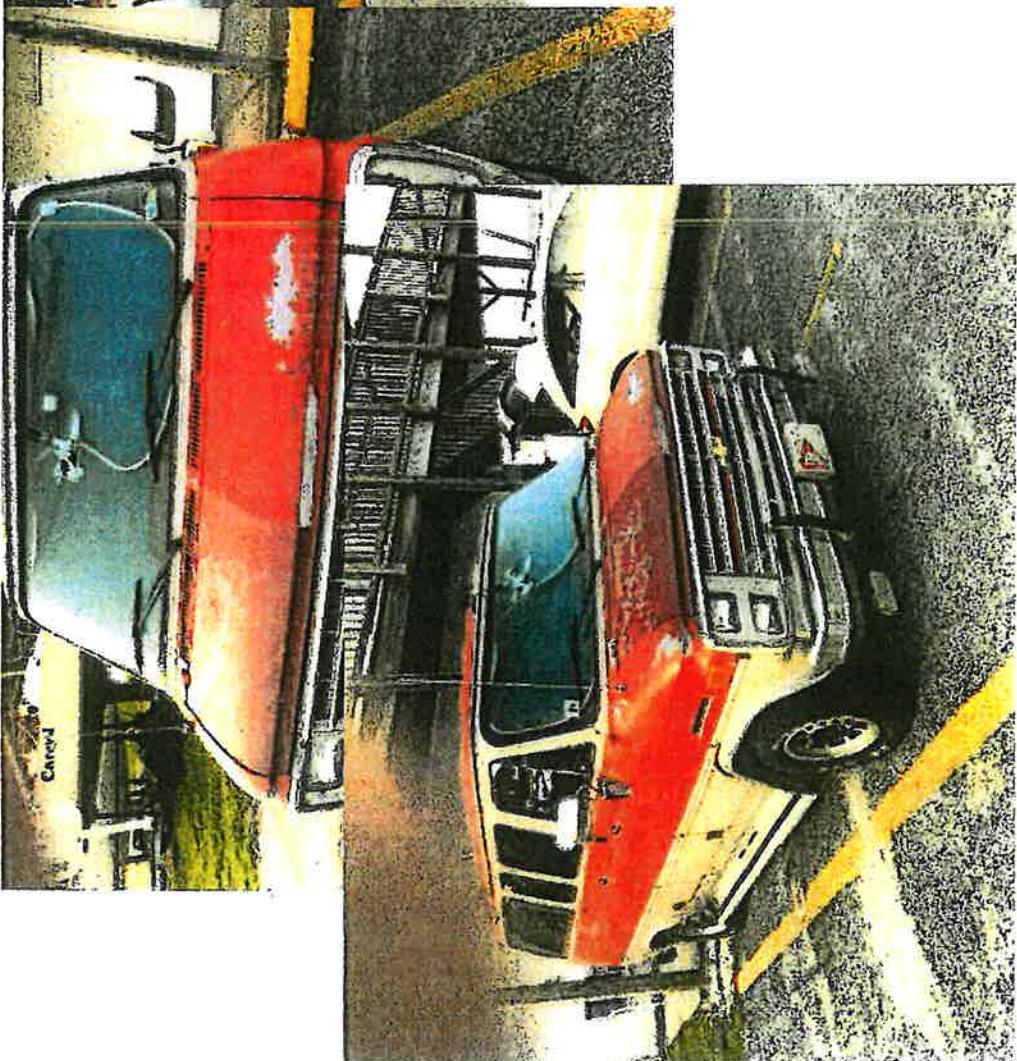
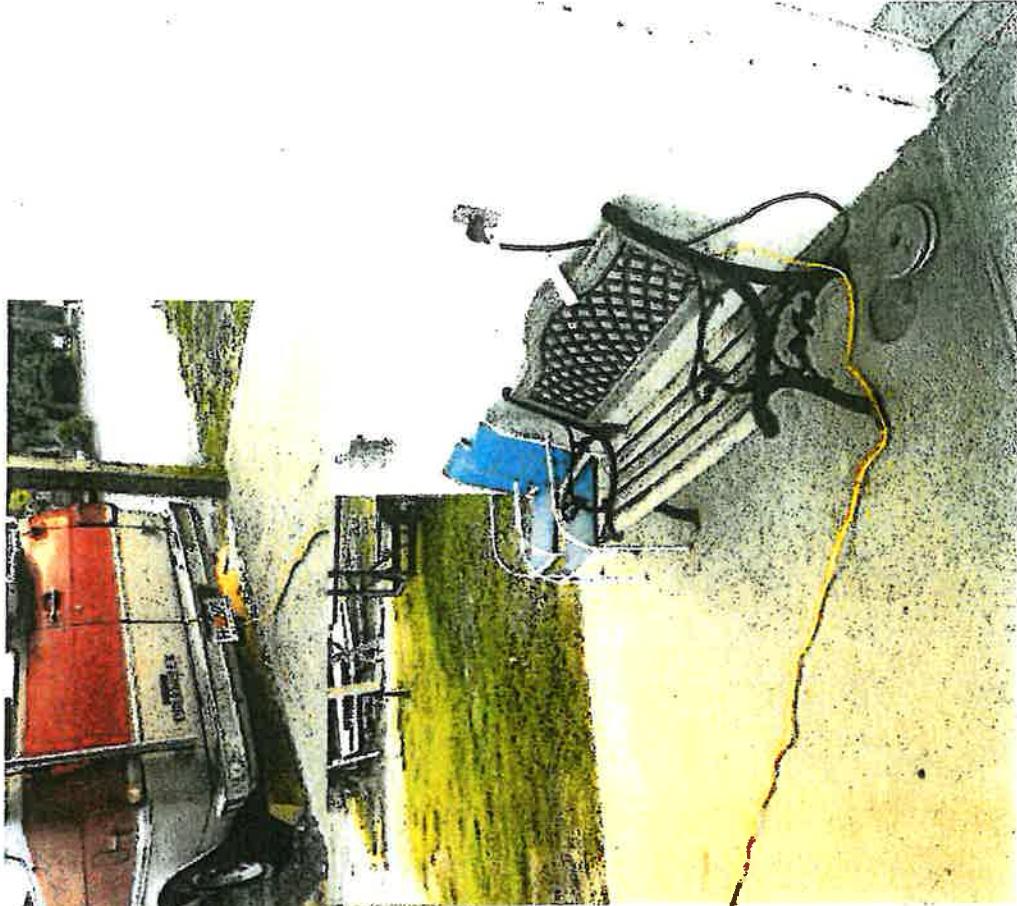
(a) **All marinas are prohibited in RLD districts.**

(b) **Marinas may be allowed in MU & GC districts as conditional uses & as allowable uses in LI & HI districts.**

(c) **Any marina facility must be located in LI or HI land use districts.**

(CPLDR 1993, § 5-10.5)

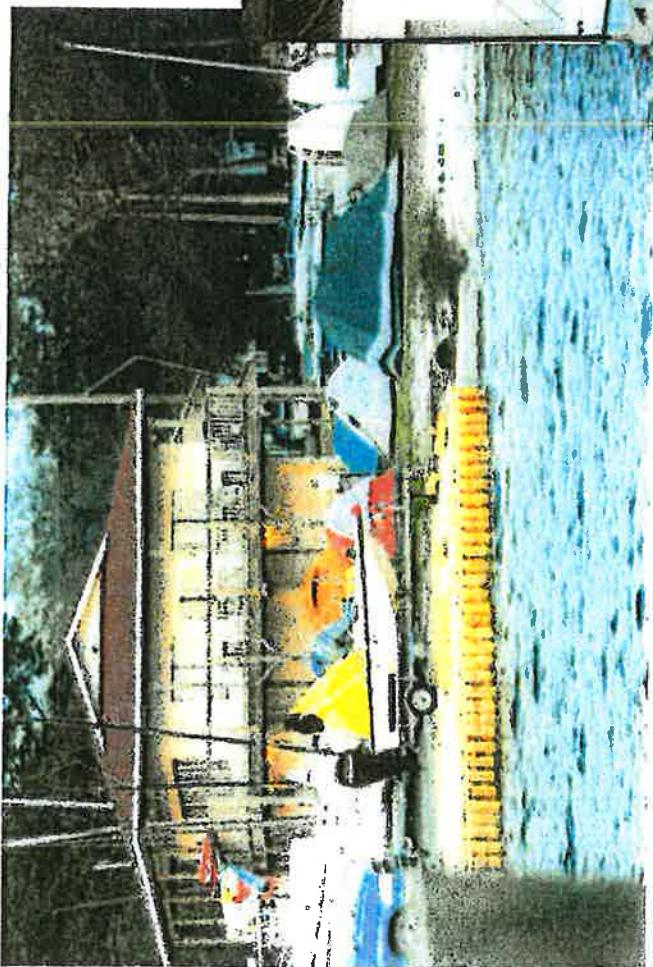
Other non-Yacht Club uses: RV Park pictures taken 7-1-2017





RV parking
picture taken 3-
18-2018

Tent Camping pictures taken March 2018



Boyle Lot. Members told during purchase proposal that deed restrictions provided vegetative neighborhood buffer only, lot previously used on east side so full of boat yard operation no place to stage regattas



What kind of boat trailer is this?: Storing Utility Trailers Picture taken 3-2-2018



6. Unfinished Business

a. Capital Expenditures: Bill Steiner reported that a list of capital expenditures made during the shutdown would be presented at the next meeting.

b. Code Enforcement Notice: Commodore Littleton requested that the Board review the City Ordinance to determine whether the Club is in violation.

Morgan Hurst moved to construct a fence around the boat storage yard; Caroline Windham seconded. Commodore Littleton requested that the discussion of a fence be postponed to the next meeting.

Chris Cumberland stated that the City Ordinance is unclear and should be reviewed by a land use attorney. He estimated the cost of an attorney to be \$ 400 per hour for 5-10 hours for an opinion. Mr. Hurst said there are references back to a Land Development Regulation which would also need to be reviewed. Mr. Lee said that Code Enforcement stated that the City Ordinance is the document that prohibited storage. They also stated that if paid boat storage existed in 1994 the Club could continue to store boats for a fee; the same was true for the shed. Leanne Shell suggested that the Club approach the City Attorney for an explanation. Commodore Littleton said he would find an attorney and schedule a meeting in the following weeks.

Chris Cramer noted that February 1 is the deadline to answer the Code Enforcement notice and asked whether the Board should fight the complaint or comply. Commodore Littleton said that if there are concerns about the legitimacy of the notice they should be addressed. Bill Steiner said that it might be worth the expense of an attorney to determine if the document is challengeable. Peter Egan noted that there is a six-month abandonment provision that would preclude the Club from returning to paid boat storage if the usage was stopped.



HARRISON RIVARD & DUNCAN

Attorneys and Counselors at Law

December 8, 2025

Mr. Brian Neubauer, Chairman
Mr. James Barker
Mr. Aaron Rich
Mr. Christopher Stamps
Mr. Larry Carroll
C/O Michael Fuller, Director
Development Services
City of Panama City
501 Harrison Avenue
Panama City, FL 32401

Via Email to Michael Fuller

RE: St. Andrew Bay Yacht Club
218 Bunkers Cove Road
Parcel ID 20895-000-000

Dear Gentlemen:

I'm writing to share my concerns for the pending Development Order application for this proposed project. First, let me re-affirm my support for the rebuilding of the St. Andrews Bay Yacht Club. However, I don't support it being rebuilt at all costs to the Club, the neighborhood and the futures of both. These are some of my observations:

1. **Use of Non-Applicant Adjacent Parcel.** The proposed site plan incorporates a parcel outside of the Yacht Club's current ownership. The City's Aerial, Future Land Use Map and Zoning Map reflects the applicant's real property ownership but, conversely, the applicant doesn't own all of the property it includes in their proposed Site Master Layout Plan, Site Demolition Plan, Site Erosion Control Plan, Site Layout Plan, Site Grading and Drainage Plan, Site Utility Plan, Landscape Plan and Survey. I don't know whether calculations for code or permitting requirements included property outside of the applicant's ownership, but I would like to have the vacant parcel located adjacent to the Yacht Club and this proposed project removed from the above referenced documents. The parcel is located at 212 Bunkers Cove Road as of this morning was still owned by Bunkers Point Educational Foundation, Inc. (Parcel ID: 20894-000-000), which is across the street from my home at 213 Bunkers Cove Road. Additionally, I would appreciate verification from the applicant's consultants that the neighboring parcel wasn't used for any proposed project calculations.

2. **Recusal and Notice of Conflicts of Interests.** Section 112.3143, Florida Statutes, Voting Conflicts, governs Panama City Planning Board members' ability to vote on the proposed Development Order. While I'm not privy to the St. Andrew Bay Yacht Club membership roster and the list of the St. Andrew Bay Yacht Club Shareholders, it appears three of the five

William G. Harrison, Jr. • Bo Rivard • Michael B. Duncan • Cooper R. Harrison
101 Harrison Avenue, Panama City, Florida 32401
Phone (850) 769-7714

Panama City Planning Board members who are being asked to vote on approval of the Yacht Club's Development Order are either Yacht Club members, Yacht Club shareholders or both. Regardless, both are prohibited from voting. I've attached Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers for your easy reference. As reference on the form: NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Planning Board members have a fiduciary responsibility to the Planning Board and the City of Panama City. Whether they are an officer of the St. Andrew Bay Yacht Club and served in a capacity to guide or prepare the plans and submittals to the Planning Board on which they also sit, or are simply a member or shareholder they either voted or could have voted for the Yacht Club's proposed submittal. The conflicted Planning Board members will be personally financially affected by any decisions made by the Planning Board for this project, both result in the necessary recusal of three planning board members from the vote on this matter.

Ultimately, the City and the Planning Board through its officers and agents are bound to ensure due process is afforded applicants and aggrieved parties. Undoubtedly, this is an extraordinary situation when a majority of an appointed board has conflicts of interest. The Planning Board likely will have a quorum at today's meeting but a majority of the Planning Board not being able to vote will result in only two (2) voting members. Regardless of those two members' votes, a valid motion and legal action can not be accomplished by remaining two non-conflicted members.

The City Code doesn't address what should happen in this instance and relief can't be given by the City Commission since appeals are only routed from the Planning Board on major developments to Circuit Court. The City, Planning Board and its officers remain bound to provide due process in an unbiased forum.

I respect the City Attorney's office has a contrary view to mine on this issue. Simply stated, this is no different than tennis players disagreeing on whether a hit ball is considered by one to be in when the other player considers it to be out. Ultimately, the player on whose side the ball was hit decides either it was in or out. Otherwise, the players can decide to play the point over. The deciding player lives with the fairness of his decision. I doubt the Planning Board members want a Circuit Court or appellate court written opinion, should an aggrieved party pursue it, about whether their judgment on their own recusal was correct. Likewise, since time is the Yacht Club's biggest enemy at this point, the Yacht Club isn't going to want to wait for an aggrieved party to seek a judicial ruling on the issue. Perhaps tabling this item to the Planning Board's January, 2026 meeting would solve this problem since there will be a change in the Planning Board's

composition by December 31, 2025 and the majority will no longer be Yacht Club members or shareholders.

3. Permanency of Applicant's Representations and Warranties. The applicant is seeking to gain approval of reconstruction of a non-conforming use, namely a commercial use in the City's most restrictive zoning designation - R-1. There are perpetual non-conforming uses and structures across the applicant's campus, whether it's unpermitted structures or unsightly uses. The applicant now seeks to have the City recognize the longstanding offensive structures and uses as grandfathered. I've lived adjacent to the Yacht Club for 31 years while some of my neighbors have lived adjacent for even much longer. Just because we are long-suffering and generally good natured about the Yacht Club's structures and uses, doesn't mean that we should all now be punished by a grandfather who can't see or hear as well as we. For the Planning Board members who aren't or have never been a member or shareholder of the Yacht Club, the officers of the Yacht Club change every 12 months. Officers who have made representations and warranties to the neighbors in an effort to gain support for this application are being replaced this month.

For one example, there's been much discussion about the location of the proposed new structure relative to Bunkers Cove Road. Specifically, the location of back-of-house uses such as air conditioning units, trash receptacles, outdoor cleaning area for kitchen and equipment has been one topic. Personally, I don't want my front yard, which is uphill from the proposed building, to be looking in to or within earshot of the building's equipment which will run night and day year around. The proposed Site Layout Plan places six (6) commercial air conditioning units as the Yacht Club's closest structures to three (3) existing single-family homes with only glass separating sleeping quarters from the Yacht Club's perpetually operating equipment. However, on Landscape Plan, the six (6) commercial air conditioners are replaced with shrubs and a camellia bush. Page A-101 may locate the commercial air conditioners on the building's western wall, but the number of units and whether it replaces what's reflected elsewhere on the plans is unclear.

I realize these are only seventy-five percent plans, but if the Planning Board approves these plans, the neighbors have no input or assurance the many issues which have been discussed will be properly resolved in the final twenty-five percent work on the plans. I understand that it's difficult for the Yacht Club and its consultants to have one-hundred percent plans at this point, but until it's clear that the disputed issues are clearly depicted in a development order that will serve as the pre-cursor to a building permit, the neighbors must continue to object.

In order to solidify enforceable commitments of this project, I recommend a Development Agreement pursuant to Section 163.3220ff, Florida Statutes for its maximum term of thirty (30) years between the City, the St. Andrew Bay Yacht Club and aggrieved parties. Non-compliance at any time during the term would enable the City or the aggrieved parties to seek injunctive relief, fines and financial penalties if performance guarantees are not performed by the Yacht Club.

The Yacht Club and the City entered in to such an agreement in February, 2009 with attached detailed plans. For whatever reasons, the Yacht Club didn't pursue construction of those plans at that time. A number of issues and factors have changed since that twenty-year agreement, some related to the proposed development and some related to the City's policies and investments on Bunkers Cove, like sidewalks that, with construction by the Yacht Club could nearly complete the missing link of sidewalks around the entire coastline of the Cove.

Similar to 2009, the Yacht Club should button up the proposed plans, address the neighbors' issues and the City's concerns along with provisions for enforcement by the signatories to the agreement. I recommend the City serve as the facilitator to resolve outstanding issues of concern between the neighbors and the Yacht Club, craft a revised Development Agreement for a 30-year term. The City Commission can approve the Development Agreement as it did in 2009.

I'm available at your convenience to find solutions for the Yacht Club to rebuild in collaboration with all interested parties.

Sincerely,



William G. Harrison, Jr.

WGH/zm

CC: Nevin Zimmerman, Esq. via email
Mike Burke, Esq. via email



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MEREDITH BUSH LAW

December 8, 2025

VIA EMAIL AND HAND DELIVERY

Mr. Brian Neubauer, Chairman, brian.neubauer@gmail.com

Mr. James Barker, hollyhillbaptist@gmail.com

Mr. Aaron Rich, aaron@aaronrich.com

Mr. Christopher Stamps, cstamps@gmail.com

Mr. Larry Carroll, lkc@coldwellbankerpcfl.net

Panama City Planning Board

501 Harrison Avenue

Panama City, Florida 32401

**RE: Memorandum in Opposition to Development Order Application –
St. Andrews Bay Yacht Club
Case No. CPC-PLN-2026-0176**

Dear Mr. Neubauer and Members of the Planning Board:

Please be advised that this firm represents Mr. Harvey Hollingsworth, the owner of the residential property immediately adjacent to the St. Andrews Bay Yacht Club (“STABYC”). As a substantially affected property owner, Mr. Hollingsworth has both the legal right and the direct personal interest necessary to participate fully in this quasi-judicial proceeding. On his behalf, and in accordance with the requirements of the City’s Unified Land Development Code and controlling Florida law, we submit this letter outlining the legal and factual deficiencies in the pending Development Order (“DO”) application and the reasons it may not be lawfully approved.

I. INTRODUCTION

The Development Order application presently before the Planning Board is not a ministerial reconstruction of previously existing facilities, but rather a substantial redesign and intensification of operations undertaken by a documented nonconforming commercial marina within the R-1 single-family zoning district. Approval of this application in its current form would constitute an unlawful expansion of a nonconforming use, a violation of the City’s Unified Land Development Code (“ULDC”), a denial of the constitutional and statutory due-process rights owed to adjacent property owners, and an action wholly unsupported by competent substantial evidence as required in quasi-judicial proceedings. Should the Board proceed with approval under the present record, it would be acting ultra

vires, outside the scope of its lawful authority, and thereby exposing the City to **immediate legal challenge, declaratory and injunctive relief, and the high likelihood of reversal on certiorari**. The enclosed analysis sets forth the legal basis for these conclusions and the reasons the Development Order must be denied or, at minimum, the hearing continued until all deficiencies are remedied.

II. FACTUAL BACKGROUND AND HISTORY OF UNLAWFUL EXPANSION

The Yacht Club's nonconforming status is not speculative; it has been definitively established by the City's own retained land-use counsel. In 2018, attorney David Theriaque issued a detailed analysis confirming that STABYC is a nonconforming commercial marina whose uses have, over time, expanded improperly without lawful authorization. The 2018 analysis clearly states that nonconforming uses may not be expanded, enlarged, intensified, or relocated in a manner that increases impacts upon neighboring residential properties, and that the burden lies squarely upon the Yacht Club to prove the extent of its pre-1993 lawful operations. No such proof has been submitted for any portion of the present DO. A copy of this analysis is enclosed as **Exhibit A**.

As further explained in the enclosed Theriaque memorandum, while the ULDC recognizes that certain limited modifications to a *lawful* nonconforming historical waterfront use may be permissible, such allowances are strictly constrained and may never result in an increase in burden, nuisance, operational intensity, or adverse impacts upon neighboring residential property. Theriaque's analysis makes clear that the activities the applicant now seeks to expand are *not* part of any protected nonconforming Yacht Club use at all but instead constitute an *unlawful marine facility*—including dry storage, trailer operations, and related activities—that was never established as a lawful nonconforming use and therefore cannot be enlarged or intensified under any circumstances. The present DO thus attempts to expand a use that not only exceeds the scope of any grandfathered rights, but was never lawful to begin with.

The record further establishes a persistent pattern of unauthorized construction and expansion. The Sailing Center was constructed without any building permit whatsoever and without site plan review, nonconforming-use analysis, or compliance with the ULDC. This structure remains an unlawful condition on the property, and its presence alone precludes further development approvals until the violation is resolved. Moreover, multiple code complaints dating back to 2017 document the Yacht Club's continued expansion of dry storage, trailer use, operational intensity, and occupation of adjacent parcels not historically part of the commercial use. City staff confirmed these violations following the 2018 Theriaque analysis, yet the applicant continued expanding operations and intensifying impacts upon the residential neighborhood.

The long-time neighbor statements, including testimony provided to the Planning Board, demonstrate repeated attempts to correct violations, followed by renewed noncompliance by the Yacht Club. These facts must be accepted as true in the absence of

any contrary evidence. The cumulative record shows a protracted history of unlawful expansion, disregard for nonconforming-use limits, and structural additions built without permit or review.

Approval of new development while code violations remain unresolved is improper. Section 162.06, Florida Statutes, authorizes local governments to enforce code compliance and withhold permits or approvals until violations are resolved. See also, *City of Miami v. Keton*, 115 So. 2d 547 (Fla. 1959): Local governments may deny permits for new development where existing violations persist.

III. THE DEVELOPMENT ORDER WOULD UNLAWFULLY EXPAND A NONCONFORMING USE

Under the ULDC, a nonconforming use may not be expanded, extended, intensified, enlarged, or relocated in any manner that increases impacts upon surrounding residential property. Moreover, the City's own legal analysis establishes that the only potentially lawful nonconforming use on the property is the historically documented Yacht Club function itself, not the broader "marine facility" operations now intertwined with the DO proposal. Theriaque specifically concluded that these marine facility functions—such as expanded storage, trailer operations, and intensified waterfront activities—were never recognized as lawful nonconforming uses and therefore enjoy no grandfathered protection whatsoever. Even if the Yacht Club possessed a narrow right to maintain certain historical waterfront features, the ULDC categorically forbids any modification that increases noise, light, nuisance, or activity levels affecting adjacent residential property. The proposed relocation of the pool and expansion of activity areas plainly violate these constraints and represent an impermissible expansion of both lawful and unlawful operations. The proposed DO violates each of these prohibitions.

The relocation of the swimming pool and associated hardscape from its historical buffered location to the immediate property line of the adjacent home constitutes a material intensification of noise, lighting, activity, visibility, and nuisance impacts.

The DO also relies on parcels the applicant does not own, most notably the Boyle Lot, which is improperly incorporated into circulation and buffering assumptions. A development order may not lawfully approve activities upon or dependent upon use of private land not owned or controlled by the applicant without evidence of proper authority included in the evidence for review. The inclusion of non-owned property renders the application materially incomplete and legally insufficient.

Further, existing conditions on the site—including the unpermitted Sailing Center—remain unlawful and unreviewed. It is inappropriate for a property owner to obtain discretionary redevelopment approval while existing violations remain pending. The Planning Board would be acting in direct violation of law by approving new development atop an unresolved unlawful expansion. See Section 163.3164(16), defining "development order" as any order granting, denying, or granting with conditions an application for a

development permit. See also Section 163.3220 et seq., (Florida Local Government Development Agreement Act) which provides a mechanism for development agreements to address property interests and operational limits. And see, *City of Jacksonville v. Griffin*, 346 So. 2d 988 (Fla. 1st DCA 1977) which holds that approval of development on property not owned or controlled by the applicant is improper.

Thus, the proposed Development Order constitutes an unlawful expansion of a nonconforming use, which is prohibited under the City's ULDC and controlling Florida law.

Florida courts have long held that nonconforming uses are to be strictly construed and may not be expanded, intensified, or extended except as expressly permitted by ordinance. *City of Miami v. State ex rel. Office Realty Co.*, 50 So. 2d 543 (Fla. 1951). See also, *City of Jacksonville Beach v. Coffield*, 304 So. 2d 570 (Fla. 1st DCA 1974) establishing that expansion or intensification of a nonconforming use is generally prohibited unless specifically authorized by local code; and *City of Hollywood v. Hollywood Beach Hotel Co.*, 283 So. 2d 867 (Fla. 4th DCA 1973): The burden is on the property owner to prove the extent and nature of the lawful nonconforming use as it existed at the time the zoning ordinance was adopted.

IV. THE DO APPLICATION FAILS TO MEET THE MANDATORY REQUIREMENTS OF ULDC §102-28

A Major Development Order requires competent, substantial evidence demonstrating compliance with all review criteria, including impacts relating to noise, light, traffic, drainage, public safety, neighborhood compatibility, and nuisance mitigation. The application provides none. The so-called Impact Analysis is wholly conclusory and fails to address any of the required criteria. No noise study, lighting study, traffic or parking analysis, compatibility evaluation, or drainage impact assessment has been provided. The Planning Board is legally prohibited from approving a DO where the mandatory evidentiary elements are entirely absent.

The numerous inconsistencies between the civil, architectural, landscape, and stormwater plans further render the application incapable of approval. The Board cannot make fact-based findings where the record does not establish what is actually being proposed. For example, the civil site plan depicts the swimming pool, equipment pad, and hardscape areas in locations and configurations that materially conflict with the architectural floor plan and elevation sheets, which show different setbacks, dimensions, and orientation of those same improvements. The landscape plan introduces yet another layout, showing buffer plantings, fencing, and tree placements that do not correspond to the civil grading sheets or the architectural layout; in several locations the vegetative buffer is shown where the civil plan depicts hardscape or mechanical equipment. The stormwater narrative asserts that no meaningful change in impervious area or drainage pattern will occur, yet the civil sheets clearly add new hardscape, elevated areas, and regraded slopes inconsistent with those assumptions. The site plan likewise incorporates portions of the

Boyle Lot into circulation and setback calculations that do not appear in the architectural or landscape sheets and are unsupported by the survey. These discrepancies make it impossible for the Planning Board to determine the actual location, size, height, footprint, orientation, or impact of key components of the project. Without a single coherent, internally consistent plan set describing what is truly being proposed, there is no competent substantial evidence upon which to base any lawful approval.

As detailed in the Motion to Continue submitted concurrently with this Memorandum, our client is entitled to retain independent experts in planning, acoustics, lighting, drainage, and land-use law to develop the competent, substantial evidence necessary to demonstrate that the applicant has not—and cannot—satisfy its burden under the Unified Land Development Code. Proceeding without affording adjacent property owners a meaningful opportunity to marshal such expert testimony would violate fundamental principles of procedural due process and would deprive the Planning Board of the evidentiary foundation required to render a lawful quasi-judicial decision.

Approval of the Development Order without the requisite competent and substantial evidence violates fundamental due process and the requirements for quasi-judicial land use decision. *See Snyder v. Board of County Commissioners*, 627 So. 2d 469 (Fla. 1993): Quasi-judicial land use decisions must be supported by competent substantial evidence in the record. See also, *De Groot v. Sheffield*, 95 So. 2d 912 (Fla. 1957) which defines “competent substantial evidence” as such evidence as will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. And see Fla. Stat. § 166.033 which requires that local governments base development order decisions on standards in their land development regulations and comprehensive plans.

V. THE CONFLICT-OF-INTEREST AFFECTING PLANNING BOARD MEMBERS INVALIDATES ANY ACTION

The Planning Board may not lawfully act where one or more members are disqualified from participation due to a voting conflict. A public officer may not vote on a measure that would inure to his or her special gain or loss, whether economic or non-economic, direct or indirect. Membership in the applicant organization creates a fiduciary, personal, and organizational interest that extends far beyond a nominal fractional ownership interest. The City Attorney’s memorandum asserting otherwise relies on Attorney General and Commission on Ethics opinions that are advisory only and not binding upon courts or local governments. Such opinions cannot override statutory text or constitutional due-process requirements.

Board members who are Yacht Club members owe fiduciary duties to the Club, participate in Club affairs, and personally benefit from the expansion and enhancement of Club facilities. The law does not require a dollar-quantified financial gain to establish a voting conflict; non-economic benefit is equally disqualifying where the official stands to uniquely enjoy improvements resulting from the vote. Any action taken with the participation of conflicted Board members is legally defective, violates the essential

requirements of law, and is subject to being quashed on certiorari. Proceeding despite these conflicts would constitute a deliberate disregard of governing ethical standards and would expose the City to judicial invalidation of its decision.

Board members with a conflict of interest (e.g., membership in the applicant organization) must recuse themselves as participation by conflicted members invalidates the action. See Fla. Stat. § 112.3143 (Voting Conflicts) which prohibits public officers from voting on matters that would inure to their special private gain or loss. See also *City of Miami Beach v. Berns*, 245 So. 2d 38 (Fla. 1971) outlining that actions taken in violation of conflict-of-interest statutes are voidable.

VI. PROCEDURAL DUE PROCESS HAS NOT BEEN SATISFIED

Additionally, important here, substantially affected property owners are entitled to lawful notice, a meaningful opportunity to be heard, and a fair and impartial tribunal. The signage posted on the property was not reasonably calculated to advise neighbors of the pending action and instead was not observed by my client, an adjacent property owner, and reflected that the matter was a “variance” as opposed to a “development order.” The failure to provide adequate legal notice subverts the public’s right to participate meaningfully in the hearing.

The absence of required studies, the existence of unresolved code violations, and the participation of conflicted Board members further deprive the Intervenors of due process. The Planning Board cannot satisfy due-process obligations by relying on incomplete, inconsistent, or conclusory materials.

The process failed to provide adequate notice and a meaningful opportunity to be heard, clearly violating procedural due process. See *Jennings v. Dade County*, 589 So. 2d 1337 (Fla. 3d DCA 1991), holding that parties affected by quasi-judicial land use decisions are entitled to notice and an opportunity to be heard. See also Fla. Stat. § 286.011 (Sunshine Law) which requires that meetings of governmental bodies be open to the public, ensuring transparency and public participation and requiring adequate notice of public hearings.

VII. THE ONLY LAWFUL PATH FORWARD IS A DENIAL OR A DEVELOPMENT AGREEMENT

It must also be emphasized that the Development Order seeks not only to unreasonably expand a nonconforming use beyond the scope permitted by ordinance, but also to legitimize and enlarge an unlawful marine facility operation that lacks any grandfathered status and must therefore be treated as a present-day zoning violation rather than a protected historical use. Given the long-standing disputes between the Yacht Club and the surrounding neighborhood, the repeated and well-documented expansion of operations beyond any grandfathered limits, the unauthorized construction of the Sailing Center without permit or review, the existence of unresolved code violations, and the complete legal insufficiency of the present Development Order application, the only lawful

pathways available to the City are either a denial of the DO or the negotiation of a Development Agreement pursuant to Section 163.3220, *Florida Statutes*. A Development Agreement is the sole mechanism capable of codifying enforceable conditions, establishing binding operational limits, reconciling decades of noncompliance, and providing the clarity and structure necessary to manage a long-running nonconforming use within a residential district. Any attempt to approve this DO in its current form—absent denial or a duly negotiated Development Agreement—would constitute an ultra vires act, invite immediate litigation, and expose the City to substantial and entirely avoidable legal risk.

It appears the Yacht Club has suggested that a development agreement executed in 1993 eliminates the need for any new agreement or formal mechanism to document and limit the scope of the current request. To avoid any misunderstanding, the City should be aware that the 1993 document—whatever its precise terms—cannot serve as a substitute for a new development agreement under today's statutory framework, nor can it authorize expansions, intensifications, or increases in external impacts beyond what was lawful at the time it was executed. Any prior agreement predates the current Growth Policy Act (F.S. §§ 163.3220–163.3243), the existing LDC, and the present conditions on surrounding properties. It is not a vested-rights instrument for modern expansion, and it cannot cure or confer rights for uses that are not themselves lawful nonconforming. Given the Club's proposal to significantly enlarge, reconfigure, and intensify operations well beyond historic conditions—and given the documented nuisance, burden, and incompatibility concerns raised by adjoining owners—a new, legally compliant development agreement is the only mechanism capable of identifying enforceable limits, mitigation measures, operational conditions, and post-construction oversight. The City should not rely on a 30-year-old document to regulate a materially different project under materially different laws. Further, this document, if it exists, is not included in the applicant's application packet nor any of the backup materials before the Board which further compounds the violation of my client's due process rights.

As an additional alternative—beyond denial or negotiation of a development agreement—the City should be aware of the procedures available under section 70.51, *Florida Statutes* (the Land Use and Environmental Dispute Resolution Act). This statute provides a structured, quasi-judicial mediation process before a Special Magistrate when a land use decision is likely to result in hardship or protracted litigation. Given the desire to avoid prolonged and costly circuit-court proceedings, and the recognition by the Florida Legislature that delay and uncertainty pose significant risks, §70.51 offers a legally established avenue for facilitated mediation among all affected parties, including the neighboring property owners whose concerns have not been resolved despite two years of discussion. Initiating a formal § 70.51 process may accomplish what informal conversations have not: a binding, transparent, enforceable resolution that protects the neighbors, gives the Club clarity, and preserves the City's procedural integrity. If mediation is to occur, it must involve all stakeholders, not only those the Club has selectively engaged.

Mr. Brian Neubauer, Chairman
Planning Board - City of Panama City
Page 8
December 8, 2025

VIII. CONCLUSION

Ultra vires actions by local boards are void or voidable and subject to judicial review. *Education Dev. Center, Inc. v. West Palm Beach Zoning Bd. of Appeals*, 541 So. 2d 106 (Fla. 1989). See also, Fla. R. App. P. 9.100(c) which provides for petitions for writ of certiorari to review quasi-judicial actions. And see, 42 USCS § 1983 which provides a federal cause of action for deprivation of constitutional rights, including due process.

For all the reasons set forth herein, the Development Order cannot lawfully be approved in its present form. Any action taken by the Planning Board to approve this application despite the unresolved conflicts of interest, the documented unlawful expansions of a nonconforming use, the absence of competent substantial evidence, the reliance on parcels not owned by the applicant, the unpermitted Sailing Center, the procedural deficiencies in notice, and the complete failure to satisfy the mandatory criteria of the Unified Land Development Code would constitute an act taken in violation of the essential requirements of law and in derogation of the constitutional due-process rights owed to adjacent property owners. Such an action would be void or voidable, subject to immediate challenge through a petition for writ of certiorari, declaratory and injunctive relief, and any other remedies available under Florida law, including those arising from improper governmental action under 42 U.S.C. §1983 should due-process violations be established.

Please consider this letter formal notice that all rights are expressly preserved, and that any approval rendered under these conditions will be met with prompt and vigorous legal action. We respectfully urge the Board to deny the application or, at minimum, continue the matter until the substantial legal deficiencies outlined herein are fully resolved or a Development Agreement is negotiated.

Respectfully submitted,



Meredith D. Bush, Esq.
Board Certified City, County & Local
Government Lawyer
Certified Land Use Planner

MDB
Enclosures

Cc:

Mr. Michael Fuller, Director of Development Services at mfuller@panamacity.gov

Mr. Brian Neubauer, Chairman
Planning Board - City of Panama City
Page 9
December 8, 2025

Mr. Jonathan Hayes, City Manager at jhayes@panamacity.gov
Mr. Jiwaun Haley, Planning Manager at jahely@panamacity.gov
Ms. Savannah Brown, Senior Planner at sbrown@panamacity.gov
Mr. Nevin Zimmerman, City Attorney at nzimmerman@burkeblue.com
Ms. Natalie McSwane, Assistant City Attorney at nmcswane@burkeblue.com
Mr. Michael S. Burke, Assistant City Attorney at mburke@burkeblue.com
Ms. Joy Marler, Assistant City Attorney at jmarler@burkeblue.com

EXHIBIT A



THERIAQUE
& SPAIN LAW FIRM

REPLY TO: TALLAHASSEE

November 6, 2018

VIA OVERNIGHT DELIVERY

Don Walton, Manager
St. Andrews Bay Yacht Club
218 Bunkers Cove Road
Panama City, Florida 32401

Re: *Preliminary Analysis of Nonconforming Status of the St. Andrews Bay Yacht Club*

Dear Mr. Walton:

Our law firm has been retained by the City of Panama City to analyze the nonconforming status of the St. Andrews Bay Yacht Club ("Yacht Club"), which is located at 218 Bunkers Cove Road, Panama City, Florida ("Yacht Club Property"). Enclosed is a copy of our preliminary analysis which indicates that the uses on the Yacht Club Property have expanded improperly since the adoption of the Panama City Land Development Regulations on August 10, 1993. Accordingly, I request that the Yacht Club provide evidence that refutes my conclusion that the following items constitute expanded uses:

- a. Increased dry storage of boats owned by the Yacht Club's Members; and
- b. Increased storage of trailers owned by the Yacht Club's Members.

I also request that the Yacht Club provide evidence regarding whether the following uses were occurring on the Yacht Club Property on August 10, 1993, and, if so, the extent to which such uses were occurring:

- a. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
- b. Displaying, advertising, and sale of boats;
- c. Recreational vehicle usage with electrical hook up;

TALLAHASSEE

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FAX: (850) 224-7662

WINDERMERE

9100 CONROY WINDERMERE ROAD, SUITE 200
WINDERMERE, FLORIDA 34786
(407) 258-3733
FAX: (407) 264-6132

Don Walton, Manager

November 6, 2018

Page 2

- d. A large, wooden crane on the eastside of the Yacht Club Property; and
- e. Two (2) free standing storage sheds.

I request that you provide me with such evidence by December 6, 2018. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

Enclosure

cc: Mike Lane, AICP



REPLY TO: TALLAHASSEE

October 4, 2018

VIA OVERNIGHT DELIVERY

Mike Lane, AICP
City of Panama City
Director of Planning & Economic Development
P.O. Box 1880
Panama City, Florida 32402

Re: *Preliminary Analysis of Nonconforming Status of the St. Andrews Bay Yacht Club*

Dear Mr. Lane:

I have been requested to analyze the nonconforming status of the St. Andrews Bay Yacht Club ("Yacht Club"), which is located at 218 Bunkers Cove Road, Panama City, Florida ("Yacht Club Property"). My preliminary analysis indicates that the uses on the Yacht Club Property have expanded improperly since the adoption of the Panama City Land Development Regulations on August 10, 1993. The basis for my conclusion is as follows.

A. Background

The Yacht Club has been in operation since 1933. When the City adopted the Panama City Land Development Regulations ("City's LDRs") on August 10, 1993, the Yacht Club was operating as a private club in a residential zone. It is undisputed that the Yacht Club was not a permitted use in such residential zone on August 10, 1993. Moreover, in a letter dated February 20, 2018, the Yacht Club admitted that it became a nonconforming use when the City adopted its LDRs on August 10, 1993. (A copy of the letter dated February 20, 2018, is attached hereto as Exhibit "A".)

The Yacht Club Property is currently zoned Residential-1. Pursuant to Section 104-27(c) of the City's LDRs, the following uses are authorized on property zoned as Residential-1:

1. Single-family detached dwellings on individual parcels;

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2. Community residential homes shall be allowed when 6 or fewer residents are located in a single-family, residential dwelling provided that such homes are not located within 1,000 feet of one another & when the location of such homes does not substantially alter the nature & character of the area. Such use must be licensed by a state agency as listed in Section 419.001(1)(b)[.] Florida Statutes;
3. Public & private schools grades K-12;
4. Public or noncommercial private recreation;
5. Accessory uses or structures as set forth in Chapter 104, Article[s] IV & V;
6. Public utilities customarily found in residential areas; and
7. Family day care homes pursuant to Section 125.0109, Florida Statutes.

Thus, the Yacht Club, which is a private marina, continues to be a nonconforming use.¹

B. Nonconforming Uses and Nonconforming Development

Section 102-79 of the City's LDRs addresses nonconforming uses and nonconforming development and states, in pertinent part, as follows:

- a) *Nonconforming uses.* Nonconforming uses are those land uses which are in existence on the effective date of this Land Development Regulation that do not comply with the provisions of this Land Development Regulation. Nonconforming uses may continue, subject to the following restrictions:

¹ Pursuant to Section 105-276(3) of the City's LDRs, a "private marina" is defined as "any dock or facility offering spaces for boat dockage or slip rentals, the use of which is restricted to membership in a private club or organization, including yacht clubs, boating clubs, boating & sailing associations, & other like & similar types of organizations." (Emphasis supplied). Pursuant to Section 105-277(a) of the City's LDRs, "[a]ll marinas are prohibited in RLD districts." The Yacht Club Property is located within an RLD district.

* * * *

- (2) *Expansions or extensions.* Nonconforming uses shall not be expanded or enlarged or increased or extended, including a nonconforming use associated with an historical nonconforming waterfront development.
- (3) *Modifications of use.* Nonconforming uses may be modified or altered in a manner which decreases the nonconformity, but may not be modified or altered in a way which increases the nonconformity. Once a nonconforming use or part thereof is decreased in nonconformity, the nonconformity may not be increased thereafter.

* * * *

- b) *Nonconforming developments.* Nonconforming developments are those buildings or structures which were in existence on the effective date of this Land Development Regulation & which, by design, location or construction, do not comply with the provisions of this Land Development Regulation. Nonconforming developments may remain in a nonconforming state subject to the following restrictions:

* * * *

- (2) *Ordinary repair & maintenance.* Normal & ordinary maintenance & repair to a nonconforming building or structure shall be permitted.
- (3) *Expansion or extensions.* A nonconforming building or structure shall not be expanded or enlarged.

* * * *

- (7) *Historical nonconforming waterfront development.* Notwithstanding subsection (3), a building or structure which is part of an historical nonconforming waterfront development may be expanded, enlarged,

replaced or reconstructed without strictly complying with the provisions of this Land Development Regulation provided that:

- a. Such expansion, enlargement, replacement or reconstruction is in proportion to the expansion or enlargement of neighboring buildings or structures of similar form which has occurred during [t]he life of the historical nonconforming waterfront development;
- b. Such expansion, enlargement, replacement or reconstruction does not increase any incompatibility between the existing historical nonconforming waterfront development (HNWD) & development in the surrounding area; and
- c. The burden of any associated nonconforming use upon the neighboring properties & owners is not increased.

(Emphasis supplied).²

The prohibition in the City's LDRs against expanding, enlarging, increasing, or extending nonconforming uses is consistent with well-established Florida case law. For example, in *JPM Investment Group, Inc. v. Brevard County Board of County Commissioners*, 818 So. 2d 595 (Fla. 5th DCA 2002), the Fifth District Court of Appeal held as follows:

Zoning regulations, in providing for nonconforming structures and uses, look forward to the eventual elimination of all nonconforming structures and uses as speedily as is consistent with proper safeguards for the rights of those persons affected.

² It should be noted that the provisions regarding "Historical nonconforming waterfront development" are not relevant to my analysis because such provisions pertain to the expansion, enlargement, replacement, or reconstruction of a building or a structure, not a use.

Id. at 598; *see also* 3M Nat'l Adver. Co. v. City of Tampa Code Enforcement Bd., 587 So. 2d 640, 641 (Fla. 2d DCA 1991) ("[T]he law views the extension or enlargement of [nonconforming] uses with disfavor; it is expected that such uses will gradually be eliminated over the course of time, through abandonment, destruction, and obsolescence.").

C. Analysis

As stated above, "[n]onconforming uses shall not be expanded or enlarged or increased or extended, including a nonconforming use associated with an historical nonconforming waterfront development." Thus, as a threshold issue, it is necessary to compare the scope of the uses that were occurring on the Yacht Club Property on August 10, 1993, with the scope of uses that are occurring currently. In order to make such a comparison, I have analyzed aerial photographs of the Yacht Club Property taken on September 29, 1993, and taken on September 27, 2018. (See Exhibits "B" and "C," respectively.)³ These photographs clearly depict the following expansion of uses:

1. Increased dry storage of boats owned by the Yacht Club's Members; and
2. Increased storage of trailers owned by the Yacht Club's Members.

While the Yacht Club contends in its letter dated February 20, 2018, that it has historically engaged in dry storage rental,⁴ the aerial photographs establish that the number of dry storage rentals and trailers has increased substantially and the location on the Yacht Club Property for such rentals and trailers has similarly expanded.

Charles T. Fontaine, Jr., who resides at 305 Bunkers Cove Road, Panama City, contends that the following expanded uses are also occurring on the Yacht Club Property:

1. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
2. Displaying, advertising, and sale of boats;

³ We were unable to find an aerial photograph of the Yacht Club Property that was taken on or about August 10, 1993. The aerial photograph of the Yacht Club Property that was taken on September 29, 1993, is the best evidence that we have of the uses that were occurring on the Yacht Club Property as of August 10, 1993.

⁴ See Exhibit "A" at 2.

Mike Lane, AICP

October 4, 2018

Page 6

3. Recreational vehicle usage with electrical hook up;
4. Installation of a new large, wooden crane on the eastside of the Yacht Club Property; and
5. Installation of two (2) free standing storage sheds without the requisite City approvals.

Mr. Fontaine has been a Member of the Yacht Club since January 1978.

In a document entitled "St. Andrews Bay Yacht Club, 218 Bunkers Cove Rd, Boat Yard and Non-residential Operations," Mr. Fontaine has provided numerous pictures which document several of the above-referenced uses in 2018. (A copy of the document entitled "St. Andrews Bay Yacht Club, 218 Bunkers Cove Rd, Boat Yard and Non-residential Operations" is attached hereto as Exhibit "D."). It is difficult, however, to review an aerial photograph taken on September 29, 1993, and determine with certainty whether any of these uses were occurring on September 29, 1993. It should be noted that several of such uses do not appear to fall within the scope of uses which are associated with a private marina, such as a yacht club. See § 105-276(3), City's LDRs. Rather, such uses appear to be associated with a "Marine facility" as defined by Section 105-276(2) of the City's LDRs, which states as follows:

Marine facility, which is defined as a business associated with the construction, fabrication, refurbishing, maintenance, repair (including equipment installation) of boats & vessels, or the removal of any boat or vessel from the water for any such purpose. A marine facility will not be considered a marina for any purpose.

(Emphasis supplied).

D. Recommendation

I recommend that the City proceed as follows:

1. Authorize me to finalize my Preliminary Analysis;
2. Authorize me to provide the final version of my Preliminary Analysis to the Yacht Club;
3. Authorize me to request that the Yacht Club provide evidence that refutes my conclusion that the following items constitute expanded uses:

Mike Lane, AICP

October 4, 2018

Page 7

- a. Increased dry storage of boats owned by the Yacht Club's Members; and
- b. Increased storage of trailers owned by the Yacht Club's Members; and

4. Authorize me to request that the Yacht Club provide evidence regarding whether the following uses were occurring on the Yacht Club Property on August 10, 1993, and, if so, the extent to which such uses were occurring:

- a. Boat-yard or marina operations such as engine removal and repair, fiberglass repair and painting, and restoration of boats and trailers;
- b. Displaying, advertising, and sale of boats;
- c. Recreational vehicle usage with electrical hook up;
- d. A large, wooden crane on the eastside of the Yacht Club Property; and
- e. Two (2) free standing storage sheds; and

5. Authorize me to request that the Yacht Club provide its response to my Preliminary Analysis within fourteen (14) days of its receipt of my Preliminary Analysis.

I appreciate the opportunity to assist the City with this matter. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

David A. Theriaque

Enclosures



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

TO: CITY OF PANAMA CITY CODE ENFORCEMENT
RE: ST. ANDREWS BAY YACHT CLUB
218 BUNKERS COVE ROAD
NOTICE DATED NOVEMBER 16, 2017

INTRODUCTION

The Board of Directors (the "Board") of the St. Andrews Bay Yacht Club (the "Club") submits this position statement in response to the request made by City officials during a meeting held at City Hall on or around December 12, 2017. The meeting was arranged to discuss an ongoing code enforcement investigation initiated by neighbors of the Club. Prior to the meeting, the Board did not understand the nature of the allegations because the correspondence from the City concerning the investigation had been vague. During the meeting, the neighbors argued their position that the Club is in violation of the Code because (i) the Club is allowing members to pay to store their boats on trailers on dry land at the Club, (ii) the Club has an unauthorized accessory structure on the property, and (iii) the Club has an unsafe and unauthorized crane on the property. At the conclusion of the meeting, code enforcement and City officials agreed to allow the Club to present its position before further action would be considered.

BACKGROUND

The Club has been in operation since 1933. In 1993, the City adopted the Panama City Land Development Regulations (the "Code"). When the Code was adopted, the Club was operating a private club in a residential zone, and the Club's use was a nonconforming use. A nonconforming use is a "lawful land use existing at the time of passage of this Land





ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd

PANAMA CITY FLORIDA 32401

Development Regulation or amendments thereto, which does not conform with the regulations of the district in which it is located.” (The Code, § 101-3). Nonconforming uses are permitted to continue subject to certain restrictions.” (The Code, § 102-79(a)). One restriction for nonconforming uses is that they may not be “expanded or enlarged or increased or extended.” (The Code, § 102-79(a)(2)). During the meeting, the neighbors and the City officials agreed that whatever use the Club made of the property prior to the Code’s effective date in 1993 was “grandfathered in” as a nonconforming use and should be a permitted use today.

STORAGE OF BOATS AND TRAILERS

The neighbors’ first complaint involves the storage of boats and trailers on Club property. The Club allows a limited number of members to pay the Club to store their boats and trailers on Club property. While the Club does not generate a significant amount of money from this arrangement, the extra funds are helpful for Club operations, and Club members consider storing their boats a benefit of membership. The neighbors argue this member benefit is a commercialization of the parking lot and an improper expansion of the grandfathered nonconforming use. The neighbors’ argument assumes that the Club was not engaged in the renting of boat and trailer space to its members circa 1993. This assumption is misplaced. The Club has historically engaged in dry storage rental. In addition, dry storage rental is incidental to and consistent with traditional Club operations.

It is undisputed that the Club has historically allowed boats and trailers to be stored on the property. During the meeting, the neighbors acknowledged that (i) the Club has always



ST. ANDREWS BAY YACHT CLUB

218 Binkers Cove Rd.

PANAMA CITY, FLORIDA 32401

stored Club-owned boats and trailers on the property and (ii) members have always been permitted to launch their boats and leave the trailers on the Club's property.

Most of the Club's records from the early 1990s were destroyed by Hurricane Opal. Even with this disadvantage, the Directors have been able to find evidence of boat and trailer rental and storage from the relevant time period. The following facts have been confirmed:

1. Dr. Sylvester was a member of the Club in 1993. He has submitted an affidavit stating he paid the Club for storage space for a boat and trailer in 1993. See Exhibit A.
2. Mark Swartz was the manager of the Club from 1990 to 1997. He recalls the Club renting dry storage by the sailing loft during his employment as manager. See Exhibit B.
3. Since 1993, the Club has rented dock slips to members.
4. Since 1993, members have regularly stored sailboats on the Club's beach for extended periods of time.

The official purpose of the Club is "to promote and provide support for the sport of sailing, power boating, water safety and related activities; as well as provide facilities for its members to share common interests in a social atmosphere of mutual camaraderie, both on and off the water." (Article Two of the Restated Articles of Incorporation of St. Andrews Bay Yacht Club, Inc.). The Club's purpose is advanced by allowing Club members to store their boats on the Club's property. Members' access to the Club and their opportunities to sail and power boat are enhanced when the members are allowed to store their boats at the Club.



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd
PANAMA CITY, FLORIDA 32401

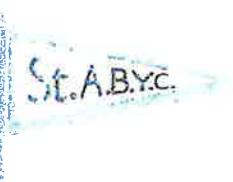
Allowing members to rent dry storage for boats and trailers is consistent with the Club's historical use of the property and is incidental to the use of the property as a sailing and social club. The rentals do not expand the grandfathered use or otherwise increase the burden on the residential zoning.

ACCESSORY STRUCTURES

The neighbors' second complaint concerns a storage shed that has been on the Club's property for years. An accessory structure may be allowed if there is an authorized principal development on the property and may be placed on side or rear yards. (The Code, § 104-119). A storage shed is an accessory structure and must be located at least three feet from an interior property line and at least seven feet from a street or right-of-way. (The Code, § 101-3, § 104-120). The accessory structure at issue is incidental to a principal development, is located on a side yard of the development and does not violate the setbacks. All requirements for an accessory structure in this location have been met.

An accessory structure is subject to level one development review under the Code. The Code, § 102-26(b)(1)(1)(a)(3). If the Club were to apply for level one development review, the review would be perfunctory and, since all requirements are satisfied, the development order would issue.

CRANES



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

The neighbor's third complaint is that the Club has an unauthorized and unsafe crane in operation on the property. The Club has addressed the complaints regarding the safety of the mast/pole crane. The fixed wood crane span at the top of the mast/pole was removed. The existing mast/pole was cut to lower the top of the pole approximately 10-15 feet. A new aluminum derrick style crane was installed on the mast/pole. The derrick style crane was inspected and deemed safe by a licensed crane inspector. A copy of the inspection report is on file at the Club.

The neighbors' argument that the cranes are unauthorized structures on the property is without merit. The cranes have been on the property for many years. Attached as Exhibit C is a copy of a development order approved for the jib crane installation in 2005, and the mast/pole crane was erected in the same general time period. Unquestionably, both the jib crane and the mast/crane pole were in existence in 2009 when the City adopted Ordinance 2330 and entered into a Development Agreement with the Club. The Development Agreement specifically provided that nonconforming structures in existence on the property in 2009 would be permitted to remain in their nonconforming state. (Development Agreement, Article VI, Paragraph 9). Because both cranes are allowed nonconforming structures under the Development Agreement¹, the neighbors' argument must fail.

CONCLUSION

¹The application of the Development Agreement to a crane is assumed for argumentative purposes only. The Club does not concede that a replacement of a crane would be governed by the Development Agreement.



ST. ANDREWS BAY YACHT CLUB

218 Bunkers Cove Rd.

PANAMA CITY, FLORIDA 32401

Based upon the foregoing, the Club is in compliance with the Code, and no further action by code enforcement against the Club is appropriate at this time.

Respectfully submitted this 20th day of February, 2018.

The St. Andrews Bay Yacht Club



Panama City Police Department

1209 E. 15th Street
Panama City, FL 32405
www.panamacitypolice.com
Code Enforcement Section 872-7209



Scott Ervin
Chief of Police

Bruce Clayton
Deputy Chief of Police

Pat Lee
St Andrews Yacht Club
218 Bunkers Cove Road
Panama City, FL 32401

11/16/2017

Dear Pat Lee,

The Panama City Police Department Code Enforcement Section has received complaints about your property located at **218 Bunkers Cove Road, Panama City, FL 32401**. An inspection was conducted on **08/09/2017** and it was found to be in violation of the following Panama City Municipal Code.

Code Sections and Descriptions:

104-31(b) - Non allowable use of zoning

This is a **FORMAL** request that you:

Obtain a development order for the shed located on the east side of the property facing Bunkers Cove Rd. Cease the use of the property originally designated as overflow parking for boat storage, or petition the Planning Board for a level 3 development order which would require a hearing to amend the Land Development Regulations in regards to this property and would allow for an extension of the 12/18/2017 deadline in order for the hearing to take place.

To obtain the Development Order contact the City of Panama City Land Use Department located at 9 Harrison Ave Rm 203 or by phone at 850-872-3025.

Your voluntary cooperation in correcting these violations would be greatly appreciated and will eliminate the need for further action on our part to bring it into compliance with the Panama City Municipal Code.

A re-inspection will be conducted on **12/18/2017**, at which time the property must be in compliance. If it is still in violation at that time you may receive a citation and summons to appear before a Code Enforcement Magistrate, at which time fines and court costs may be imposed and formal action may be taken to have the violations corrected.

If you have any questions or if I can be of assistance to you, please call (850) 872-7209.

Respectfully,

A handwritten signature in blue ink, appearing to read "E. BENTLEY".

Eric Bentley #3602
Code Enforcement Officer

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this letter has been furnished by U.S. Mail To Pat Lee
218 Bunkers Cove Road Panama City FL 32401 on 11/16/2017.

A handwritten signature in blue ink, appearing to read "E. BENTLEY".

AFFIDAVIT

COUNTY OF BAY
STATE OF FLORIDA

I, Peter P. S. [initials] M, after being duly sworn, state the following as testimony regarding my history of payment for storage of a marine vessel at the St. Andrews Bay Yacht Club:

1. I hereby attest and affirm that I have been a member of the St. Andrews Bay Yacht Club since 1990.
2. I further attest that I did pay a monetary fee for marine vessel storage prior to the year of 1993.

This is the end of my affidavit.

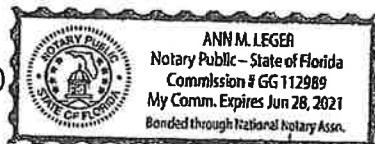
Peter P. S. [initials] M

Date 1/23/2018

Before me personally appeared with whom I am personally acquainted or has produced sufficient legal identification and who upon being duly sworn certifies that the information furnished by him as incorporated in the foregoing Affidavit is true and correct on this date: 4/23/2018.

Ann M. Leger
NOTARY PUBLIC

(SEAL)



Cecilia Boyd

From: Mark Swartz [REDACTED]
Sent: Thursday, February 8, 2018 10:59 AM
To: Cecilia Boyd
Subject: RE: STABYC

Hello Cille,

Regarding the renting of space, I do recall renting "dry" storage over by the Sailing Center. I cannot the exact date it started nor even what was charged.(maybe something like \$25 a month?) As far as proof, the only thing I can think to look at would be the financial reports and maybe some individual member accounts that would have listed that charge on billings or to dig up Board meeting minutes where it was approved. I believe Willard Dean was our accountant at the time, and he might be able to shed some light if he's available. John Morrow was also on the Board for a number of years around that time and he might be able to give some clarity. Jay Wallace, Club Manager who followed me would also be a good source. I believe he's running a club in south Florida.

As far as other income generated, we had income for events that were held upstairs in the Sailing Center room (member /member sponsored events) or as part of regatta's. Income was from food/beverage receipts. It wasn't used very often during my time there, as it was just being transformed from a garage area for the sailing program into a more user friendly facility. The room upstairs was also provided free of charge for a meeting space for Board of Governor meetings, occasional Power Squadron and Coast Guard Auxiliary Meetings, and for a classroom for the Junior Sailing program over the summertime.

Hope that helps a little. Tell your Daddy I said hello.

Regards,

Mark S. Swartz, CPIA
Agency Principal – Ford Insurance Agency

"Providing Insurance Choices to Protect Family, Property and Dreams"

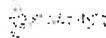
AUTO HOME BOAT BUSINESS BONDS LIFE



Ford Insurance Agency

2919 Canoe Creek Road
St. Cloud, FL 34772
Office (407) 847-5892
Cell [REDACTED]

www.fordinsfl.com

 Please consider the environment before printing this e-mail.

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transmission is strictly prohibited. Also, for your protection, coverage cannot be bound or changed via voice mail, email, fax or online via the agency's website, and is not effective until confirmed directly with a licensed agent.

From: Cecilia Boyd [mailto:cboyd@boydlawofficepa.com]

Sent: Thursday, February 08, 2018 10:22 AM

To: [REDACTED]

Subject: STABYC

Hi Mark. I hope you are doing well. We miss you in the panhandle.

I am working with the yacht club on a code enforcement complaint brought by some of the neighbors. The complaint is that the Club is charging members to keep their boats on trailers. The Club is providing monthly rentals. The neighbors say this is an illegal expansion of the grandfathered non-conforming use that allows the club to operate in a residential neighborhood.

We are trying to determine whether the Club was renting any space for trailers or boats on land in the early 90s. We will be judged by whatever we can prove we were or were not doing in 1993. Do you recall anything that would be helpful for our cause? If you don't recall renting any dry storage, is there anything else you recall that may be helpful. Did we get any revenue from anything else that wasn't generated inside the clubhouse (food, drink, banquet, dues) or on the docks?

I apologize for imposing on you. Thanks,
Cecilia

Cecilia Redding Boyd
Boyd Law Office, P. A.
P. O. Box 69
Panama City, FL 32402
850.872.8514



CITY OF PANAMA CITY
Division of Planning & Land Use Services

9 Harrison Avenue/P.O. Box 1880
Panama City, Florida 32402-1880

Tel: (850) 872-3025
Fax: (850) 872-3077

Development Order

Document Number 00012226

Project Type: Addition to building
Project : St. Andrews Yacht Club Jib Crane Installation
Location : 218 Bunkers Cove Road

Received : 10/13/2005
Date Called : 10/26/2005
D.O. : 10/26/2005

Name: (first last)	St. Andrews Bay Yacht Club	Billing Name	St. Andrews Bay Yacht Club
Address:	218 Bunkers Cove Road	Address	218 Bunkers Cove Road
City, State, Zip	Panama City, FL 32401	City	Panama City, FL 32401
Phone:	319-8048	Phone	319-8048

Comments **APPROVED PROJECT AS PLANNED. A CERTIFICATE OF ACCEPTANCE INSPECTION IS REQUIRED.**

Connection: Water Meter

Meter Size:	Tap Size:		
Impact Fee: 0	Connection Fee: 0	Deposit Fee: 0	Construction Fee: \$0.00

Comments: N/A

FEES & CHARGES	TOTALS
Utility Fees	\$0.00
Construction Fee	\$0.00
Bay County Impact Fee	
Review Fee	\$85.00
Total Amount Due	\$85.00

By: Receipt Number: 7976

Date issued
Estimate good for 90 days
Comments

Land Use RLD-2
Flood Zone X & AE
Base Flood N/A
Finished Floor N/A



CITY OF PANAMA CITY
Department of Land Use

9 Harrison Avenue/P.O. Box 1880
Panama City, Florida 32402-1880

Tel: (850) 872-3025
Fax: (850) 872-3077

Document Number 00012226

Number of Connections 0

If Sent to Utility Dept : Water Meter

Water 1 Impact Fee 0 Connection Fee 0 Deposit Fee 0 Construction Fee 0.00 Bay Co. Impact Fee 0.00

Meter Size	<input type="radio"/> 3/4" <input type="radio"/> 1" <input type="radio"/> 1 1/2" <input type="radio"/> 2" <input type="radio"/> Other <u>Reset</u>
	<input type="radio"/> 3" <input type="radio"/> 4" <input type="radio"/> 5" <input type="radio"/> 6" <input type="radio"/> 7" <input type="radio"/> 8" <u>Reset</u>
	<input type="radio"/> 2" <input type="radio"/> 4" <input type="radio"/> 6" <input type="radio"/> 8" <u>Reset</u>
Number Requested	

Comments: N/A

Meter Information	
Size: Tap Size:	Comments:
B.O. ID No:	Meter ID:
Date Installed :	Installed by: <u>Meter Completed - Meter Section</u>
Account Number	Meter Added to NWS

Send To: Planner on 10/13/2005	Submit
<input checked="" type="radio"/> Approved <input type="radio"/> Rejected on 10/26/2005	
Comments: 10/26/05--DC--Site plan was submitted. All setbacks are good. Final review is complete and everything checked good. APPROVED PROJECT AS PLANNED. A CERTIFICATE OF ACCEPTANCE INSPECTION IS REQUIRED.	
10/21/05--DC--Customer is installing a fixed crane for a boat lift at a yacht club. This club is a non-conforming use in an RLD-2 zoning. This is not expanding the use. No site plan was submitted. Called the customer to bring in a site plan.	
Site Plan/ Review Fee \$85.00 Completed	Approved <u>Reply</u> Reviewer Status

Structure Type: Units: Height:

Level: 1 2 3 C.A.: Yes No

Sent By: Abigail Price/City of panama city
Completed dep printed

E655D1530CA5AEC38625709900717910

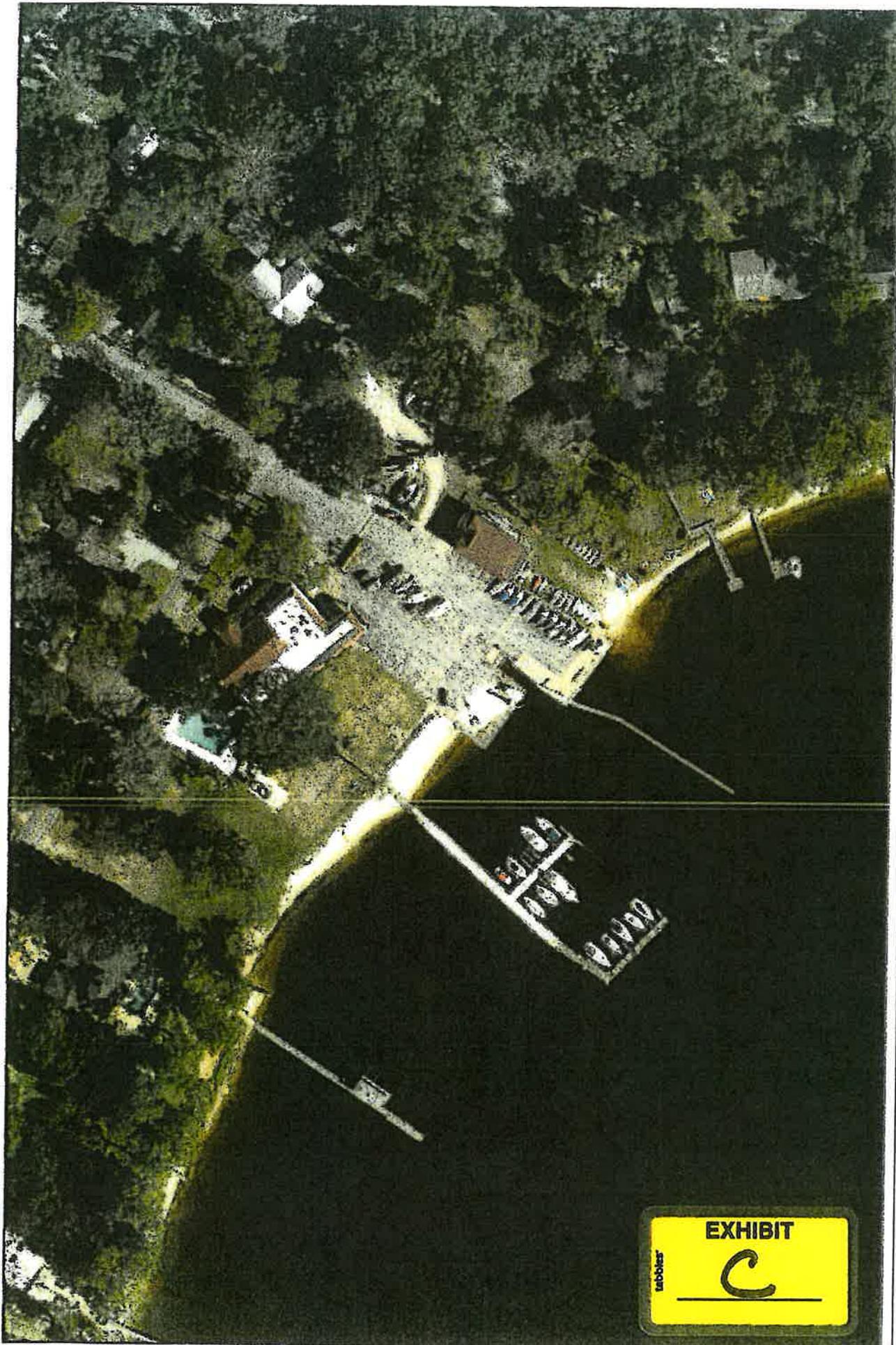


N

0 100 200 300
Feet

version of 20190927
James J Miller PHD LLC
jim@jimmiller.com
850-445-5042

St. Andrews Bay Yacht Club
September 29, 1993 Aerial Photography



St. Andrews Bay Yacht Club
Current Aerial Photography

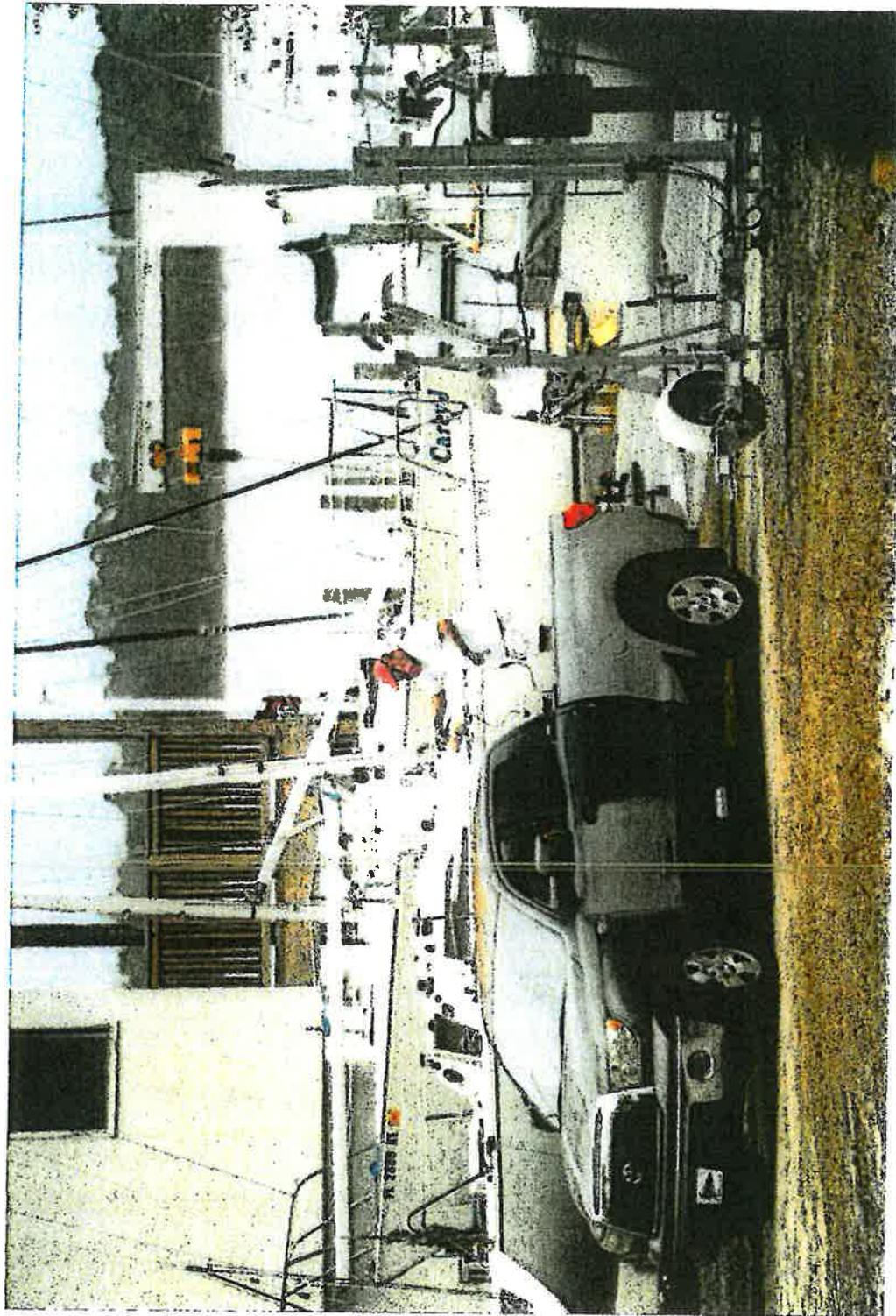
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James J Miller PHD LLC
jim@jimmiller.com
850-445-5042

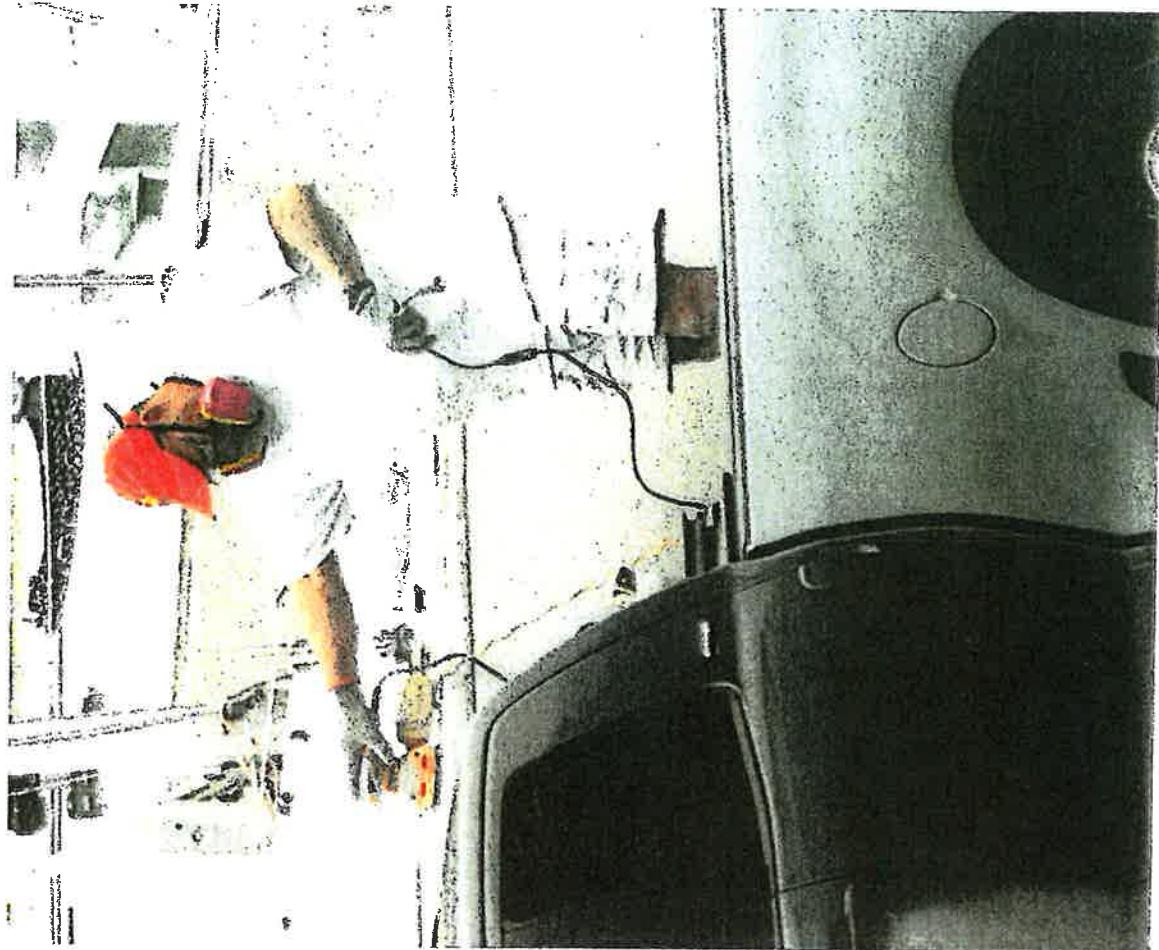
St. Andrews Bay Yacht Club
218 Bunkers Cove Rd
Boat Yard and Non-residential Operations

- Fiberglass Sanding and Resin Work
- Boat Rebuild for Commercial Sales
- Non-engineered Crane for Boat Maintenance Operations
- Boat rebuilding in Yacht Club parking lot
- RV usage with hook-up
- Tent Camping



Picture taken 1-27-2018 Fiberglass Work at 218 Bunkers Cove Rd

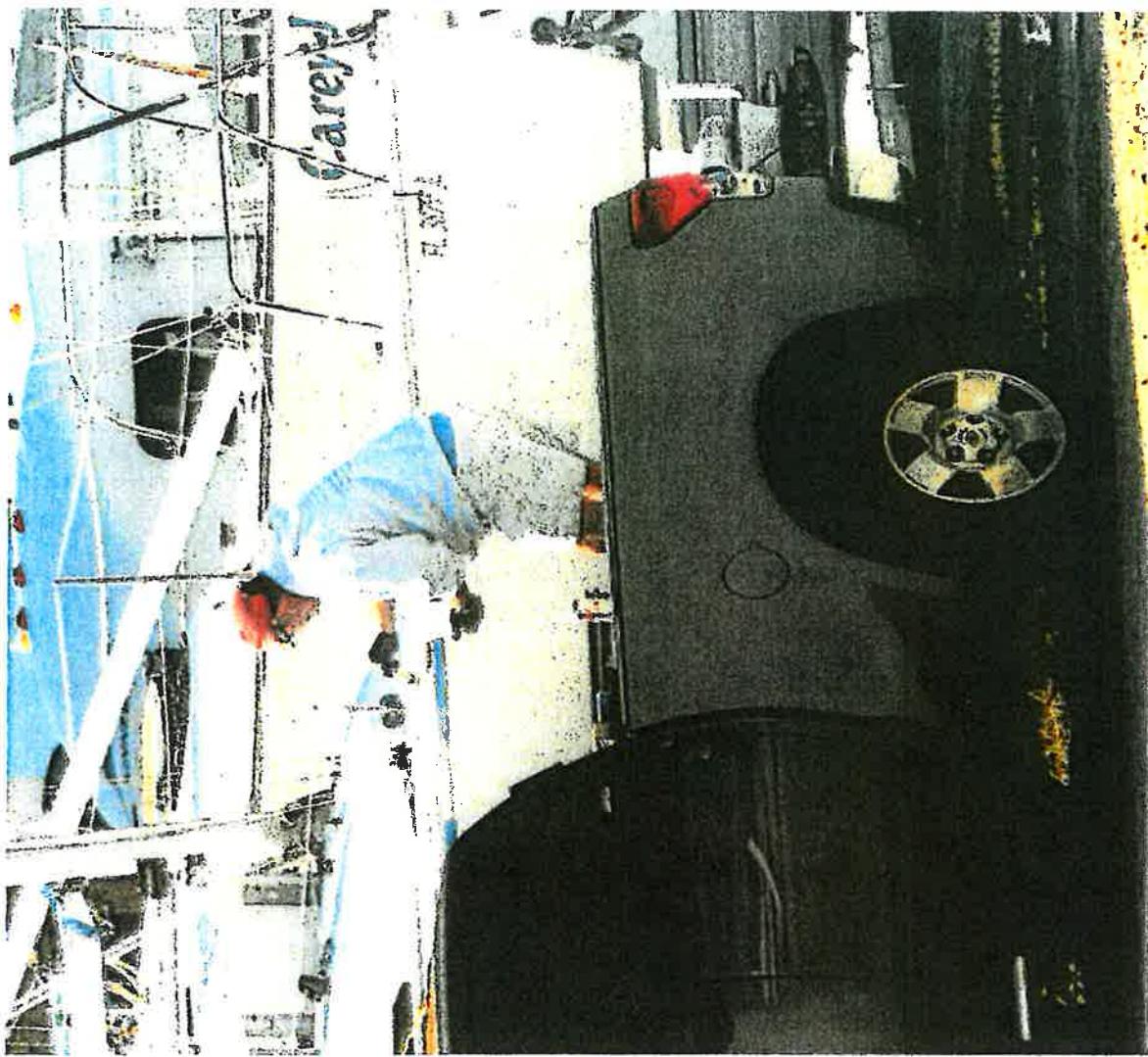




Boat Yard Operations- 1-27-2018

Picture Taken 2-5-2018 Fiberglass resin work at 218 Bunkers Cove Rd

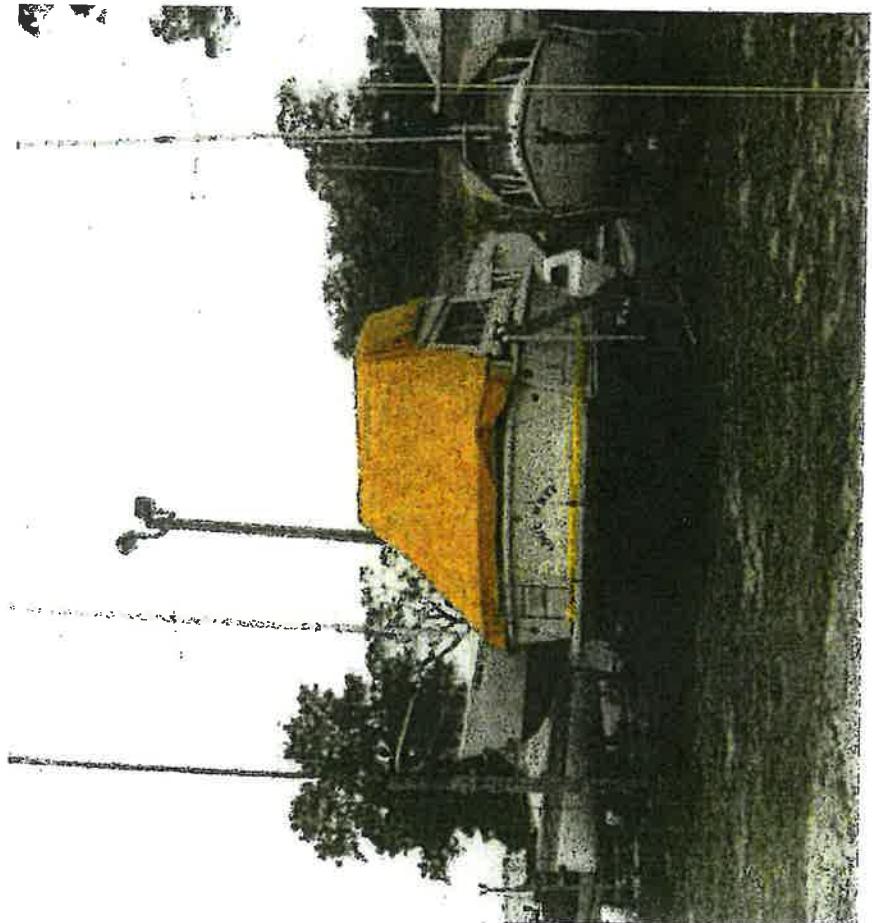




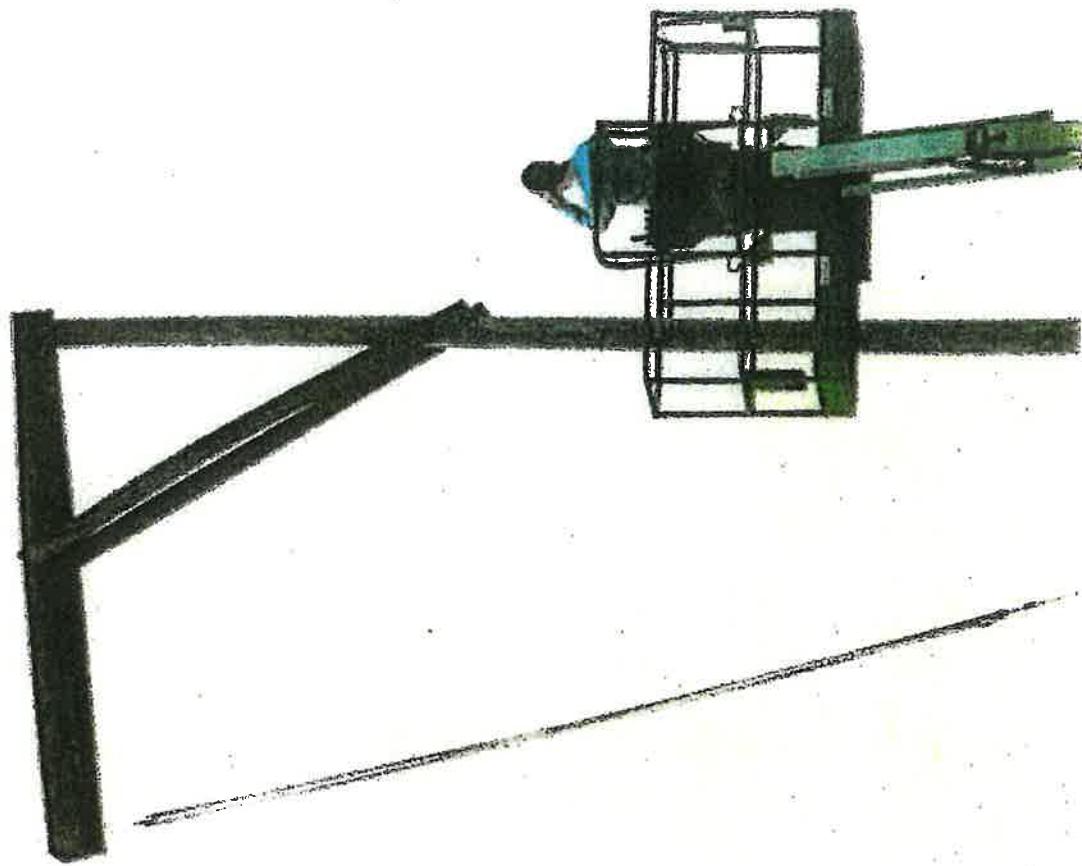
Boat Yard Operation
Fiberglass Resin Work

Commercial Boat Rebuild and Sales

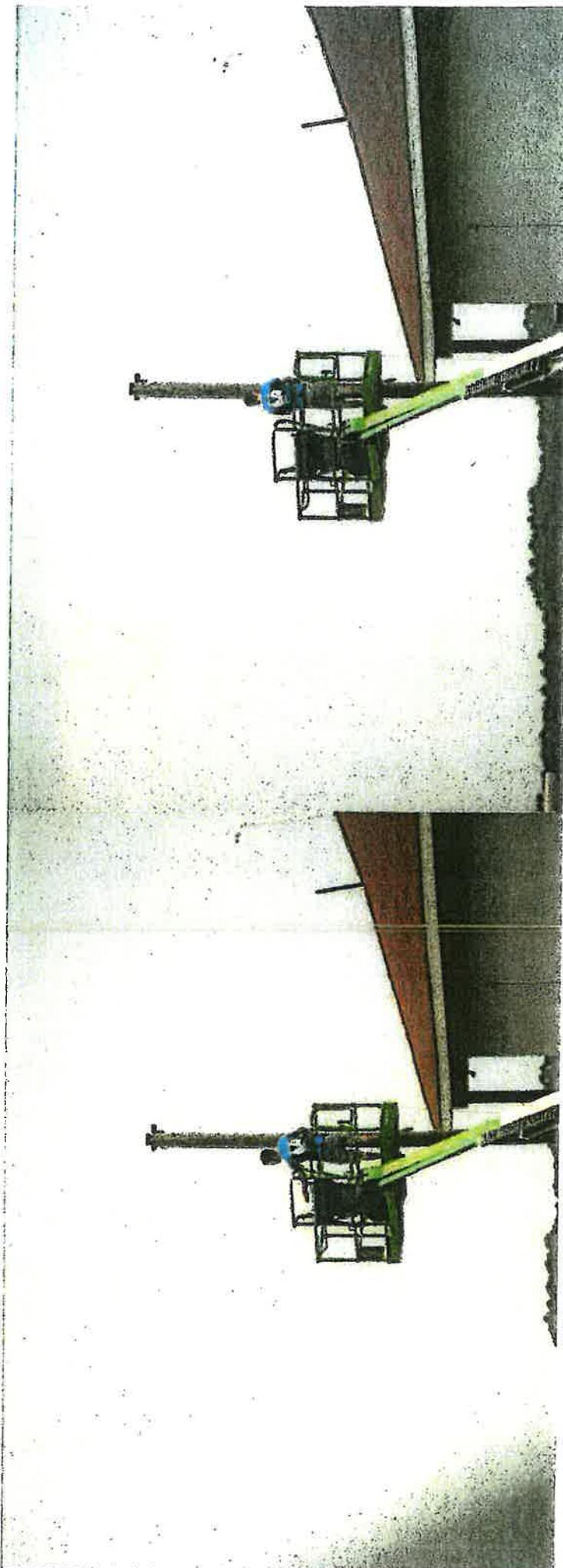
Picture Taken 1-1-2017



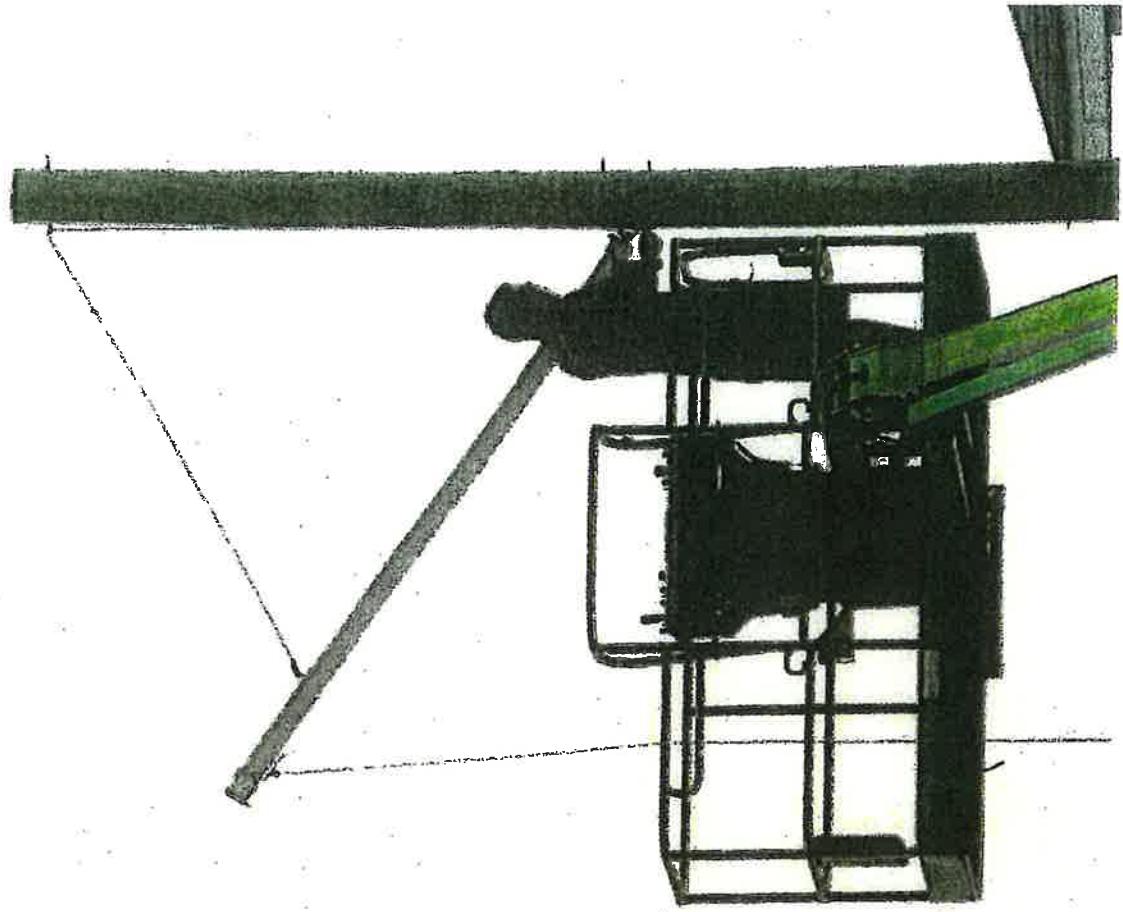
Picture Taken 1-24-2018
Crane built to perform
maintenance on boats
without regard to crane
safety standards (operator
should be using fall restraint)



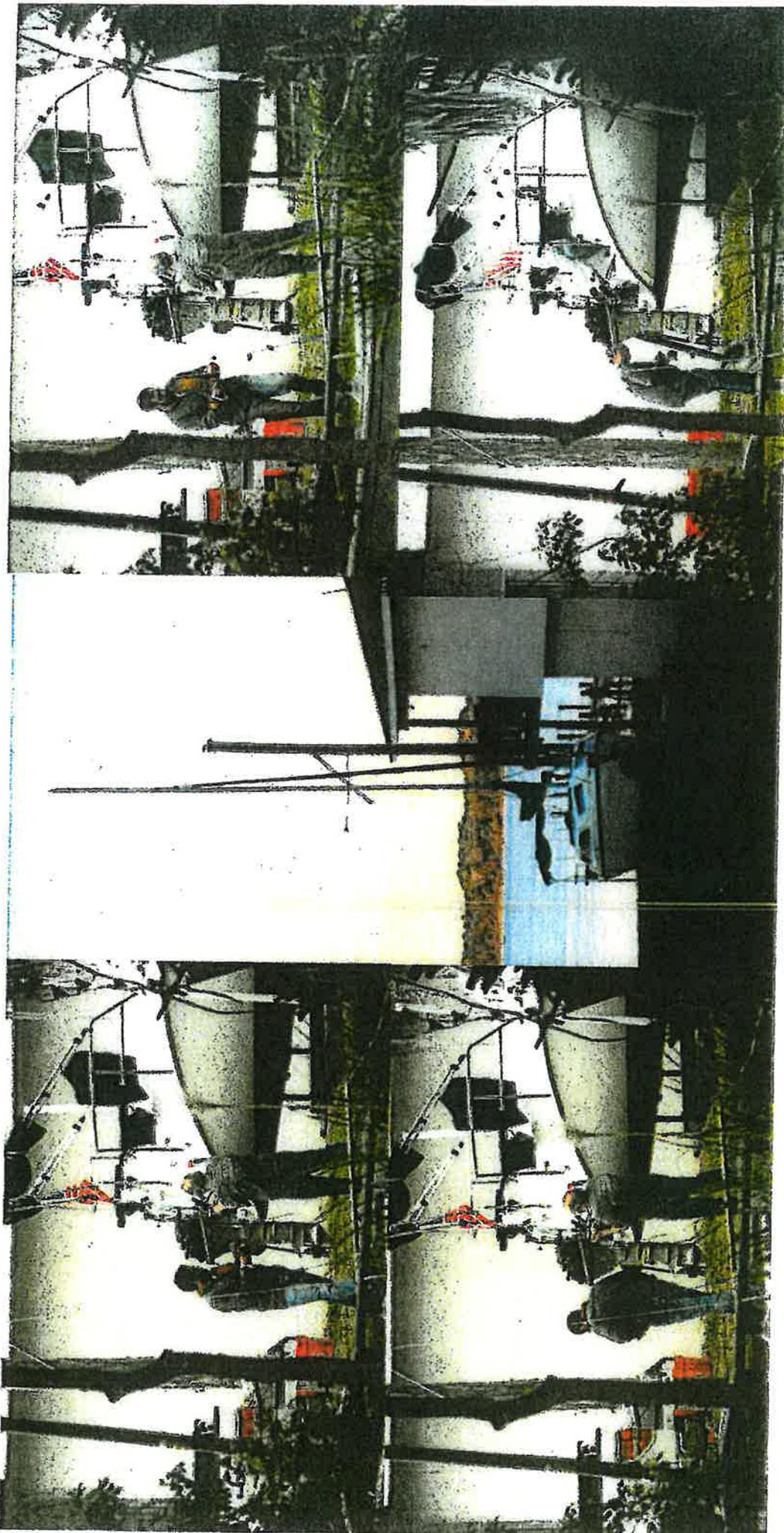
Picture Taken 1-25-2018 Crane rebuilt after NOV filed and with YC Board Approval



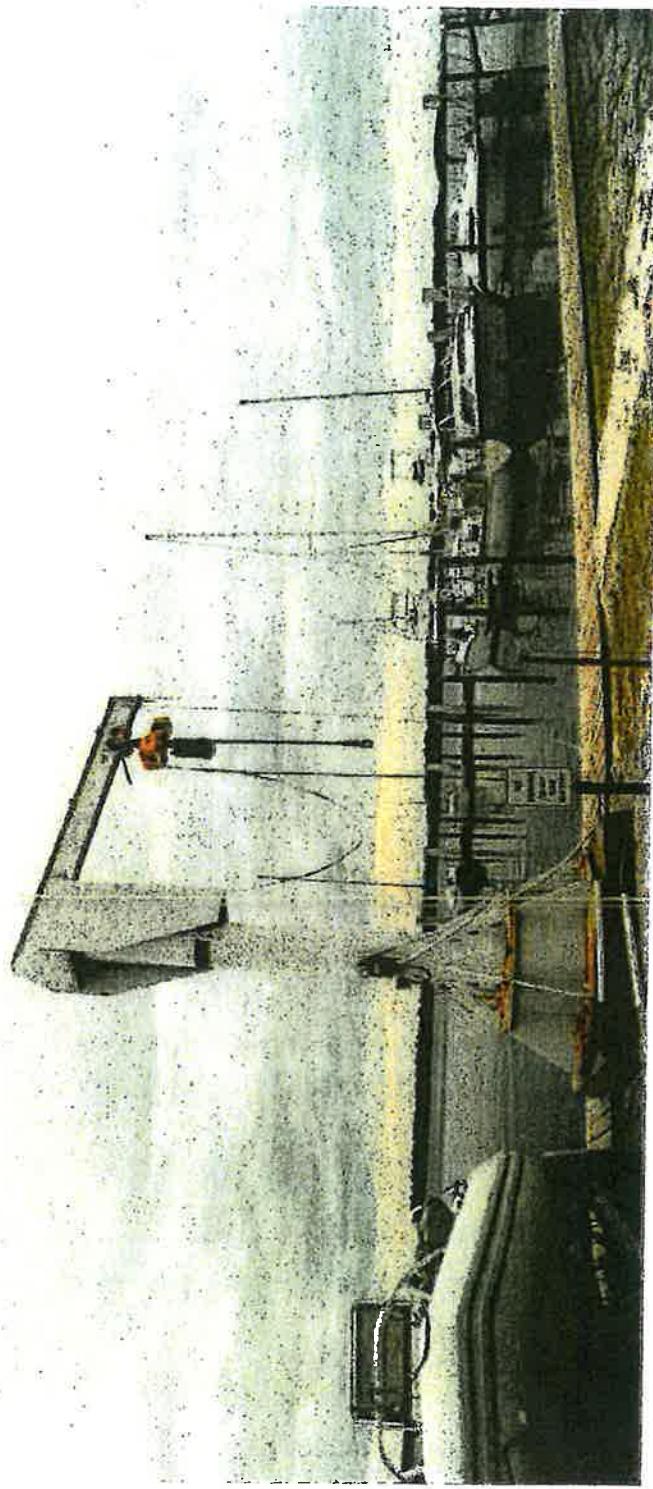
**Picture Taken 1-26-2018 Crane rebuilt
without engineering design standards to
protect safety. (Operator should have fall
restraint) Unknown foundation, Exhibit C
was for foundation of metal crane, no
mention of wooden crane foundation**



Boat Staged at Wooden Maintenance Crane
pictures taken 3-10-2018



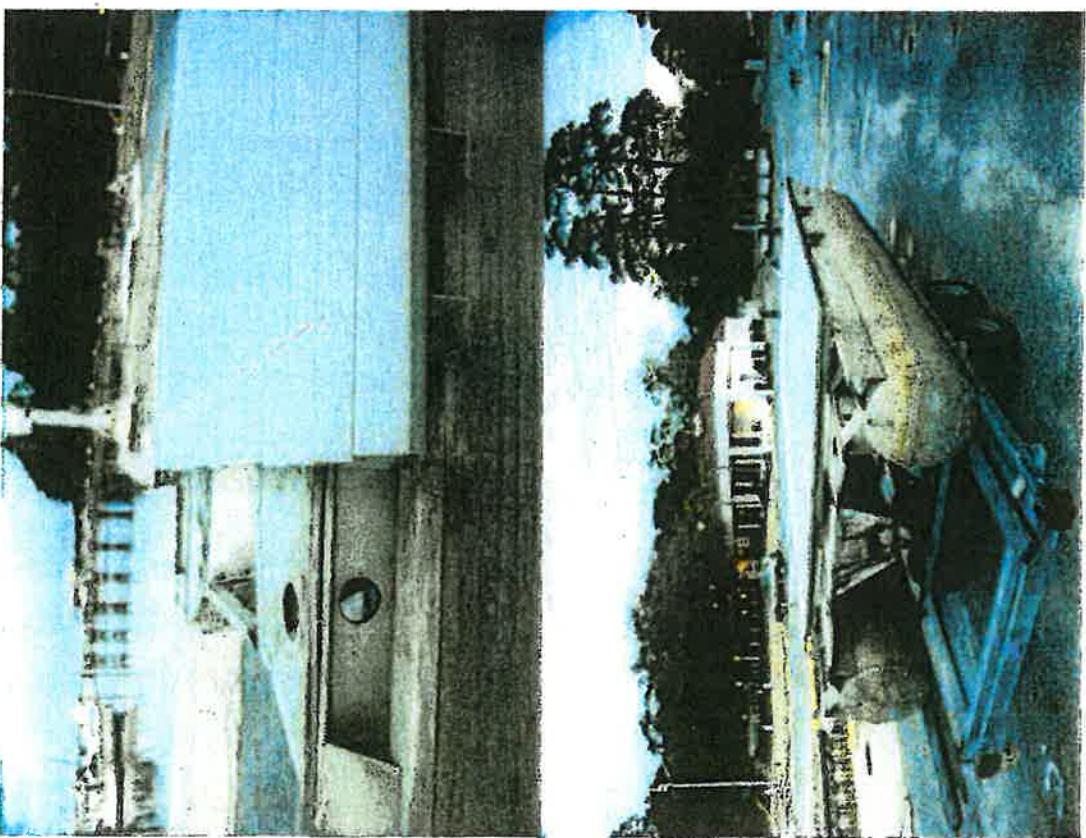
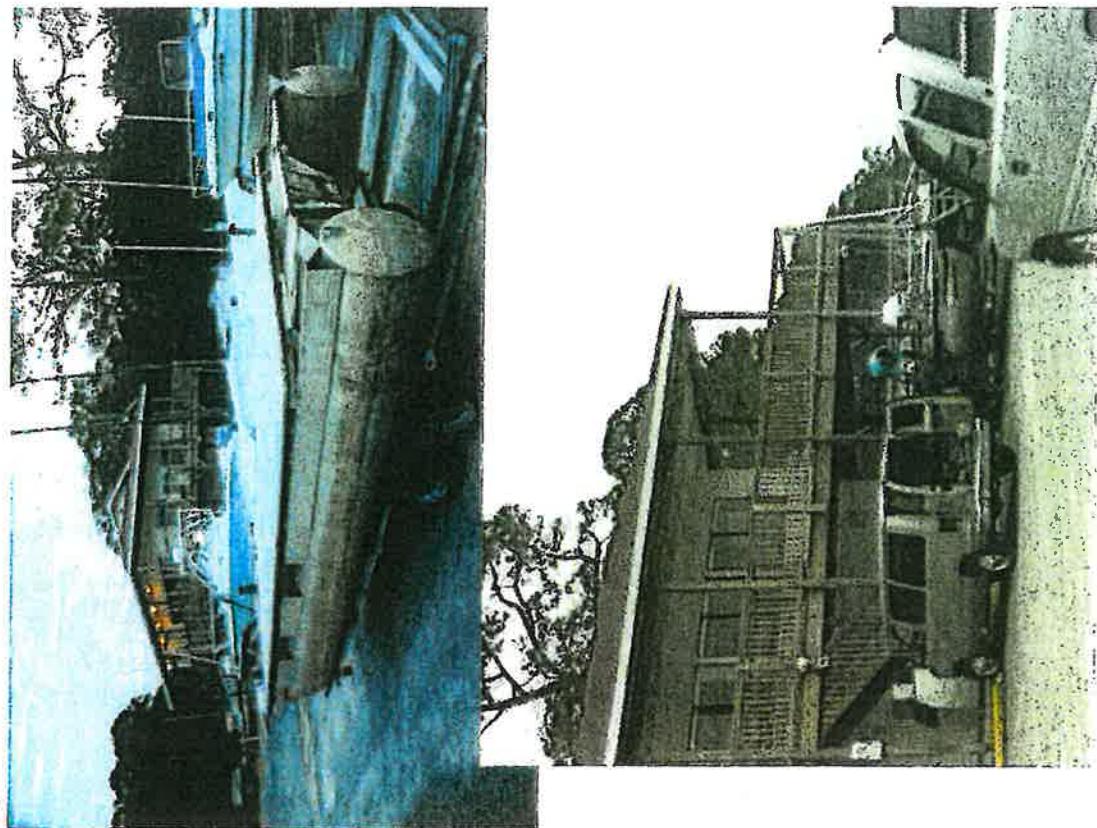
Club used this crane's development order (Exhibit C) to support installing wooden crane



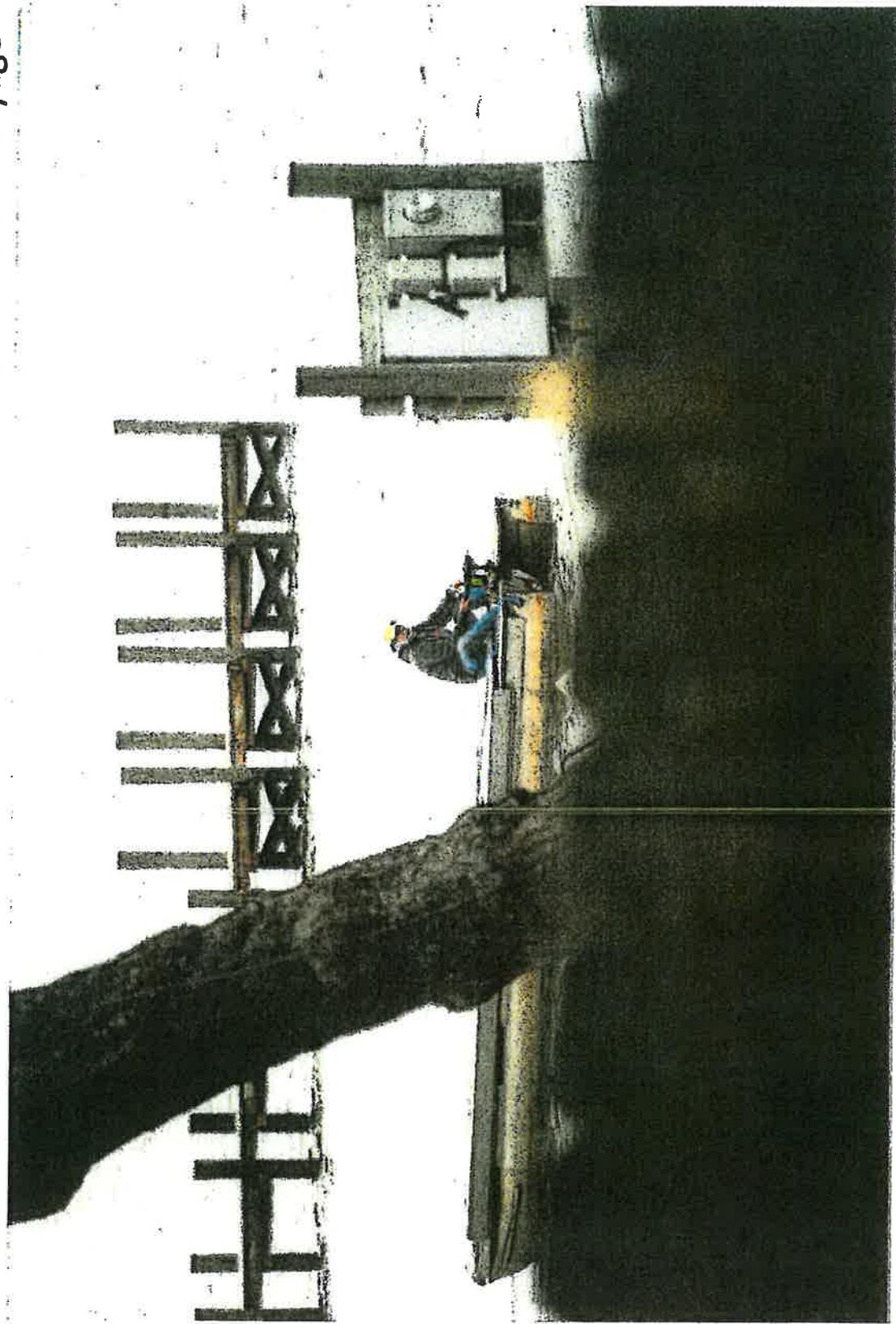
Permit Details		Permit Holder Details		Permit Type		Permit Status		Permit Conditions		Permit Expiry	
Permit No.	Date	Permit Holder Name	Permit Holder Address	Permit Type	Permit Status	Permit Status	Permit Status	Permit Conditions	Permit Conditions	Permit Expiry Date	Permit Expiry Date
1234567890	2023-01-01	John Doe	123 Main Street, Anytown, USA	Construction	Issued	Valid	Valid	Not Approved	Not Approved	2024-01-01	2024-01-01
<p>Permit Holder Details:</p> <p>Name: John Doe Address: 123 Main Street, Anytown, USA Phone: 123-456-7890 Email: john.doe@example.com</p> <p>Permit Type:</p> <p>Construction</p> <p>Permit Status:</p> <p>Valid</p> <p>Permit Conditions:</p> <p>Not Approved</p> <p>Permit Expiry:</p> <p>2024-01-01</p>											

**Permit Record for
crane note no
inspection performed
on foundation, no
Certificate of Usage
issued. No mention of
using this permit to
build wooden crane**

Picture Taken 2-9-2008 Boat Yard Operation rebuilding boat 218 Bunkers Cove Rd



Picture Taken 2-11-2018 Boat rebuilt at 218 Bunkers Cove Rd maiden voyage



Watson Landings, a boat and trailer storage business is zoned General Commercial 2-(GC-2)
Bay County Boatyard, a boat repair business is zoned Light Industry-(LI)
St Andrews Bay Yacht Club, a private club, operating boat and trailer storage business and
performing boat repair and commercial sales business is zoned Residential 1-(R-1)



Panama City Florida Municipal Code

ARTICLE VIII. - MARINA DEVELOPMENT STANDARDS

Sec. 105-273. - Public purpose. The development & operation of marinas is an activity potentially detrimental to recreation, fish life, navigation, waterfront accessibility & aesthetic values shared by the public at large, & shall be properly managed according to the minimum standards of this section. The purpose of this section is to provide standards & criteria intended to minimize the potential detrimental effects caused by marina development.

(CPLDR 1993, § 5-10.1)

Sec. 105-274. - Applicability. The standards & criteria set forth in this section shall apply to all new marina developments & the expansion of any existing marina.

(CPLDR 1993, § 5-10.2)

Sec. 105-275. - Other permits or approvals. All required permits & approvals from government agencies having jurisdiction over a marina development are a prerequisite to the issuance of a development order by the city. Notwithstanding the above, the city may issue a letter of intent if such letter is necessary to obtain the required permits or approvals from other agencies provided the developer (or the applicant) has provided the city with reasonable assurances the other required permits or approvals can be obtained. (CPLDR 1993, § 5-10.3)

Sec. 105-276. - Types of marinas. Marinas are classified & defined as follows:

(1) **Commercial marina**, which is defined as a facility offering in-water boat docking or slip rentals not associated with fabrication, construction, repair or maintenance of boats or vessels or the removal of boats or vessels from the water for such purposes. Any docking facility, with or without dock or slip rentals, providing fuel or offering merchandise for sale shall be deemed a commercial marina.

(2) **Marine facility**, which is defined as a business associated with the construction, fabrication, refurbishing, maintenance, repair (including equipment installation) of boats & vessels, or the removal of any boat or vessel from the water for any such purpose. A marine facility will not be considered a marina for any purpose.

(3) **Private marina**, which is defined as any dock or facility offering spaces for boat docking or slip rentals, the use of which is restricted to membership in a private club or organization, including yacht clubs, boating clubs, boating & sailing associations, & other like & similar types of organizations.

(CPLDR 1993, § 5-10.4)

Sec. 105-277. - Location by land use district.

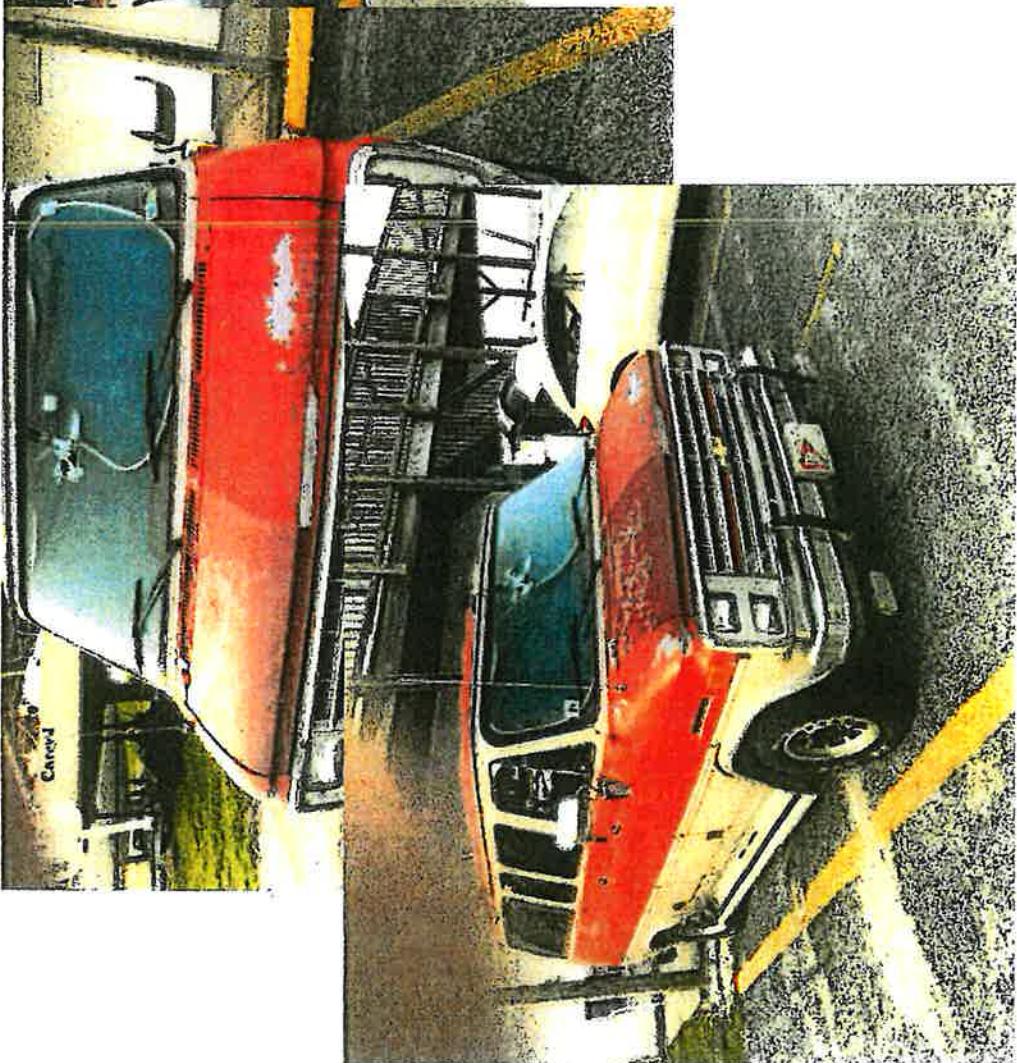
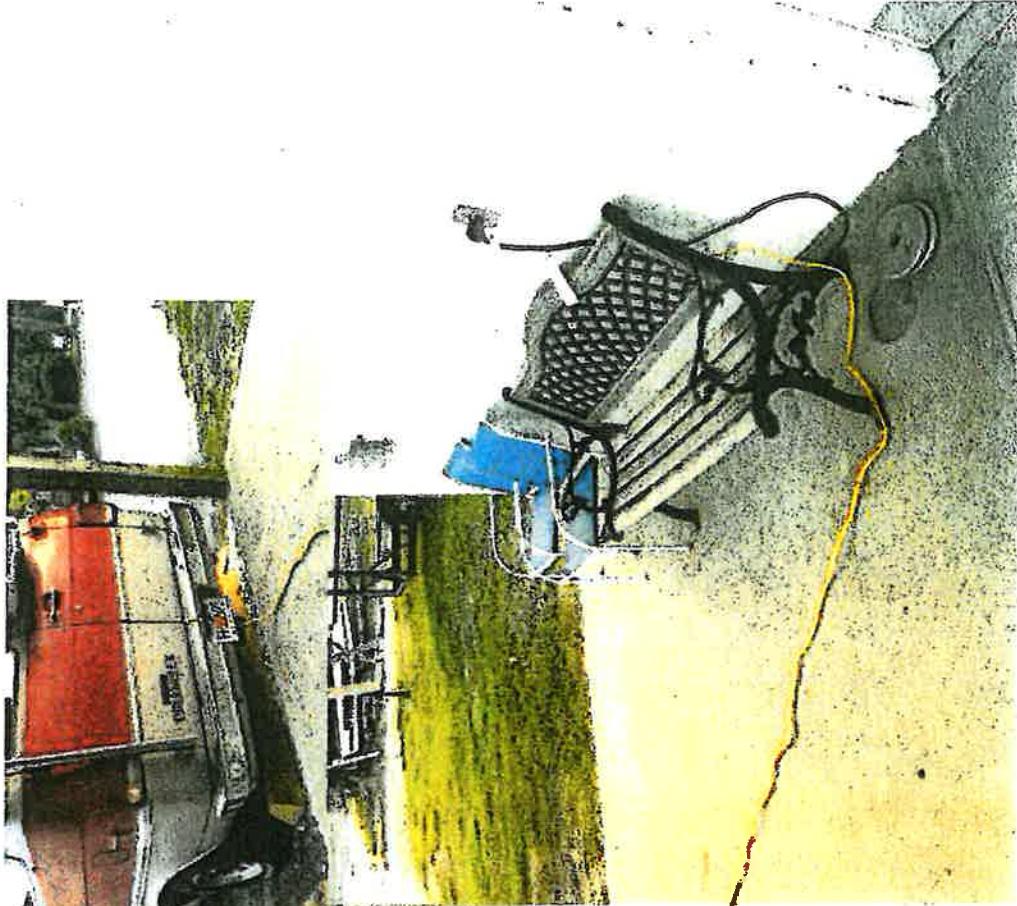
(a) **All marinas are prohibited in RLD districts.**

(b) **Marinas may be allowed in MU & GC districts as conditional uses & as allowable uses in LI & HI districts.**

(c) **Any marina facility must be located in LI or HI land use districts.**

(CPLDR 1993, § 5-10.5)

Other non-Yacht Club uses: RV Park pictures taken 7-1-2017





RV parking
picture taken 3-
18-2018

Tent Camping pictures taken March 2018



Boyle Lot. Members told during purchase proposal that deed restrictions provided vegetative neighborhood buffer only, lot previously used on east side so full of boat yard operation no place to stage regattas



What kind of boat trailer is this?: Storing Utility Trailers Picture taken 3-2-2018



6. Unfinished Business

a. Capital Expenditures: Bill Steiner reported that a list of capital expenditures made during the shutdown would be presented at the next meeting.

b. Code Enforcement Notice: Commodore Littleton requested that the Board review the City Ordinance to determine whether the Club is in violation.

Morgan Hurst moved to construct a fence around the boat storage yard; Caroline Windham seconded. Commodore Littleton requested that the discussion of a fence be postponed to the next meeting.

Chris Cumberland stated that the City Ordinance is unclear and should be reviewed by a land use attorney. He estimated the cost of an attorney to be \$ 400 per hour for 5-10 hours for an opinion. Mr. Hurst said there are references back to a Land Development Regulation which would also need to be reviewed. Mr. Lee said that Code Enforcement stated that the City Ordinance is the document that prohibited storage. They also stated that if paid boat storage existed in 1994 the Club could continue to store boats for a fee; the same was true for the shed. Leanne Shell suggested that the Club approach the City Attorney for an explanation. Commodore Littleton said he would find an attorney and schedule a meeting in the following weeks.

Chris Cramer noted that February 1 is the deadline to answer the Code Enforcement notice and asked whether the Board should fight the complaint or comply. Commodore Littleton said that if there are concerns about the legitimacy of the notice they should be addressed. Bill Steiner said that it might be worth the expense of an attorney to determine if the document is challengeable. Peter Egan noted that there is a six-month abandonment provision that would preclude the Club from returning to paid boat storage if the usage was stopped.



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MEREDITH BUSH LAW

December 8, 2025

VIA EMAIL AND HAND DELIVERY

Mr. Brian Neubauer, Chairman, brian.neubauer@gmail.com

Mr. James Barker, hollyhillbaptist@gmail.com

Mr. Aaron Rich, aaron@aaronrich.com

Mr. Christopher Stamps, cstamps@gmail.com

Mr. Larry Carroll, lkc@coldwellbankerpcfl.net

Panama City Planning Board

501 Harrison Avenue

Panama City, Florida 32401

Mr. Michael Fuller, Director of Development Services at mfuller@panamacity.gov

Panama City Development Services Department

501 Harrison Avenue

Panama City, Florida 32401

City Clerk Jan Smith at publicrecords@panamacity.gov

Public Records Custodian

501 Harrison Avenue

Panama City, Florida 32401

**RE: Public Records Request –
St. Andrews Bay Yacht Club
Case No. CPC-PLN-2026-0176**

Dear Mr. Neubauer, Members of the Planning Board, Mr. Michael Fuller, and Records Custodian for the City of Panama City, Florida:

On behalf of Mr. Harvey Hollingsworth, the owner of the residential property immediately adjacent to the St. Andrews Bay Yacht Club (“STABYC”), and pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, I hereby request to inspect and/or obtain copies of all public records in the custody of the City of Panama City, its departments, officials, employees, consultants, and agents relating to the St. Andrews Bay Yacht Club (“STABYC”) and its development activities.

This request includes, but is not limited to, the following categories of records:

Mr. Brian Neubauer, Chairman
Planning Board - City of Panama City
Mr. Michael Fuller, Director
Ms. Jan Smith, City Clerk
Page 2
December 8, 2025

1. Any Development Agreement, amendment, modification, extension, termination, or related document involving the Yacht Club, including any agreement referenced as originating in 1993 or at any other time.
2. All communications, correspondence, emails, text messages, notes, memoranda, drafts, internal discussions, telephone logs, and meeting summaries exchanged by or between any City official, staff member, consultant, Planning Board member, elected official, or representative of the Yacht Club regarding:
 - o the pending Development Order application (Case No. CPC-PLN-2026-0176);
 - o the Yacht Club's nonconforming status;
 - o any proposed site plan, pool relocation, expansion, rebuilding, or operational change;
 - o interactions, meetings, or communications with neighboring property owners;
 - o any statements made by the applicant regarding a prior development agreement.
3. All historical records relating to the Yacht Club, including but not limited to:
 - o site plans, architectural plans, construction drawings, surveys, and plats;
 - o permit applications and issued permits (building, site, stormwater, zoning, electrical, structural, accessory structures, docks, piers, moorings, boathouse, pool, etc.);
 - o approvals, certificates of occupancy, variances, or development orders;
 - o nonconforming use determinations;
 - o enforcement records, code complaints, violation notices, inspections, and resolution documents;
 - o any records involving parcel boundaries, consolidations, or use of adjoining properties (including the Boyle Lot).
4. All documents, reports, analyses, or memoranda prepared by or for the City relating to the lawful nonconforming status of the Yacht Club, including the 2018 Theriaque memorandum and any follow-up communications or staff evaluations.
5. All records reflecting meetings, calls, discussions, or communications between the Yacht Club (or its representatives) and any City official or Planning Board member relating to neighbor input, alleged neighbor support, or statements that neighbors had been consulted or "agreed" with the proposal.

If any responsive documents are withheld, please identify the statutory exemption and provide a privilege log as required by law. As permitted by §119.07(4), please advise of any copy charges exceeding \$500.00 before fulfilling the request.

Mr. Brian Neubauer, Chairman
Planning Board - City of Panama City
Mr. Michael Fuller, Director
Ms. Jan Smith, City Clerk
Page 3
December 8, 2025

This request is continuing in nature; please supplement with any newly created or newly discovered responsive records.

Electronic copies are preferred and may be sent via email to: meredith@meredithbushlaw.com.

If you have any questions or need clarification, please contact me. Thank you for your timely attention to this matter.

Respectfully submitted,



Meredith D. Bush, Esq.
*Board Certified City, County & Local
Government Lawyer
Certified Land Use Planner*

MDB
Enclosures

Cc:

Mr. Michael Fuller, Director of Development Services at mfuller@panamacity.gov
Mr. Jonathan Hayes, City Manager at jhayes@panamacity.gov
Mr. Jiwaun Haley, Planning Manager at jhaley@panamacity.gov
Ms. Savannah Brown, Senior Planner at sbrown@panamacity.gov
Mr. Nevin Zimmerman, City Attorney at nzimmerman@burkeblue.com
Ms. Natalie McSwane, Assistant City Attorney at nmcswane@burkeblue.com
Mr. Michael S. Burke, Assistant City Attorney at mburke@burkeblue.com
Ms. Joy Marler, Assistant City Attorney at jmarler@burkeblue.com

CITY OF PANAMA CITY PLANNING BOARD

In RE:

**DEVELOPMENT ORDER APPLICATION – ST. ANDREWS BAY YACHT CLUB
218 BUNKERS COVE ROAD | PARCEL ID 20895-000-000**

Applicant,

v.

HARVEY HOLLINGSWORTH

Affected Property Owner/Intervenor.

MOTION TO CONTINUE

COMES NOW, HARVEY HOLLINGSWORTH, by and through the undersigned counsel, as Intervenor in the development order application hearing before the City of Panama City Planning Board, and hereby respectfully moves this Board to continue the scheduled hearing to allow Intervenor adequate time to prepare their case, pursuant to the Florida Constitution and applicable Florida law.

In support of this Motion, Intervenors state as follows:

1. The requested continuance is necessary to safeguard the constitutional rights of the Intervenor who is an affected property owner, ensure compliance with statutory and case law requirements, and preserve the integrity of the quasi-judicial development order hearing.
2. Intervenor is a property owner whose properties are adjacent to or near the subject property for which the development order is sought.
3. Intervenor has submitted a public records request and is entitled to review all records and evidence in the possession of the City in preparation for this hearing.
4. Intervenor requires additional time to:

- a. Retain and prepare expert witnesses to testify regarding the potential impacts of the proposed development on surrounding properties;
- b. Review relevant documents and information related to the application;
- c. Prepare evidence and testimony to present at the hearing;
- d. Consult with legal counsel regarding their rights and interests in this matter; and/or
- e. Negotiate the terms of a development agreement with the Applicant and City.

Due Process and Adequate Notice

- 5. Both the United States and Florida Constitution guarantees that no person shall be deprived of property without due process of law. As property owners whose interests will be directly and substantially affected by the Board's decision on the development order application, Intervenors are entitled to meaningful due process protections. *See* U.S. Const. amend. XIV; Art. I, §9, Fla. Const.
- 6. In the context of land use, due process requires not only notice, but also a meaningful opportunity to be heard. *Jennings v. Dade County*, 589 So. 2d 1337, 1340 (Fla. 3d DCA 1991).
- 7. Intervenor received notice of the development order hearing with insufficient time to adequately prepare their case, secure expert witnesses, and gather evidence necessary to present a complete case before this Board.
- 8. Here, the City of Panama City Land Development Code, 102-45 prescribes the following minimum notice requirements:

“(4. *Development order (DO)*). Development orders for major development applications shall require public notice on the property and on the city website. Signage shall be placed on the parcel upon determination of the public hearing date.” City of Panama City Land Development Code, 102-45

- 9. The Intervenor did not observe any public notice on the property.
- 10. It has been reported that the posted sign reflected a “variance” hearing rather than a development order approval. There is no proof of

notification contained in the County's agenda packet as back-up to the agenda item.

11. Even assuming arguendo that signs were posted, which Intervenor expressly disputes, the signage was insufficient to satisfy the purpose and spirit of the City's public-notice requirements. Notices must be positioned so that they are clearly visible from the nearest public right-of-way and reasonably calculated to alert affected neighbors of the pending quasi-judicial action. Such deficient notice subverts the rights of the public and adjacent property owners to meaningfully participate in the hearing process, deprives them of a fair opportunity to review the application, prepare objections, or retain counsel or experts, and therefore violates both the LDR and fundamental principles of procedural due process.
12. While the Land Development Code (LDC) prescribes minimum notice, both the U.S. Supreme Court and Florida courts have long recognized that mere technical compliance with statutory notice provisions does not alone satisfy due process if the notice is inadequate to permit a meaningful opportunity to be heard. *Fla. Dep't of Highway Safety & Motor Vehicles v. Hernandez*, 74 So. 3d 1070 (Fla. 2011); *Rosado v. Vosilla*, 909 So. 2d 505 (Fla. 5th DCA 2005); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950).

Right to Present Competent and Substantial Evidence

13. Not all development orders in Florida planning matters are quasi-judicial. While many local government decisions regarding building permits, site plans, and other development orders are generally deemed quasi-judicial, the determination depends on the nature of the decision-making process. Specifically, a decision is considered quasi-judicial when it involves notice, a hearing, and a judgment contingent on evidence presented at the hearing. This is distinct from legislative actions, which involve the formulation of general policies rather than the application of policies to specific facts or parties. *Dougherty ex rel. Eisenberg v. City of Miami*, 23 So. 3d 156, *Braden Woods Homeowners Ass'n v. Mavard Trading, Ltd.*, 277 So. 3d 664, *Pleasures II Adult Video v. City of Sarasota*, 833 So. 2d 185.
14. For example, in *Board of County Commissioners v. Snyder*, the Florida Supreme Court clarified that rezoning actions impacting a limited number of persons or properties, contingent on facts presented at a

hearing, are quasi-judicial. *Id.* Conversely, comprehensive rezonings affecting a large portion of the public are legislative in nature. *D.R. Horton, Inc. v. Peyton*, 959 So. 2d 390, *Board of County Comm'r's v. Karp*, 662 So. 2d 718. Similarly, amendments to comprehensive plans are considered legislative decisions, as held in *Martin County v. Yusem*, 690 So. 2d 1288.

15. Whether a development order is quasi-judicial depends on the procedural context and the nature of the decision-making process. *Braden Woods Homeowners Ass'n v. Mavard Trading, Ltd.*, 277 So. 3d 664, *Pleasures II Adult Video v. City of Sarasota*, 833 So. 2d 185, *D.R. Horton, Inc. v. Peyton*, 959 So. 2d 390.
16. Here, the development order decision requires involves notice, a hearing, and a judgment contingent on evidence presented at the hearing. And as established by the Florida Supreme Court, actions impacting a limited number of persons or properties, contingent on facts presented at a hearing, are quasi-judicial.
17. Therefore, development order hearings in Panama City are quasi-judicial proceedings, and decisions must be supported by competent substantial evidence. *Board of County Comm'r's of Brevard County v. Snyder*, 627 So. 2d 469 (Fla. 1993).
18. Florida law is clear that lay opinions do not constitute competent and substantial evidence in quasi-judicial land use hearings. See, e.g., *Metropolitan Dade County v. Blumenthal*, 675 So. 2d 598, 601 (Fla. 3d DCA 1995) (generalized citizen testimony insufficient to support land use decision).
19. Thus, affected neighbors, including the Intervenor, must be afforded adequate time to retain qualified experts in traffic, planning, compatibility, and environmental impact so that their constitutional property rights are not adjudicated based solely on lay testimony. Denying additional time would deprive the Intervenor of the ability to develop and present competent evidence, thereby frustrating the standards articulated in *Snyder* and subsequent cases.
20. Furthermore, the standard of review for this Board's decision, should it be appealed to the circuit court, will be based on the record developed at the development order hearing. The reviewing court will not

substitute its judgment for that of this Board on issues of discretion. Therefore, it is essential that the Intervenor be afforded a full and fair opportunity to develop a complete record.

Balancing Property Rights

21. The applicant's property rights must be balanced with those of neighboring owners. Florida law supports the principle that property rights are fundamental but subject to reasonable restrictions to balance the rights of property owners with the interests of neighboring owners and the broader community.
22. Here, as a neighbor and owner of property directly adjacent to the proposed development, the Intervenor stands to be directly impacted by the development order approval, and his property rights—including the right to quiet enjoyment and protection from incompatible land uses—are entitled to the same constitutional protections as those of the applicant. Proceeding on a rushed schedule, without adequate time to prepare, and without lawful notice, undermines that balance and risks violating the Intervenor's and other similarly-situated neighbors' due process rights.

Judicial Preference for Full and Fair Hearings

23. Florida courts have repeatedly emphasized that continuances should be granted where necessary to ensure fairness and a full presentation of evidence. See, e.g., *Myers v. Siegel*, 920 So. 2d 1241, 1243 (Fla. 5th DCA 2006) (“The denial of a continuance that prevents a party from presenting material evidence is reversible error.”). Similarly, the Florida Supreme Court has recognized that administrative and quasi-judicial hearings must “observe the essential requirements of law” and provide meaningful due process. *Dept. of Law Enforcement v. Real Property*, 588 So. 2d 957, 960 (Fla. 1991).

Conclusion

24. The requested continuance is necessary to ensure that Intervenor's constitutional due process rights are protected and that they have a meaningful opportunity to be heard before this Board makes its decision.

25. The requested continuance will not prejudice the applicant, as the importance of ensuring due process and developing a complete record outweighs any interest in an expedited hearing.
26. Proceeding under the current schedule, without proper notice and without adequate time to retain experts, would deprive affected neighbors of their due process rights, result in a record devoid of competent substantial evidence, and expose the decision to legal challenge. Granting a continuance ensures a fair, balanced, and lawful hearing consistent with constitutional protections and Florida precedent.

WHEREFORE, Intervenor respectfully requests that this Board:

1. Grant this Motion to Continue the development order hearing;
2. Reschedule the hearing for a date no sooner than sixty (60) days from the current hearing date to allow Intervenor adequate time to prepare their case; and
3. Grant such other and further relief as this Board deems just and proper.

Respectfully submitted,

/s/Meredith D. Bush

MEREDITH D. BUSH, Esq. BCS, AICP

*Board Certified City, County, & Local
Government Lawyer*

Certified Land Use Planner

Florida Bar No. 0048086

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MEREDITH BUSH LAW

314 S. Baylen Street, Suite 108

Pensacola, FL 32502

Phone: 850-460-1601

Counsel for Intervenor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by electronic mail via to the City of Panama City Planning Board, Planning Department, and all counsel of record, on this 8th day of December, 2025.

/s/Meredith D. Bush
MEREDITH D. BUSH

CITY OF PANAMA CITY PLANNING BOARD

In RE:

**DEVELOPMENT ORDER APPLICATION – ST. ANDREWS BAY YACHT CLUB
218 BUNKERS COVE ROAD | PARCEL ID 20895-000-000**

Applicant,

v.

HARVEY HOLLINGSWORTH

Affected Property Owner/Intervenor.

NOTICE OF APPEARANCE AND MOTION FOR STANDING TO INTERVENE

NOTICE IS GIVEN that Meredith D. Bush of the law firm Meredith Bush Law hereby enters her appearance as counsel for Affected Property Owner/Proposed Intervenor, HARVEY HOLLINGSWORTH, and requests that the parties hereto provide them with copies of any and all pleadings, notices or orders which are filed or served in this case.

Proposed Intervenor, HARVEY HOLLINGSWORTH, by and through their undersigned attorney, hereby respectfully submits this Motion to Intervene in this Development Order Application (the “Application”) filed by ST ANDREWS BAY YACHT CLUB (“STABYC”) with respect to Property Reference: 20895-000-000.

I. INTRODUCTION

The Yacht Club seeks approval for major redevelopment, including relocating a swimming pool and associated activity area to the property line directly adjacent to Intervenor’s home. This is occurring within the R-1 single-

family zoning district, where the Yacht Club is a documented nonconforming commercial marina.

The proposed relocation materially increases noise, lighting, activity, privacy intrusions, and compatibility impacts to Intervenor's property in a manner not shared by the community at large.

II. INTERVENOR IS UNIQUELY AND SUBSTANTIALLY AFFECTED

Intervenor's property directly abuts the project boundary. The Intervenor's property will be negatively and substantially impacted directly by:

- The pool's relocated proximity to the property line,
- Increased noise, light spill, and visual exposure,
- Loss of historical vegetative buffer,
- Increased traffic, parking, and activity along residential frontage,
- Intensification of a nonconforming use,
- Use of portions of nearby property not owned by STABYC, affecting circulation and drainage patterns.

These impacts exceed general community interest and establish a unique, legally recognizable injury sufficient for standing to intervene in the public hearing on the Application.

III. LAW

Under Florida law, standing in zoning challenges requires that the party seeking to participate demonstrate a substantial interest in the matter, which includes showing that they will be substantially affected by the decision.

Additionally, the Florida Supreme Court in *Renard v. Dade County*, 261 So. 2d 832 established that standing in land use proceedings applies to parties who are directly impacted by the zoning decision, including neighboring property owners. *Gadsden Environmental Protection Association, Petitioner, v. Board of County Commissioners of Gadsden County Florida, and Wal-mart Stores, Inc., Respondents*, 2002 Fla. Env. Lexis 67, 1 ER FALR 134, Case No. 01-10355-CA, 9 Fla. L. Weekly Supp. 257a.

The Proposed Intervenor meets the criteria for standing as established under Florida law. The proposed development will materially alter the use and intensity of the subject property, directly impacting the Proposed Intervenor's properties by increased traffic, noise, environmental concerns, and similar adverse impacts. These impacts are substantial and unique to the Proposed Intervenor as a neighboring property owner.

Furthermore, the quasi-judicial nature of this proceeding requires that affected parties be afforded procedural due process, including the right to present evidence, cross-examine witnesses, and make legal arguments. Florida law mandates strict scrutiny of quasi-judicial decisions to ensure compliance

with the essential requirements of law and the comprehensive plan. *Alvey v. City of N. Miami Beach*, 206 So. 3d 67 (Fla. 3d DCA 2016).

In general, a person must be adversely affected to establish standing to contest a zoning authority's decision. *Josephson v. Autrey*, 96 So. 2d 784 (Fla. 1957); *Solares v. City of Miami*, et al., 166 So. 3d 887, 888–889 (Fla. 3d DCA 2015), *Kneapler v. City of Miami*, etc., 173 So. 3d 1002, 1003–1004 (Fla. 3d DCA 2015); *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972), *aff'g*, 249 So. 2d 500 (Fla. 3d DCA 1971). An adversely affected person has standing if a legally recognizable interest will be affected by the zoning authority action. The interest may be shared in common with a number of other members of the community, as where an entire neighborhood is affected; but not every resident and property owner can claim such an interest. *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972), *aff'g*, 249 So. 2d 500 (Fla. 3d DCA 1971); *see Equity Resources, Inc. v. County of Leon*, 643 So. 2d 1112, 1117 (Fla. 1st DCA 1994) (plaintiff, as current owner of subject property, had legally recognizable interest); *Pichette v. City of North Miami*, 642 So. 2d 1165, 1165–1166 (Fla. 3d DCA 1994) (plaintiffs had no legally recognizable interest to protect); *Save Calusa, Inc. v. Miami-Dade Cnty.*, 355 So. 3d 534 (Fla. 3d DCA 2023).

To have standing, an individual must have a definite interest exceeding the general interest shared in common with all citizens. Factors that determine standing include the proximity of the challenger's property to the property to be zoned or rezoned, the character of the neighborhood, including the existence of

common restrictive covenants and setback requirements, and the type of change proposed. Also, the fact that a person is among those entitled to receive notice under the zoning ordinance is a factor to be considered, but notice requirements are not controlling. *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972), *aff'g*, 249 So. 2d 500 (Fla. 3d DCA 1971).

Allegations of loss of value and destruction of use from the noise, traffic, and unsightliness that a proposed service station would bring about was a sufficient allegation of damages different in kind from that of the community as a whole, and abutting homeowners were entitled to maintain a lawsuit challenging the validity of an ordinance granting the variance. *Elwyn v. City of Miami*, 113 So. 2d 849 (Fla. 3d 1959), *citing Wags Transportation System, Inc. v. City of Miami Beach*, 88 So. 2d 751 (Fla. 1956) and *Hartnett v. Austin*, 93 So. 2d 86 (Fla. 1956); *see Board of Adjustment v. Marelli*, 728 So. 2d 1197 (Fla. 2d DCA 1999).

In *Exchange Investments, Inc. v. Alachua County*, 481 So. 2d 1223 (Fla. 1st DCA 1985), an action was brought by property owners within a one-mile radius of a seven-acre parcel approved for rezoning. The property owners sought to void a county committee rezoning decision that reduced available parking to an amount less than that required by a local ordinance, on the grounds of procedural irregularity based on the plaintiffs' wrongful exclusion due to their alleged lack of standing. The district court of appeal held that the plaintiffs did have standing to challenge the rezoning decision and that a cause of action for

voiding the rezoning decision as being arbitrary, unreasonable, and unlawful was adequately pleaded by plaintiffs because offstreet parking is a legally recognizable interest. In addition, the court noted that the appellants were close enough to appellee's development so that their own parking interests could be adversely affected by any overflow caused by a shortage of parking spaces in the development.

In summary, Florida law requires standing where an adjoining property owner demonstrates a substantial interest in the land use decision. See:

- Renard v. Dade County, 261 So. 2d 832 (Fla. 1972);
- Josephson v. Autrey, 96 So. 2d 784 (Fla. 1957);
- Elwyn v. City of Miami, 113 So. 2d 849 (Fla. 3d DCA 1959) (noise, traffic, and incompatible use affecting neighbors establishes standing);
- Exchange Investments v. Alachua County, 481 So. 2d 1223 (Fla. 1st DCA 1985).

Intervenor clearly falls within the class of parties entitled to due process protections in a quasi-judicial land-use proceeding, including the right to:

- Present evidence,
- Cross-examine witnesses, and
- Make legal arguments.

See Jennings v. Dade County, 589 So. 2d 1337 (Fla. 3d DCA 1991).

IV. NONCONFORMING USE STATUS HEIGHTENS THE IMPACT ON INTERVENOR

The Yacht Club is a nonconforming use whose rights are strictly limited under LDR §114-3. The City's own retained counsel, David Theriaque, confirmed that nonconforming uses may not be expanded, enlarged, or intensified, and any modification may not increase the burden on neighboring properties.

Rebuilding the clubhouse and locating the pool closer to Intervenor's property line constitutes an intensification and an expansion of impact, uniquely harming adjacent residents.

V. CONCLUSION

For the foregoing reasons, Proposed Intervenor respectfully requests that this Board grant their Motion for Standing, recognize their right to participate fully in the quasi-judicial hearing, and provide all procedural rights afforded under Florida law.

This determination is a preliminary determination to be made by the Planning Board prior to either side's presentation of evidence.

WHEREFORE, for the reasons set forth herein, the Proposed Intervenor requests that the Planning Board make a preliminary determination that the Proposed Intervenor has standing to present testimony and other evidence in this matter.

Respectfully submitted,

/s/Meredith D. Bush

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Counsel for Intervenor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by electronic mail via to the Planning Board and all counsel of record, on this 8th day of December, 2025.

/s/ Meredith D. Bush

MEREDITH D. BUSH